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SC Court of Appeals

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM OCCONEE COUNTY
Court of Common Pleas
The Honorable J. Cordell Maddox, Jr.

Case No. 2022-CP-37-00396
Appellate Case No. 2022-001796

John's Marine Service, Inc., Frances J. Ratliff, Edward J. Ratliff, Jr., James L. Ratliff,
Lucretia B. Morgan, Sherri Akers Crisp, and Amy Cawthon,

Appellants,

v.

Oconee County Board of Zoning Appeals, Ridgewater Engineering & Surveying, LLC, Globe, a
South Carolina Limited Partnership, and Farnes, a South Carolina Limited Partnership,

Respondents.

RECORD ON APPEAL
(VOLUME 2 OF 3)

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Engineering & Surveying, LLC, Globe, A
South Carolina Limited Partnership, and
Farnes, a South Carolina Limited
Partnership

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I certify that this designation contains no matter which is irrelevant to this appeal.

May 26, 2023

/s/ David L. Paavola
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A G E N D A
OCONEE COUNTY COUNCIL MEETING
TUESDAY, August 1, 2000
7:00 PM
OCONEE COUNTY ADMINISTRATIVE OFFICES
415 SOUTH PINE STREET
WALHALLA, SC

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Comment Session (Not to exceed thirty minutes)
5. Second Reading of Ordinance 2000-09, "AN ORDINANCE TO AMEND ORDINANCE 99-14, UNIFIED PERFORMANCE STANDARDS ORDINANCE AND LAND DEVELOPMENT REGULATIONS TO INCLUDE SUBDIVISION AND LAND DEVELOPMENT & VARIANCE PROCEDURE FOR SUBDIVISIONS" -- Mr. Tommy Abbott, Chairman, Planning Commission
6. Presentation of Draft Proposal for Fall Creek & Town Creek Landing Parks -- Dr. Grant Cunningham
7. Consideration of Approval of Grant Application for Federal Assistance in the Amount of \$2,420,078 for the Airport -- Mrs. Melissa Brown, Grants Coordinator
8. Consideration of Approval of FY2000 Solid Waste Bonus Grant Application in the Amount of \$10,000 -- Mrs. Melissa Brown, Grants Coordinator
9. Consideration of Approval of Tentative Listing of Surplus Equipment to be Sold at Auction -- Ms. Marianne Dillard, Purchasing Agent
10. Consideration of Approval to Dispose of Timber at the Vehicle Maintenance Facility -- Ms. Marianne Dillard, Purchasing Agent
11. Consideration of Approval of Change Order for Road Department -- Mr. Jon Caine, County Engineer
12. Consideration of Approval of Memorandum of Agreement Between Oconee County & Department of Juvenile Justice

Open Session Period Continued:

Mr. Steve Sokol addressed Council regarding the formation of the Oconee Keowee Alliance, which is opposed to the boat race during Waterfest 2000. Mr. Sokol further informed Council they had received 1200 signatures of people who are opposed to the boat race.

Mr. Steven Ancona spoke in opposition of the proposed subdivision regulations ordinance.

Mr. Warren Carpenter stated he supported the concept of the subdivision regulations ordinance, however, he felt it needed more study. Mr. Carpenter is opposed to the 100 foot set back for septic tanks, he requested the ordinance be sent back to the Planning Commission. (See attached statement)

Mr. Tom Markovich spoke in opposition of the subdivision regulations and requested that Council review it more closely. He also expressed feeling that the ordinance violated the Fifth Amendment and the Twelfth Amendment. (See attached statement)

~~Mr. John Hamrick also spoke in opposition of the way property would have to be divided under the proposed subdivision regulations.~~

Mr. Rick Thompson stated that if the ordinance is adopted, zoning in Oconee County will be adopted, he further stated he felt the ordinance should be less restrictive. (See attached statement)

Mr. B. J. Littleton stated he was in support of using the whole block where the courthouse is located for the courthouse. He also asked how many houses would you want to place on a .57 acre tract of land, the houses should not be crowded together, he also stated he felt the setbacks in the ordinance are reasonable.

Ordinance 2000-09:

Mr. Hall made a motion that Ordinance 2000-09, "AN ORDINANCE TO AMEND ORDINANCE 99-14, UNIFIED PERFORMANCE STANDARDS ORDINANCE AND LAND DEVELOPMENT REGULATIONS TO INCLUDE SUBDIVISION AND LAND DEVELOPMENT & VARIANCE PROCEDURE FOR SUBDIVISIONS" be referred to the next Council Meeting when full Council is present. However, this motion died for lack of a second.

Mr. Thomas made a motion, seconded by Mr. Hamilton, approved 2 - 1 (Mr. Hall voting against that Ordinance 2000-09 (titled above) be referred to the Law Enforcement, Safety, Health, Welfare & Services Committee for further study.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
COUNCIL MEETING ~~DATE: 11/10/03~~
COUNCIL MEETING TIME: 5:00 pm

ITEM TITLE OR DESCRIPTION:

~~Subdivision & Land Use Ordinance~~

BACKGROUND OR HISTORY:

Oconee County Road & Transportation Committee recommended against any changes to the Subdivision & Land Use Ordinance.

SPECIAL CONSIDERATIONS OR CONCERNS:

Changes to the Subdivision & Land Use Ordinance are part of the ordinance of moratorium.

STAFF RECOMMENDATION:

Council adopt ordinance on first reading and refer to Planning Commission.

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

Draft Subdivision & Land Use Ordinance

Submitted or Prepared By:

Tom Hendrick

Approved for Submittal to Council:

Ron H. Rabun, County Administrator

Reviewed by officials:

County Attorney

Finance

(Revisions 3-24-06)

These revisions are in *bold italics*
(Office of Brad Norton)

Performance Standards Chapter 6

SUBDIVISION AND LAND DEVELOPMENT

6.1 AUTHORITY AND JURISDICTION

6.1.1 Authority

These land development and subdivision regulations are adopted under authority granted by Title VI Chapter 24 (6-28-1120) et. seq. of the Code of Laws of South Carolina, 1976

6.1.2 Jurisdiction

a. These regulations shall apply to the development and subdivision of land within the unincorporated areas of Oconee County as now or hereafter established and any incorporated municipality which contracts with the Oconee County Council for these regulations to be administered within such municipality. Regulations contained within this ordinance that apply to the construction and maintenance of roads shall apply to all roads and drainage structures, whether public or private, constructed within any unincorporated area of Oconee County and municipalities contracted with the Oconee County Council for administration of these regulations. Regulations contained within this Ordinance that apply to the construction and maintenance of roads, appurtenances or drainage structures shall apply to all public and private roads, drives and driveways in the unincorporated areas of Oconee County; also included shall be all municipalities contracted with the Oconee County Council to administer these regulations. These regulations shall not apply to those roads completed, under construction, or approved by Oconee County prior to adoption of this Ordinance by County Council. In the event that a regulation in this ordinance conflicts with any other county regulation, the more stringent standard shall apply.

6.2 PURPOSE AND SHORT TITLE

6.2.1 Purpose



k. be named in accordance with adopted T-901 Addressing regulations;

l. allow at least one hundred (100) feet of sight distance for each ten (10) miles per hour of the posted speed limit where the private drive intersects a public road. The sight distance shall be measured from a seeing height of three and one-half (3 1/2) feet to an object one foot in height above the grade of the public road. If the proposed drive does not meet the sight distance requirement, a waiver must be signed by the individual(s) constructing the private drive stating that the owner(s) is liable and responsible for any accidents, injuries, problems, and property damage resulting from improper sight distance;

m. meet all applicable storm water management and sediment control regulations;

n. be approved in writing by Planning Commission staff prior to submission of plat to the Registrar of Deeds for recording. The following shall be prominently printed on the plat in all capital letters:

"THE ROAD RIGHT-OF-WAY EASEMENTS SHOWN ON THIS PLAT SHALL BE PRIVATE DRIVES NOT OWNED, MAINTAINED OR SUPERVISED BY OCONEE COUNTY, AND WERE NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. ROAD RIGHT-OF-WAY EASEMENTS SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ADOPTED OCONEE COUNTY SUBDIVISION REGULATIONS."

o. Comply with the State Manual for Uniform Traffic Control Devices.

Article 10 Private Roads - Private roads shall provide vehicular access and mail frontage to developements, or sections of developments, containing more than ten (10) single-family residential lots. All private, non-dedicated roads shall be prominently indicated as such on plats prior to subdivision approval. Maintenance arrangements for such roads must be noted in writing on subdivision plat submissions and must be subsequently facinated. The development served by a private road shall have direct access into a public road, and no such private road shall be laid out so as to serve property outside the development. All private roads shall:

a. adhere to maintenance division 11.1.1001



7. Every minimum right-of-way easement shall be:

a. have a minimum road fringe requirement of thirty (30) feet for all lots;

d. be constructed in accordance with the regulations set forth in section 6.8 of these regulations;

e. be maintained by an individual, association of property owners, or active Home Owner's Association as recorded in appropriate deed covenants and restrictions;

f. be legally verified for compliance by a surveyor/engineer licensed by the State of South Carolina;

g. be named in accordance with Article E-9: Addressing regulations;

h. meet all storm water management and sediment control regulations;

i. be properly approved in writing by Planning Director prior to submission of plat to the Register of Deeds for recording. The following shall be prominently printed on the plat in all capital letters:

"THE ROAD RIGHT-OF-WAY EASEMENTS SHOWN ON THIS PLAT SHALL BE PRIVATE ROADS, NOT OWNED, MAINTAINED OR SUPERVISED BY OCONEE COUNTY AND NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY OCONEE COUNTY. ROAD RIGHT-OF-WAY EASEMENTS SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY OCONEE COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE."⁴

i. comply with the State Manual for Uniform Traffic Control Devices

With the exception of the requirements set forth in this section, all private roads shall meet the requirements of Section 6.8 Private Roads in the Subdivision and Land Development Ordinance.



Minutes, Oconee County Council Meeting

April 4, 2006

Ordinance 2006-11:

Mr. Lyles made a motion, seconded by Mr. Crumpton, approved 5 - 0 that Ordinance 2006-11, "AN ORDINANCE REGULATING THE USE OF COUNTY ROADS" be adopted on first reading.

Ordinance 2006-12:

Mr. Rinehart made a motion, seconded by Mr. Lyles, approved 5 - 0 that Ordinance 2006-12, "AN ORDINANCE AMENDING SECTION 6: SUBDIVISION & LAND USE DEVELOPMENT OF ORDINANCE 99-14, OCONEE COUNTY UNIFIED PERFORMANCE STANDARDS AND LAND USE DEVELOPMENT REGULATIONS AS ADOPTED BY ORDINANCES 2001-04, 2002-05 & 2004-14" be adopted on first reading.

Ordinance 2006-07:

Mr. Moore made a motion, seconded by Mr. Crumpton, approved 5 - 0 that Ordinance 2006-07, "AN ORDINANCE IMPOSING A SIX MONTH MORATORIUM ON THE APPROVAL OF SITE PLANS AND/OR BUILDING PERMITS FOR ANY CONSTRUCTION PROJECT WITHIN ONE THOUSAND (1,000') OF LAKES THAT ARE WITHIN OR ADJACENT TO OCONEE COUNTY UNLESS SAID PROJECT INCLUDES A TWENTY-FIVE (25') FOOT RIPARIAN BUFFER AND A SIX MONTH MORATORIUM ON THE APPROVAL OF SITE PLANS AND/OR BUILDING PERMITS FOR ANY SUBDIVISION AS DEFINED IN THIS ORDINANCE THAT WILL RESULT IN THE NEED TO UPGRADE A COUNTY ROAD IN ACCORDANCE WITH THIS ORDINANCE" be adopted on second reading.

Ordinance 2007-09

Mr. Crumpton made a motion, seconded by Mr. Rinehart, approved 5 - 0 that Ordinance 2007-09, "AN ORDINANCE REGULATING FALSE FIRE ALARMS TO WHICH OCONEE COUNTY RURAL FIRE DEPARTMENTS RESPOND" be adopted on first reading.

Auction Listing:

Mr. Crumpton made a motion, seconded by Mr. Moore, approved 5 - 0 that the attached listing of surplus properties be adopted and a date of May 6, 2006 be established for the auction.

Oconee County Planning Commission

415 S. Pine St. • Walhalla, South Carolina 29691
Phone (864) 638-4218 • Fax (864) 638-7046



Memorandum 42-00

May 23, 2000

To: Oconee County Council

From: Planning Commission *[Signature]*

Subject: Performance Standards Ordinance

Please find attached the following:

1. An amendment to the Performance Standards Ordinance.
2. The proposed Chapter 2 of the Performance Standards Ordinance.

The amendment will allow a variance procedure for the proposed chapter 2. The original ordinance allowed a variance for all chapters except chapter 2. This language will correct that omission.

The proposed chapter 2, Subdivision and Land Development has been reviewed and approved by the Planning Commission. Some parts of the chapter are contentious and council members will hear from some disgruntled developers. The chapter will solve many of the ongoing problems created by development.

Cc: Harrison Orr
Planning Commission w/enc1

3

**ATTACHMENT 1- PROPOSED AMENDMENT TO THE
PERFORMANCE STANDARDS ORDINANCE**

New section to 1.4.1 (h)

(h) Variance- to hear and decide requests for variance from the requirements of Chapter 2, of the Performance Standards Ordinance concerning the standards for the subdivision and land development, when strict application of the provisions of the ordinance would result in unnecessary hardship. Variances shall be decided by the Planning Commission pursuant to Section 1.5.5.3 of this ordinance, *General Criteria for Granting a Variance*.

Performance Standards, Chapter 2.

2.0 SUBDIVISION AND LAND DEVELOPMENT

2.1 AUTHORITY AND JURISDICTON

2.1.1 Authority

These land development and subdivision regulations are adopted under authority granted by Title VI, Chapter 29 (6-29-1120) et. seq., of the Code of Laws of South Carolina, 1976.

2.1.2 Jurisdiction

These regulations shall apply to the development and subdivision of land within the unincorporated areas of Oconee County as now or hereafter established and any incorporated municipality which contracts with the Oconee County Council for these regulations to be administered within such municipality. Regulations are also contained herein which shall apply to the construction and maintenance of all roads whether or not they are part of subdivision development.

2.2 PURPOSE AND SHORT TITLE

2.2.1 Purpose

The purpose of this ordinance is to protect and promote the public health, safety and general welfare of the citizens of Oconee County, South Carolina, providing for the harmonious, progressive, and orderly development of land. These regulations are established for the following specific purposes, among others, as provided for in the South Carolina Local Government Comprehensive Planning Enabling Act Of 1994 (Section 6-29-1120 of the Code of Laws of South Carolina, 1976, et seq.):

- (1) to encourage the development of an economically sound and stable county;
- (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;

remaining undeveloped portion of a single tract) at the point where the connection to the anticipated or proposed street is expected. In addition, the permit-issuing authority may require temporary turnarounds to be constructed at the end of such streets pending their extension when such turnarounds appear necessary to facilitate the flow of traffic or accommodate emergency vehicles. Notwithstanding the other provisions of this subsection, no temporary dead-end street in excess of one thousand (1,000) feet may be created unless no other practicable alternative is available.

2.7.3 Private Roads - All private, non-dedicated roads must be indicated as such prior to subdivision approval. Maintenance arrangements for such roads must be stated in writing on subdivision plat submittals. The development shall have direct access into a public road and no such private road may be laid out so as to serve property outside the development. Each private road must be indicated as such on all plats and deeds.

2.7.4 Road Names - A proposed road which is obviously in alignment with or an extension of an existing named road shall bear the name of the existing road. Except for the above, in no case shall the name of a proposed road duplicate or be phonetically similar to an existing road name, irrespective of the use of suffix (road, avenue, boulevard, drive, place, court, lane, etc.). It shall be unlawful for any person in laying out any new road to name such road on any final plat or in any deed or instrument, without first obtaining the approval of the Oconee E-911 Addressing Office and the Planning Commission.

2.7.5 Local Roads - Local roads shall be so laid out that their use by through traffic will be discouraged.

2.7.6 Residential Buffers for Major Roads - Where a subdivision abuts or contains an existing or proposed collector or arterial road, the Planning Commission may require that lots which abut or are adjacent to the major road shall face a minor interior access road. Other treatment may also be required, as necessary, for adequate protection of residential properties and for separation of through and local traffic. Special treatment may be required, such as screen planting contained in a non-access reservation along the rear property line adjacent to the major road.

*** 2.7.7 Road Design (Geometric Criteria)** - In general, geometric criteria for road design shall be in accordance with standards of the South Carolina Department of Transportation (SCDOT). Said standards are those contained in the latest edition of "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway and Transportation Officials. Local and collector residential roads (public or private) shall be designed in accordance with the following standards.

a. Minimum right-of-way and pavement width shall be as follows:

<u>Road Type</u>	<u>Right-of-Way</u>	<u>Pavement</u>
Local (closed drainage)	50'	22'
Local (open drainage)	50'	22'
Collector	50'	24'

For high density residential or nonresidential subdivisions or portions thereof, additional right-of-way or pavement width shall be provided when determined as necessary by the Planning Commission or County Supervisor.

- b. Cul-de-sacs shall not exceed one thousand (1000) feet in length, except where unusual topographic or other physical conditions dictate otherwise, and shall have a turnaround with a minimum diameter of seventy (70) feet to pavement edge and a minimum diameter of one hundred (100) feet to the right-of-way line. Dead-end streets without turnarounds are prohibited.
- c. Horizontal curvature shall be introduced at any change in road direction, and the minimum centerline radius shall be one hundred fifty (150) feet for local roads and two hundred fifty (250) feet for collector roads. Arterial road curvature shall be in accordance with State Highway Department standards. Minimum tangent between reverse curves shall be one hundred (100) feet for local roads, and sixty (60) feet from curve to any intersecting road.
- d. Stopping sight distance on vertical curves shall be at least one hundred fifty (150) feet (25 mph design speed) for local roads and three hundred twenty five (325) feet (45 mph design speed) for collector roads. If a collector road may reasonably be expected to serve more than one subdivision, it shall be designed for at least a fifty five (55) mph design speed (450' minimum sight distances). Minimum sight distance at intersections shall be established by provision of a clear sight triangle right of way measured at least twenty five (25) feet from the intersection of the road right-of-way in either direction which triangle shall be entered upon the final plat prior to recording. Modifications may be required by the County Engineer in order to insure safety.
- e. Roads shall be designed to intersect as nearly as possible at right angles but no less than seventy five (75) degrees. Minimum radius of curb or pavement edge at intersections shall be at least twenty (20) feet at intersections with local roads and twenty five (25) feet at intersections with collector roads.



EXHIBIT B

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

GENERAL DEED RESTRICTIONS

198 DEC 8
A 849

THE PROPERTY SHALL BE CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH SHALL ENCUMBER THE PROPERTY AND SHALL RUN WITH TITLE TO THE PROPERTY.

1. **Definition of "Property" and "Lot".** As used herein, (i) "Property" means all of the property conveyed by Grantor to Grantee pursuant to this deed; and (ii) "Lot" means any portion of the Property that constitutes a legally established separate lot or parcel of land (whether created by the recordation of a subdivision plat or otherwise), as such lots or parcels of land may exist from time to time (collectively, "Lots"). If the Property consists of only one lot or parcel of land, then the term "Property" is synonymous with the term "Lot." If the Property consists of two or more lots or parcels of land, whether such lots or parcels exist on the date the Property is conveyed to Grantee or are later created by subdivision of the Property or other legal means, then each of those lots or parcels is a "Lot" for the purposes of these Restrictions.
2. **Single Family Use.** The Property shall be used only for detached, single-family residence purposes, together with the accessory buildings and structures permitted pursuant to Section 6 below. No more than one detached single-family residential dwelling may be constructed on any Lot. No condominium, townhouse, duplex, apartment or other multi-family residential uses are permitted on the Property. Further, no camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Property), recreational vehicle or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to the Property as a place of residence. The single-family residence restrictions set forth above shall not prohibit the construction of pools, tennis courts or other recreational facilities or amenities such as are commonly constructed and maintained for the benefit of lot owners within planned unit developments; provided that such recreational facilities or amenities shall be solely for the common use of the owners of one or more Lots and, provided further, that no such recreational facilities may be located within any Buffer Area (defined below).
3. **Restricted Activities.** The following activities are prohibited on the Property:
 - (a) Raising, breeding, or keeping of animals, livestock or poultry of any kind, except that dogs, cats or other usual and common household pets (which are registered, licensed and inoculated as required by law) may be permitted on the Property;
 - (b) Any activity which violates local, state, or federal laws or regulations;
 - (c) Institutional uses, including, but not limited to, group homes, day care centers, churches, temples or shrines, rest homes, schools, medical care facilities, lodges, inns and beds and breakfasts; and

4. **Prohibited Conditions.** None of the following structures or improvements may be located upon the Property:

- (a) Structures, equipment or other items which are visible from any road or adjacent property which have become rusty, dilapidated or otherwise fallen into disrepair;
- (b) Towers, antennas or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind which are located outside of the dwelling on a Lot other than (i) a customary antenna, which shall not extend more than ten feet above the top roof ridge of the dwelling; and (ii) a satellite disc or dish no larger than 18 inches in diameter;
- (c) Any freestanding transmission or receiving towers or any non-standard television antennae; and
- (d) Chain-link fences.



5. Quality/Craftsmanship/Dwelling Size. All buildings and outbuildings erected upon the Property shall be built on site of new materials of good grade, quality and appearance and shall be constructed in a good and workmanlike manner, conforming to all applicable building codes. Further, all dwellings must meet the following construction requirements:

- (a) If the dwelling is located on a Waterfront Lot (a "Waterfront Lot" is a lot, any portion of which is located within 100 feet (measured horizontally regardless of the actual ground measurement which may vary based upon the topography) of the Common Boundary Line (defined in Section 8 below)), then: (i) one story dwellings shall not contain less than 2,000 square feet of Heated Living Area (defined below); (ii) one and a half story dwellings shall not contain less than 2,200 square feet of Heated Living Area; and (iii) two (or more) story dwellings shall not contain less than 2,400 square feet of Heated Living Area;
- (b) If the dwelling is not located on a Waterfront Lot, then: (i) one story dwellings shall not contain less than 1,600 square feet of Heated Living Area; (ii) one and a half story dwellings shall not contain less than 1,800 square feet of Heated Living Area; and (iii) two (or more) story dwellings shall not contain less than 2,000 square feet of Heated Living Area;
- (c) All dwellings and accessory structures shall be completely supported with solid brick, brick or stone covered block, or stucco covered foundation;
- (d) Roofs shall have not less than a 6 in 12 inch pitch, and not less than a 12 inch overhang, and shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or man-made slate, copper sheathing or wood shingles or pre-painted metal roofing;
- (e) The exterior surfaces of all dwellings and accessory structures shall be covered only with brick, stone, hard stucco (synthetic stucco is not permitted), wood, or siding consisting of wood, composite or vinyl material; provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished; and
- (f) Exteriors of all dwellings and accessory structures must be completed within one year after the commencement of construction, and a certificate of occupancy issued within two years after commencement of construction.

As used herein, "Heated Living Area" excludes basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basement areas have two or more perimeter walls above surrounding grade, and such basement areas are fully heated and air-conditioned and constructed to a quality equal to the above grade levels of the dwelling. In addition, Heated Living Area excludes vaulted ceilings areas, attics, unheated porches, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios. The term "story" shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it. The term "half story" shall mean a story which



FILED OCONEE COUNTY, SC
ANNA K. DAVISON
REGISTER OF DEEDS

Doc ID: 004726000008 Type: DEE
BK 2171 PG 252-256

MAR 29 A 8:53

Prepared by and Return to:
Parker Poe Adams & Bernstein LLP (BMM)
Times Wells Fargo Center, Suite 3000
401 South Tryon Street
Charlotte, North Carolina 28202-1935
(S-Tract 7114.02)

AMENDMENT TO GENERAL DEED RESTRICTIONS

THIS AMENDMENT TO GENERAL DEED RESTRICTIONS ("Amendment") is made ~~November 10th~~ ^{December}, 2015 ("Effective Date"), by CRESCENT COMMUNITIES S.C., LLC, a Delaware limited liability company ("Crescent"), and FARMES, a South Carolina limited partnership, and GLOBE, a South Carolina limited partnership ("Farmes and Globe").

A. Pursuant to a deed recorded December 8, 2008, in Deed Book 1695, Page 87 ("Original Deed") in the Office of the Register of Deeds of Oconee County, South Carolina ("Registry"), Crescent conveyed to Farmes and Globe 15.37 acres of land located in Keowee Whitewater Township, Oconee County, South Carolina, and being shown on Plat recorded in Plat Book B291, Page 1 in the Registry ("Property").

B. Pursuant to the terms of the Original Deed, the Property was made subject to the General Deed Restrictions attached as Exhibit B to the Original Deed ("Restrictions").

C. Pursuant to Section 12 of the Restrictions, Crescent reserved the right to amend the Restrictions.

D. Crescent and Farmes and Globe ~~desire to amend the Restrictions.~~

E. Any capitalized term not defined herein shall have the meaning assigned to such term in the Restrictions.

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

1. Quality Craftsmanship/Dwelling Size.

(a) ~~Section 5(a)~~ of the Restrictions is hereby deleted in its entirety and is replaced with the following:

"If the dwelling is located on a Waterfront Lot (a "Waterfront Lot" is a lot, any portion of which is located within 100 feet (measured horizontally regardless of the actual ground

PPAB 2987295v1



measurement which may vary based upon the topography) of the Common Boundary Line (defined in Section 8 below)), then the dwelling shall not contain less than 2,000 square feet of Heated Living Area (defined below)."

(b) "The last paragraph of Section 5 is hereby deleted in its entirety and is replaced with the following:

"As used herein, 'Heated Living Area' excludes vaulted ceiling areas, attics, unheated porches, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios. The term 'story' shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it. The term 'half story' shall mean a story which contains 50 percent or less Heated Living Area than the story in the house containing the most Heated Living Area."

2. **Warranty of Title.** Farnes and Globe represent and warrant that Farnes and Globe are seized of the Property in fee simple and have the unlimited right, without the consent of any third party, to amend the Restrictions with respect to the Property as set forth herein.

3. **Release and Indemnification of Crescent.** Farnes and Globe and their successors and assigns in interest to the Property: (i) release Crescent and Crescent's members, managers, employees, officers, agents and representatives from any loss, cost, damage or claim arising out of this Amendment or the exercise or non-exercise of Crescent's rights set forth in the Restrictions (including the Restrictions as modified by this Amendment), and (ii) acknowledge that third parties may have a right to enforce the Restrictions and that Crescent does not represent or warrant that this Amendment shall be binding on those third parties. Farnes' and Globe's successors and assigns, shall indemnify and hold harmless Crescent and its members, managers, employees, officers, agents and representatives from and against any loss, cost, damage or claim arising out of this Amendment, or a breach of the representations and warranties in Section 2 of this Amendment, or the enforcement or non-enforcement by Crescent or any other person or entity of any of the Restrictions (including the Restrictions as modified by this Amendment).

4. **Full Force and Effect.** The Restrictions shall remain in full force and effect as amended hereby. To the extent that any of the terms of the Restrictions conflict with this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date set forth above.



Signed, Sealed and Delivered in the Presence of:

CRESCENT COMMUNITIES S.C., LLC
a Delaware limited liability company

Tabitha Monk
Print Name: Tabitha Monk
Witness #1

By: Crescent Communities, LLC,
a Georgia limited liability company,
its Manager

Melanie Childers Conrade
Print Name: Melanie Childers Conrade
Witness #2

By: Henry S. Higgins, III
Henry S. Higgins, III
Vice-President, Land Management
Division

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Personally appeared before me the undersigned witness who being duly sworn deposes and says that he/she saw the within named Henry S. Higgins, III, Vice-President, Land Management Division of **CRESCENT COMMUNITIES, LLC**, a Georgia limited liability company, Manager of **CRESCENT COMMUNITIES, S.C., LLC** a Delaware limited company, sign, and as its act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he/she, together with Melanie Childers Conrade (witness #2), the other witness subscribed above, witnessed the execution thereof.

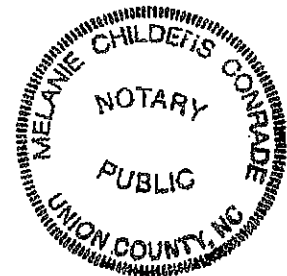
Tabitha Monk
(Witness #1 sign here)

Sworn to and subscribed before
me this the 10th day of
December, 2015.

Melanie Childers Conrade
Notary Public

Notary Public for Union County, North Carolina
My Commission Expires: June 6, 2017

[NOTARIAL STAMP-SEAL]



unreasonably restrict the utilization of the property.

d. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

1. The board may not grant a variance, the effect of which would be to allow the establishment of a use not otherwise permitted or to extend physically a nonconforming use of land. ~~The fact that property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance.~~

2. In granting a variance, the board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety, or general welfare.

(Ord. No. 1999-14, § 1.5, 4-4-2000)

Cross reference—Boards, commissions and committees, § 2-241 et seq.

State Law reference—Similar provisions, S.C. Code 1976, § 6-29-800.

SECTION 6-29-780. Board of zoning appeals; membership; terms of office; vacancies; compensation.

(A) As a part of the administrative mechanism designed to enforce the zoning ordinance, the zoning ordinance may provide for the creation of a board to be known as the board of zoning appeals. Local governing bodies with a joint planning commission and adopting a common zoning ordinance may create a board to be known as the joint board of appeals. All of these boards are referred to as the board.

(B) The board consists of not less than three nor more than nine members, a majority of which constitutes a quorum, appointed by the governing authority or authorities of the area served. The members shall serve for overlapping terms of not less than three nor more than five years or after that time until their successors are appointed. A vacancy in the membership must be filled for the unexpired term in the same manner as the initial appointment. The governing authority or authorities creating the board of zoning appeals may remove any member of the board for cause. The appointing authorities shall determine the amount of compensation, if any, to be paid to the members of a board of zoning appeals. None of the members shall hold any other public office or position in the municipality or county.

HISTORY: 1994 Act No. 355, Section 1.

SECTION 6-29-790. Board of zoning appeals; officers; rules; meetings; notice; records.

The board shall elect one of its members chairman, who shall serve for one year or until he is re-elected or his successor is elected and qualified. The board shall appoint a secretary who may be an officer of the governing authority or of the zoning board. The board shall adopt rules of procedure in accordance with the provisions of an ordinance adopted pursuant to this chapter. Meetings of the board must be held at the call of the chairman and at such other times as the board may determine. Public notice of all meetings of the board of appeals shall be provided by publication in a newspaper of general circulation in the municipality or county. In cases involving variances or special exceptions conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property. The chairman or, in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the board and must be a public record.

HISTORY: 1994 Act No. 355, Section 1.

SECTION 6-29-800. Powers of board of appeals; variances; special exceptions; remand; stay; hearing; decisions and orders.

(A) The board of appeals has the following powers:

(1) to hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance;

(2) to hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:

(a) there are extraordinary and exceptional conditions pertaining to the particular piece of property;

(b) these conditions do not generally apply to other property in the vicinity;

(c) because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and

(d) the authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

(f) The board may not grant a variance, the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a nonconforming use of land or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized more profitably, if a variance is granted, may not be considered grounds for a variance. Other requirements may be prescribed by the zoning ordinance.

A local governing body by ordinance may permit or preclude the granting of a variance for a use of land, a building, or a structure that is prohibited in a zoning district.

351/WWW.SCSILEHOUSE.GOV/CODE/06C029.PHP



Variance Criteria Overview

General criteria for granting a variance. A variance may be granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:

- a) *There are extraordinary and exceptional conditions pertaining to a particular piece of property.*

The parcel itself is a peninsula, it's bounded by water on all sides with exception of the center of the county road as a boundary. The peninsula is narrow in a small portion of the parcel and is unique in that the property line is the center of the road and does not have it's own right of way. There is only access easement to the parcel. These conditions are extraordinary and exceptional because of the limitations created by geography and topography within this parcel. The way a parcel of land lays, the geography, the topography are all acceptable reasons for granting a variance.

- b) *These conditions do not generally apply to other property in the vicinity.*

In the geographic vicinity of this piece of property most roads have a 50 foot right of way because they are not geographically constrained. This property is bounded by a body of water. Most parcels in the vicinity are not bound by the water on both sides. Because of the unique geography of this parcel, meeting the current road ordinance goes beyond creating an unnecessary hardship and instead creates only impossibility of use. This impossibility creates a scenario which meets the criteria for granting a variance.



EXHIBITS

- A. Tax Records (qPublic.net Oconee County) showing Ellenburg Road ending at Applicant's boundary.
- B. Photo showing End Maintenance Sign along with Ratliff's use of Applicant's property.
- C. Plat prepared for James L. Ratliff and Lucretia B. Morgan date 4-Dec. 2020 (Plat Book B-754, Page 6) showing Ellenburg Road (WA-42) subject to Right-of-Way public road extending past point of Ratliff's claimed 2008 abandonment.
- D. Deed – Rhonda Ellenburg to James L. Ratliff and Lucretia B. Morgan referencing above plat (Plat Book B-754, Page 6). Deed is dated 3-Dec. 2020 for 2.71 acres and recorded in Deed Book 2633, Pages 1-3.
- E. Plat dated 18 November 2008 of Crescent Resources showing Ellenburg Road (Maintenance Right-of-Way) all the way to Applicant's property line (Reference Exhibit B above).
- F. Deed Book 2724, Pages 252-253 (Tax Map Number 150-00-01-100) – Francis L. Ratliff to James L. Ratliff for 1.225 acres dated August 19, 2021, referencing Plat Book P-39 at Page 61 showing Ellenburg Road to Duke Power Company property (Plat dated 28-Aug 1974).
- G. Deed of Distribution – Estate of Edward John Ratliff a/k/a Edward J. Ratliff (date of death: Nov. 8, 2011 – 3 years past alleged abandonment) – 1.225 acres shown on Plat Book P-39 at Page 61 (Tax Map Number 150-00-01-100). Document is dated Jan. 18, 2013, 4 or 5 years after alleged abandonment.
- H. Deed from Crescent Communities SC, LLC to Farnes, a South Carolina Ltd Partnership dated 3-Dec. 2005 (Deed Book 695, Pages 87-102) conveying property subject to easements, covenants, restrictions, and conditions of record and rights-of-way of public and private easements including but not limited to the right of way shown on plat as "Ellenburg Road."

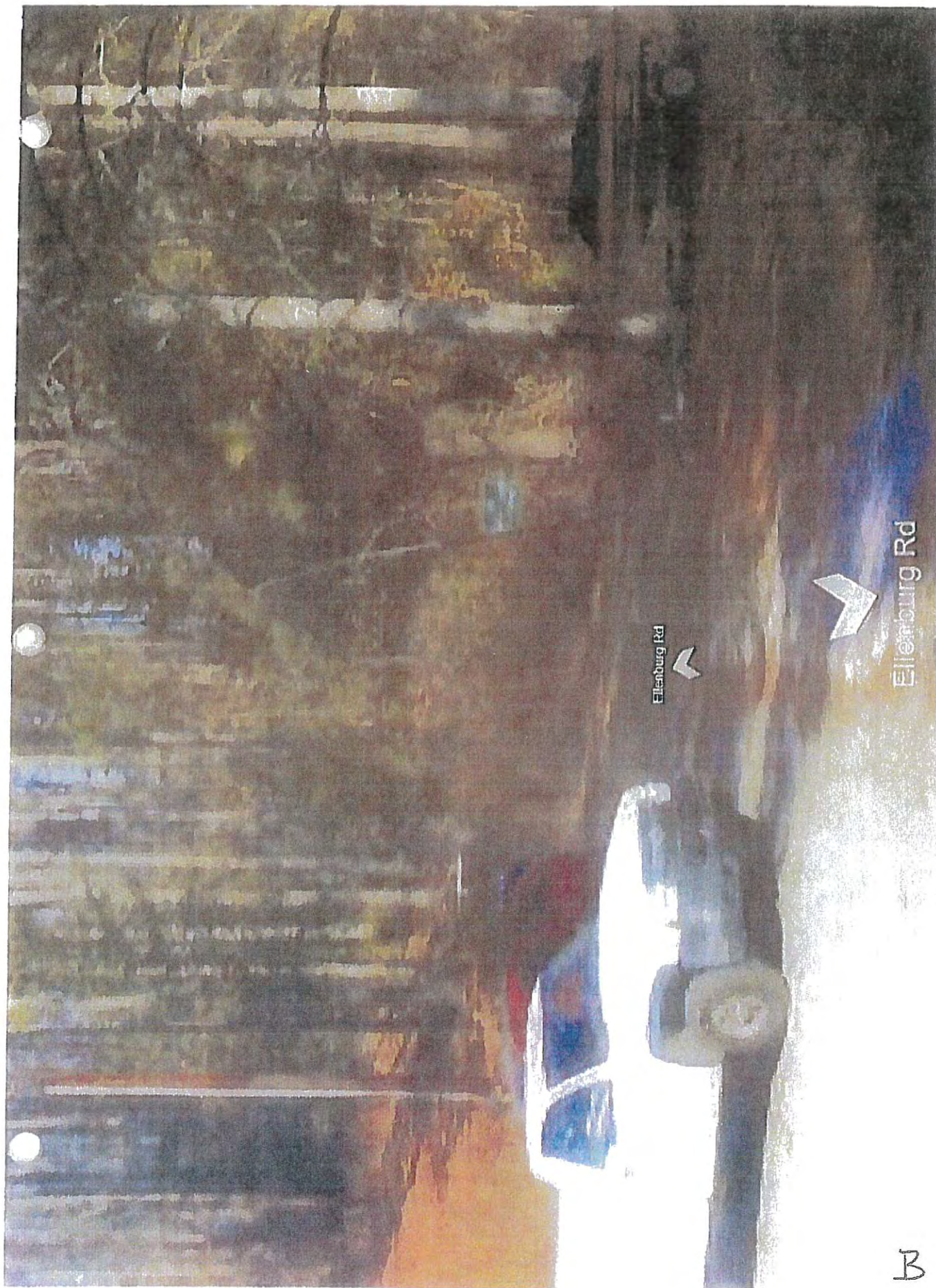


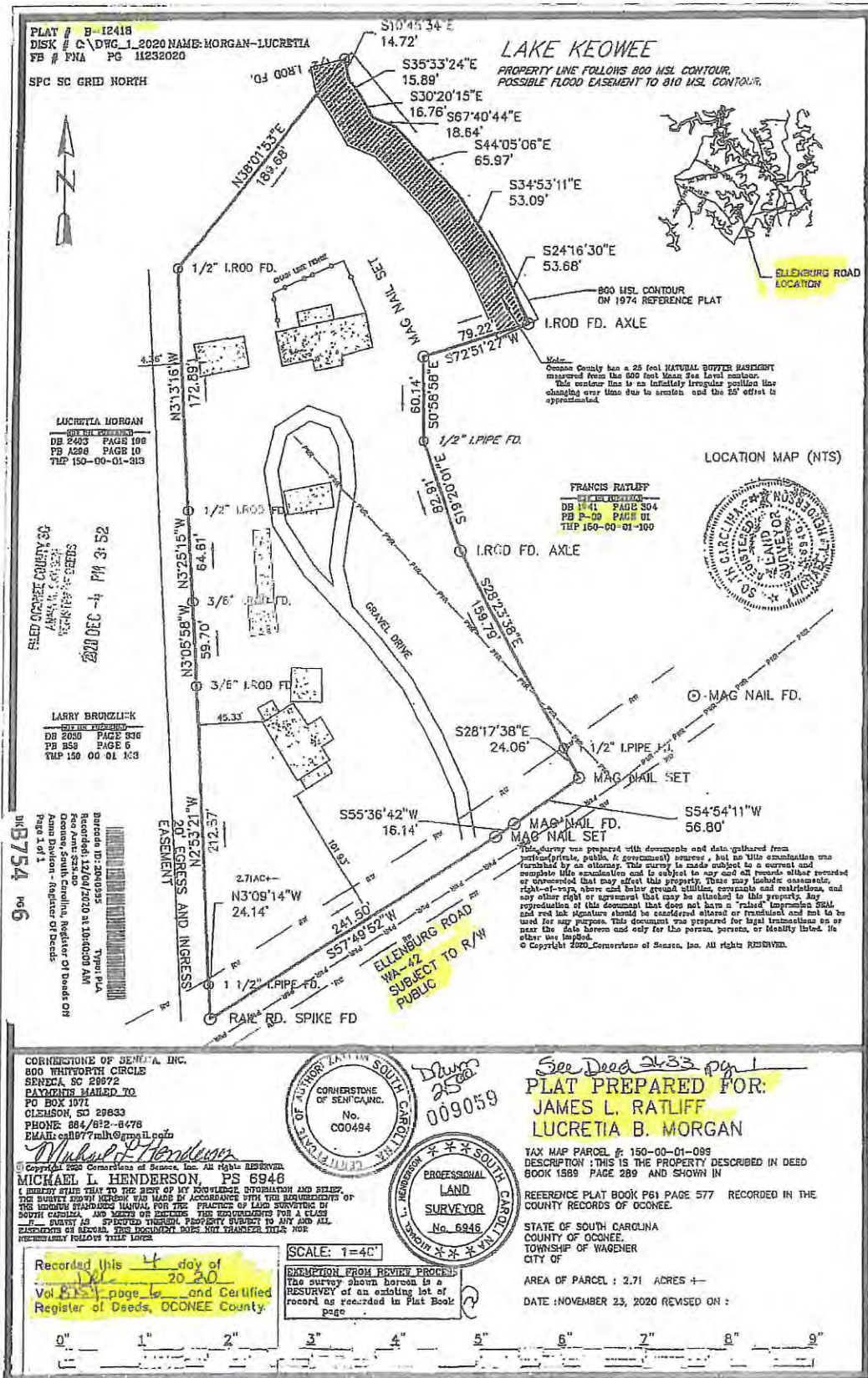
- Legend**
-  Parcels
 -  Landhook
 -  Roads

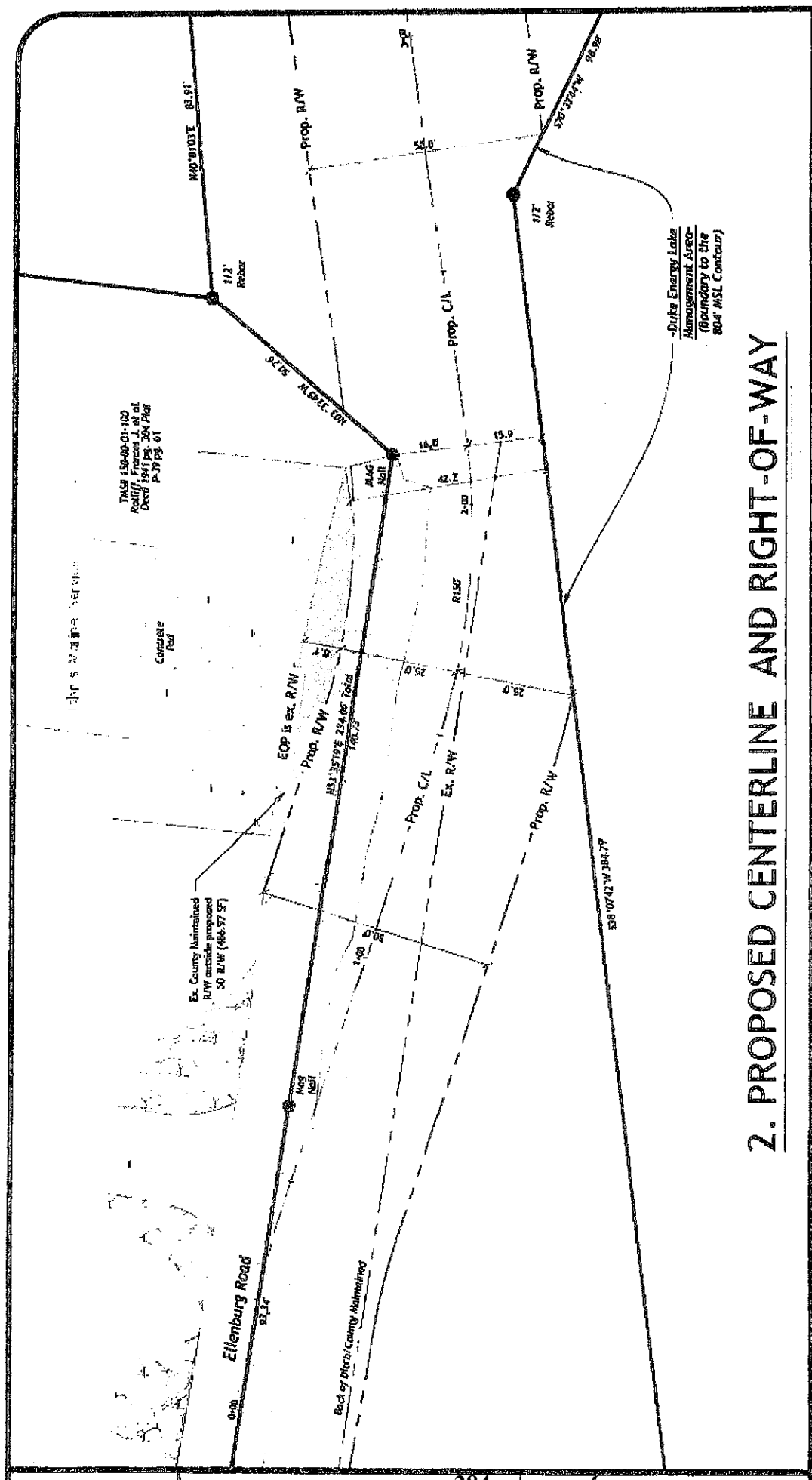
Date created: 4/25/2022
Last Data Uploaded: 4/22/2022 9:19:49 PM

Developed by  **Schneider**
GEOSPATIAL

A







PIONEER SURVEYING

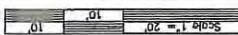
PioneerLandSurvey@gmail.com
PioneerLandServices.com
906 Freeman Road
Liberty S.C. 29657
(864) 231-6820

LINE	BEARING	DISTANCE
L1	N54°54'41"E	56.82'

Legend

(New) (Found)

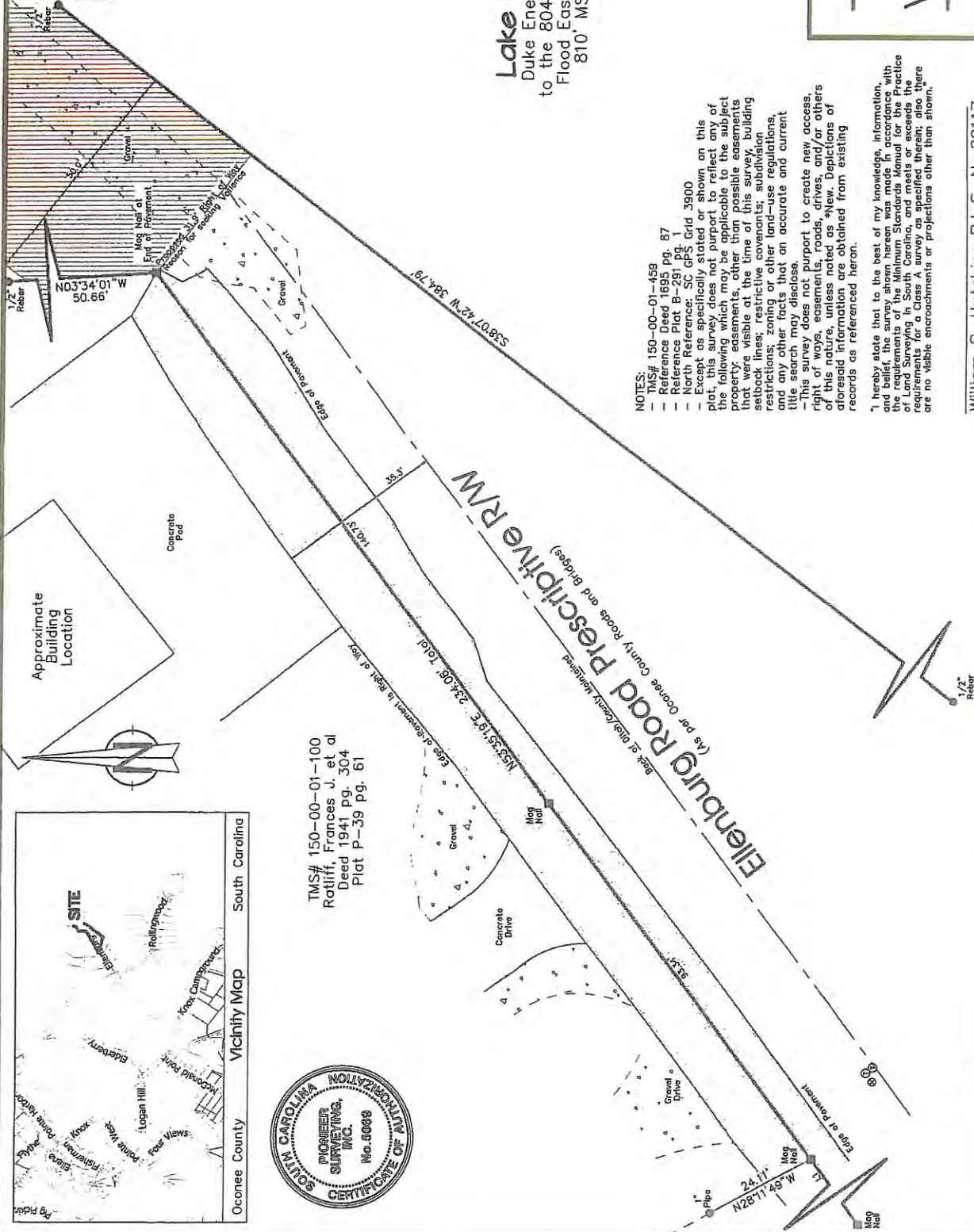
- 1/2" Rod/Rebar
- Mag Nail
- △ Computed Point
- ⊙ Telephone Pedestal
- ⊙ Utility Pole



Lake Keowee
Duke Energy Boundary
to the 804' MSL Contour.
Flood Easement to the
810' MSL Contour.

Exhibit Survey and Certification of Ellenburg Road Variance Request

Date: August 26, 2021



NOTES:

- TMS# 150-00-01-459
- Reference Deed 1695 pg. 87
- Reference Plat B-29 pg. 1
- North Carolina State Grid 3900
- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property: easements, other than possible easements that were visible at the time of this survey, building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, and any other facts that an accurate and current title search may disclose.
- This survey does not purport to create new access, right of ways, easements, roads, drives, and/or others of this nature, unless noted as "New." Depictions of easement information are obtained from existing records as referenced herein.

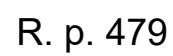
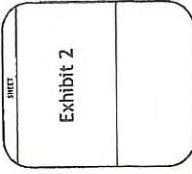
I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the minimum standards for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown.

William C. Hutchins P.L.S. No.29117



TMS# 150-00-01-100
Ratliff, Frances J. et al
Deed 1941 pg. 304
Plat P-39 pg. 61





John's Marine Service
599 Ellenburg Road
Seneca, SC 29672

April 22, 2022

Board of Zoning Appeals
Mr. Codner, Chairperson
415 South Pine Street
Walhalla, SC 29691

Re: Ratliff family opposition to variance application VA21-011 (Ridgewater Engineering and Surveying TMS#150-00-01-459 an unaddressed parcel with the closest address of 599 Ellenburg Rd, Seneca, SC 29672).

Opposition to the variance application to include:

- o Property rights and ownership of 599 Ellenburg Road (TMS#150-00-01-100).
- o Substantial detriment to adjacent property (John's Marine).

Dear Mr. Codner and Members of the Board of Zoning Appeals,

The Ratliff family requests denial of VA21-011 based on lack of resolution from the requirements outlined by the Board in the 11/30/2021 BZA meeting.

Below are the requirements on which the Applicant has failed to meet its Burden of Proof:

Property rights and ownership of 599 Ellenburg Road (TMS#150-00-01-100) includes a private driveway on the property and Applicant and County has failed to show that County has any rights over such:

- 1) Oconee County Roads and Bridges employees provided a copy of the attached Plat dated 2008 to the Ratliff family documenting the Ellenburg Road termination to the west of the Ratliff property. [Attachment 1]
- 2) The physical evidence of pavement transition and road striping are consistent with the documentation dated 2008 provided to the Ratliff family where the road terminates to the west of the Ratliff property. [Attachment 2]
- 3) When the lake was built, the County terminated Ellenburg Road to the west of the Ratliff property line and the Ratliff family has maintained our property with a private driveway serving Jan Ratliff's private residence and John's Marine for over 40 years.
- 4) The County has not performed maintenance on the private driveway and/or Ratliff property and the County has not offered any evidence of maintenance.
- 5) Laurie Ellenburg Bright has provided an affidavit of the termination of Ellenburg Road as evidenced by the End of County Maintenance sign. Laurie resided on Ellenburg Road adjacent to the Ratliff property for a period of 40 years. She is a current resident of Oconee County. [Attachment 3]
- 6) There are no restrictions, easements, or right of ways on the Ratliff property from the property lines on the Deed and Plat. [Attachment 4 and 5]
- 7) The Ratliff family has maintained both sides of the private driveway for over 40 years.
- 8) Oconee County does not have a prescriptive easement over 599 Ellenburg Road and the private driveway.

9) Oconee County has no jurisdiction to issue a variance over a private driveway.

Substantial detriment to adjacent property (John's Marine) remains and Applicant has failed to show otherwise:

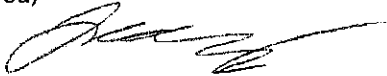
- 1) There will be a crippling, substantial detrimental impact of the variance on John's Marine business. [Attachment 6]
- 2) There would be substantial detriment to John's Marine, preventing the ability to maneuver, park and service boats/trailers, in addition to severely limiting maneuvering by delivery trucks who bring in large motors, and equipment for boat repair. [Attachment 7]
- 3) The service business requires maneuvering boats and large trailers on the Ratliff property. [Attachment 7]
- 4) John's Marine uses the entire private driveway to pull boats out of the water, to put boats into the water, to maneuver boats into the shop for repair, to park boats and to maneuver trailers. [Attachment 7]
- 5) A large number of boats are frequently maneuvered on Ratliff property. [Attachment 7]
- 6) Boats that arrive by water need to be put onto a trailer, pulled from the water, and maneuvered into the shop for repair utilizing the private driveway in front of the shop.
- 7) The variance would permit the developer to change the current road from a private driveway to a private road or public road. This change would allow much more vehicle traffic (~200 cars per day as represented by Oconee County Roads and Bridges) which will prevent John's Marine from using the private driveway to maneuver and service boats as they have been doing for over 40 years in a very narrow stretch of land. This coupling of residential traffic and commercial traffic will be a disaster. [Attachments 8, 9 and 10]
- 8) There would be a substantial detriment to the health and safety of the public with approval of this variance with ~200 additional cars per day on a narrow road.

In conclusion, the Oconee County BZA does not have the authority to take Ratliff property. The applicant has failed to meet the burden of proof for criterion #4 (...substantial determinant to adjacent uses...).

The Oconee County BZA is encouraged to acknowledge these facts and vote against the variance.

We appreciate your consideration in this matter, and we will attend the BZA meeting on 4/25/2022 to continue to represent the Ratliff position.

Thank you,



Jimmy Ratliff
John's Marine Service

cc: Edward (Jay) Ratliff Jr.

Sherri D. Crisp

Amy L. Cawthon

Frances J. Ratliff

County Council members:

John Elliot, Chair

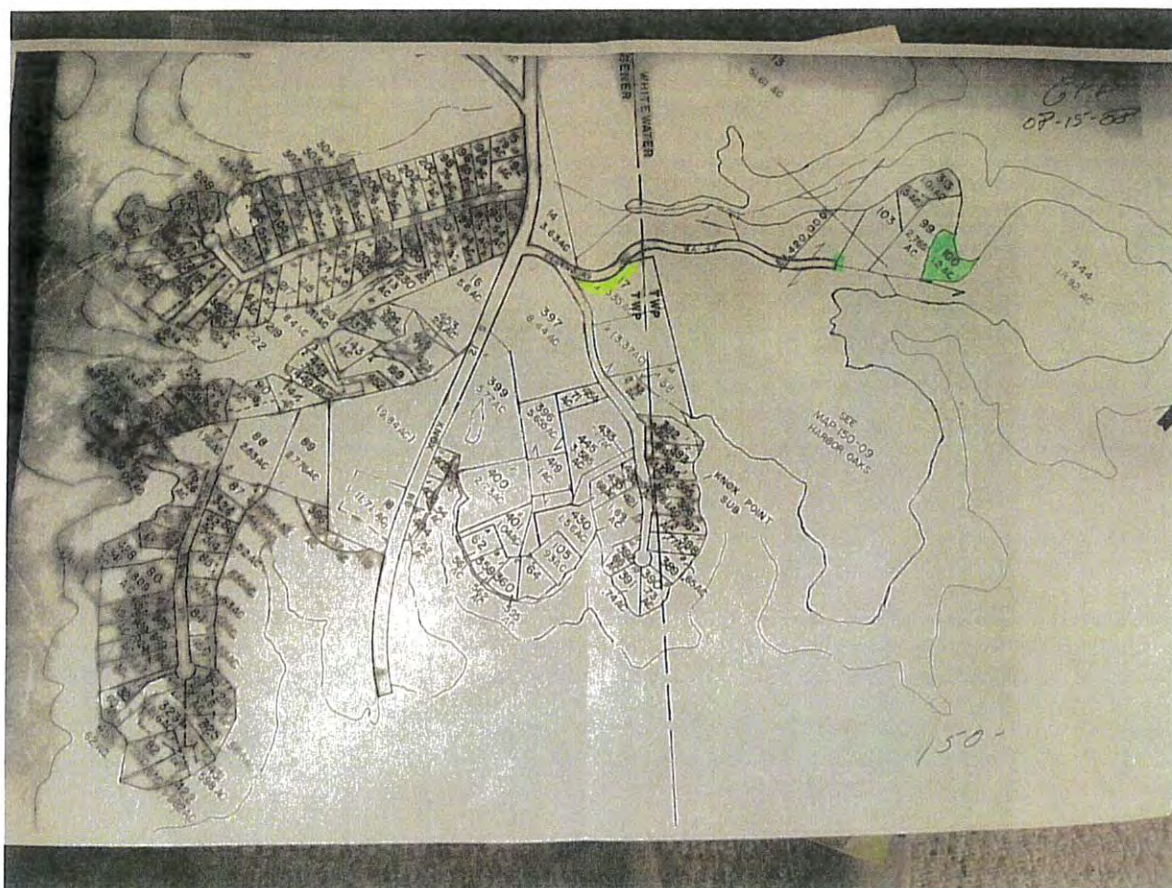
Julian Davis III

Matthew Durham

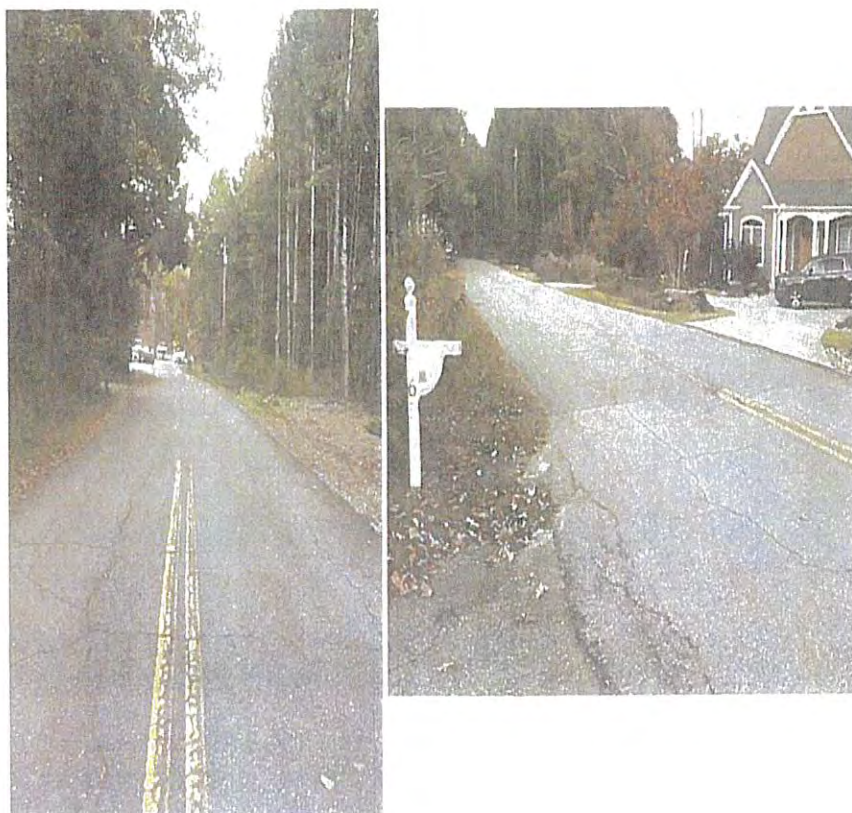
James Glenn Hart

Paul A. Cain, Esq.

Attachment #1 (Map of end of county maintenance provided to the Ratliff family in 2008):



Attachment 2 (Physical evidence of road termination):



Attachment 3 (Ellenburg affidavit End of County Maintenance)

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

AFFIDAVIT OF LAURIE ELLENBURG BRIGHT

BEFORE ME appeared, Laurie Ellenburg Bright, who deposes and says:

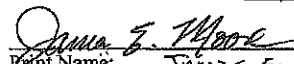
1. I reside at 178 Madison Pointe Drive, Seneca, South Carolina, 29678 and have personal knowledge of the matter set forth herein.
2. Prior to moving to my current residence in March 2021, I resided at 591 Ellenburg Road, Seneca, South Carolina 29672.
3. I grew up/resided at 591 Ellenburg Road for a period of 40 years. Intermittently, I left Ellenburg Road from 1995-2002.
4. I am the grand-daughter of T.B. Ellenburg, the original owner of the property who sold a portion of his farmland for the creation of Lake Keowee.
5. My grandfather, T.B., was given naming rights for the road and he chose to name it Ellenburg Road.
6. After the creation of Lake Keowee, I recall an "End of County Maintenance" sign between 575 Ellenburg Road and 585 Ellenburg Road. I drove past this "End of County Maintenance" sign for years. This "End of County Maintenance" sign was located near a bathtub that my grandfather used to water his cattle.

FURTHER AFFIANT SAYETH NAUGHT.


LAURIE ELLENBURG BRIGHT

1

SWORN to before me this 21st day of April, 2022.


Print Name: JAMES E. MOORE
Notary Public for State of S.C.
My Commission Expires: 7-24-2025

14-I Page 102

State of South Carolina,
County of Oconee.

TITLE TO REAL ESTATE

County Doc. Tax in amt
of \$399.00 collected

RECORDED
NOT A MARSHAL
MAY 07 1981
CLERK OF COURT
OCONEE COUNTY, S. C.

Know All Men By These Presents, That we, Jennings Deway Burton and Nancy R. Beardon Burton, formerly Nancy R. Beardon,

in the then sheweth, for and in consideration of the sum of \$10.00 and other considerations to us paid by Edward J. Ratliff and Frances J. Ratliff in two equal shares the moieties whereof in hereby acknowledged, have granted, conveyed, sold and released, and by these presents do grant, bargain, sell and release unto the said Edward J. Ratliff and Frances J. Ratliff, their heirs and assigns forever:

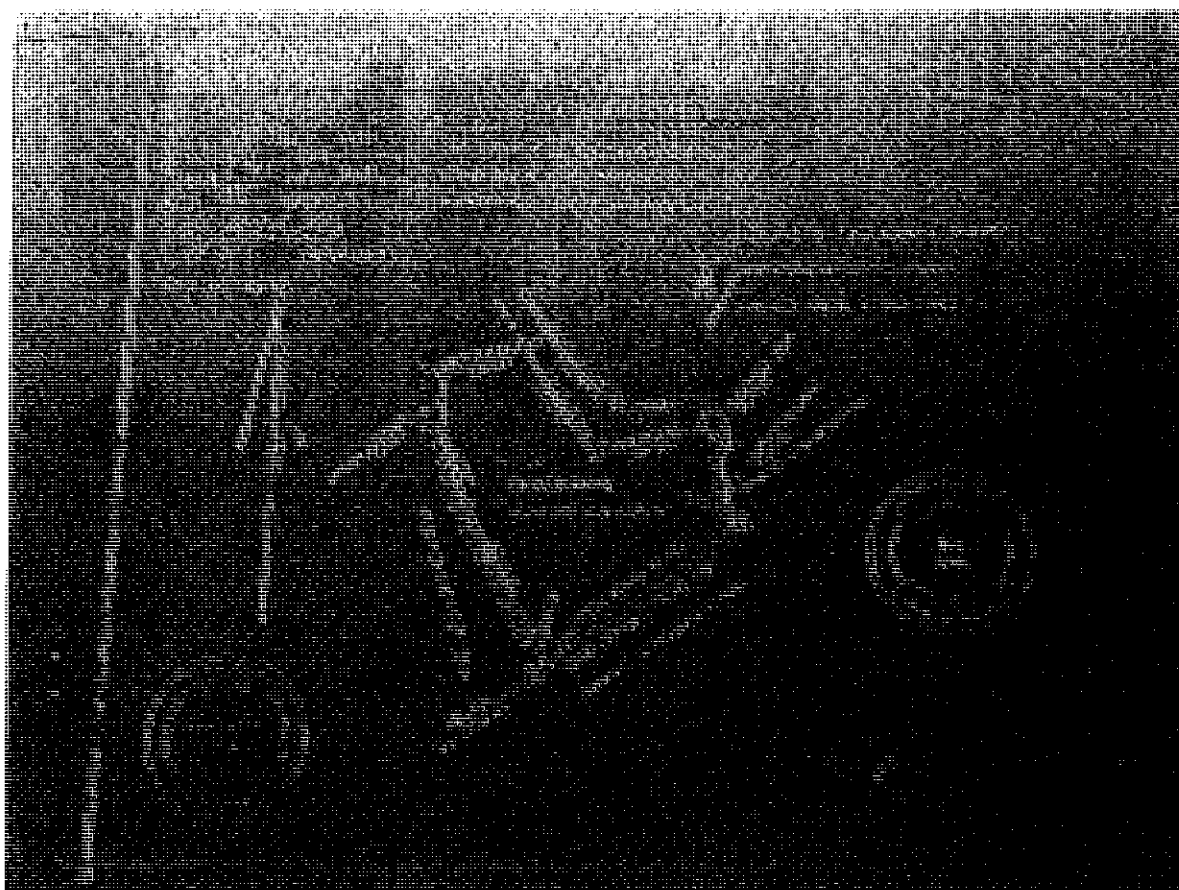
All that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Oconee, Seconee District, containing 1.225 acres, more or less, shown on plot thereof by Schumacher Engineering Service dated 8/28/74 and recorded in Plat Book P-39, page 61, records of Oconee County, South Carolina.

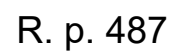
This being the identical property conveyed unto Nancy R. Beardon by deed of T. B. Hilenburg dated 6/30/74 and recorded in Deed Book 12-A, page 476, with a one-half interest having been conveyed to Jennings Deway Burton by deed of Nancy R. Beardon Burton, formerly Nancy R. Beardon, by deed recorded in Deed Book 12-A, page 433, records of Oconee County, South Carolina.

This conveyance is made subject to any easements or rights-of-way for roadways or utilities heretofore conveyed by the Grantors herein or any predecessor in title as may appear of public record or upon the ground.

102

Attachment 5 (Ratliff Platt Book P-39 page 61):





Attachment 7 (John's Marine servicing boats on Ratliff property):

Pic #1: 20 foot pontoon being serviced



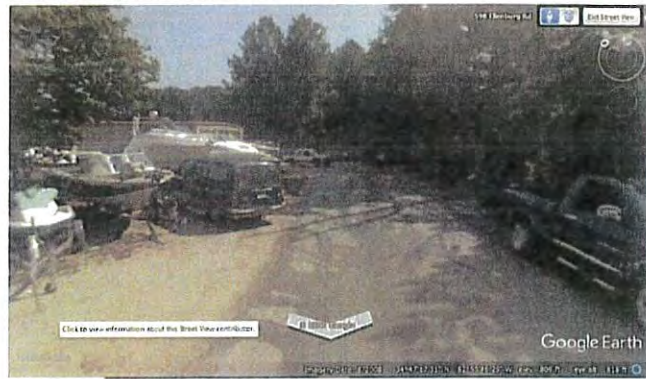
Pic #2: View standing in center of proposed 9.1 foot right of way



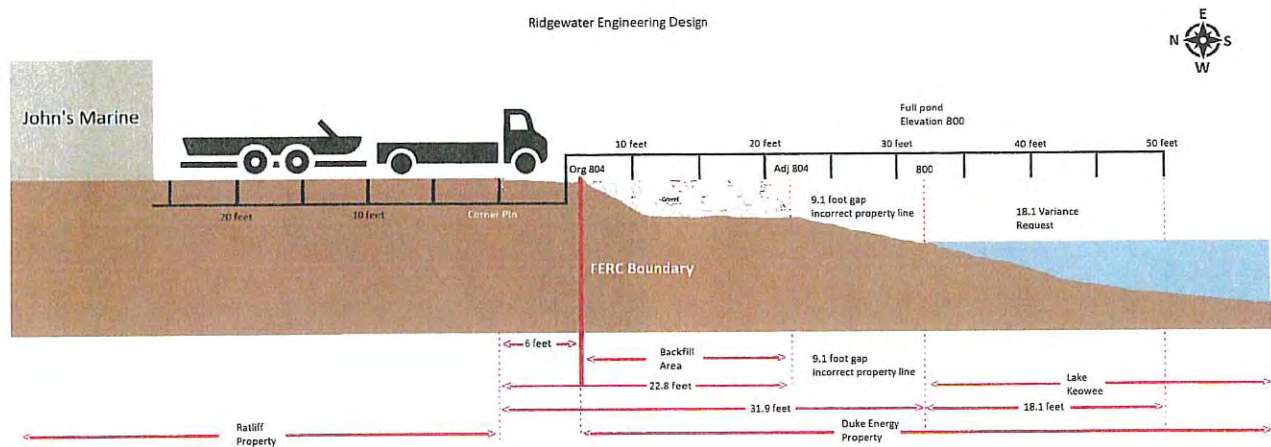
Pic #3: Customer pickup and delivery of boats.



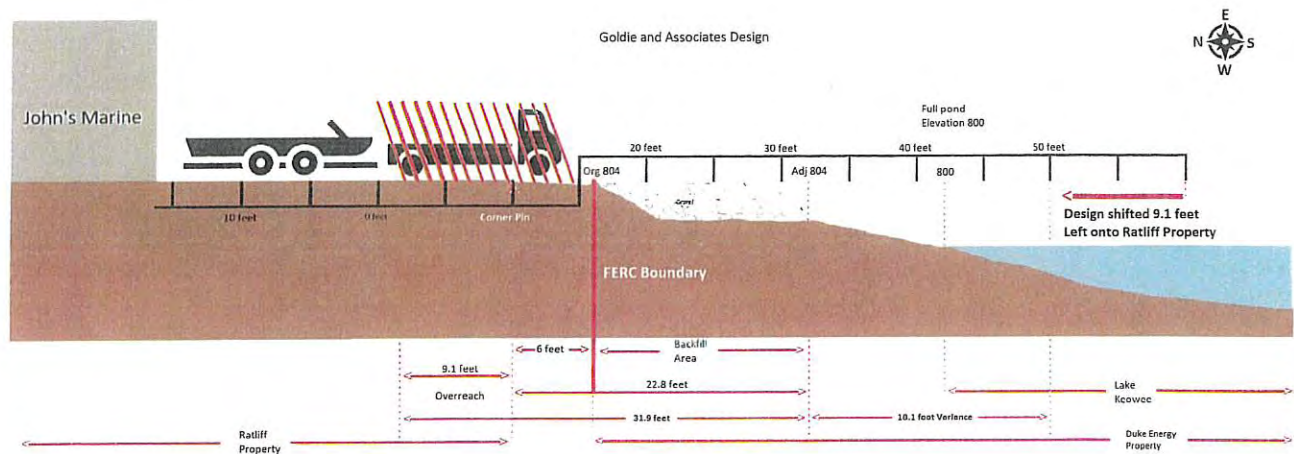
Pic #4: Google street view from 2008.



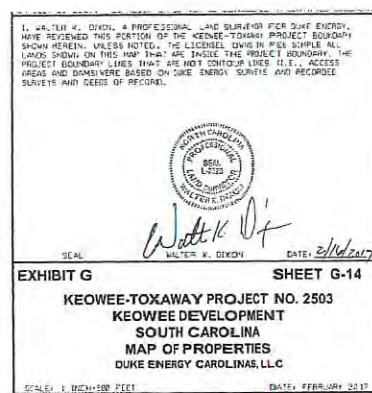
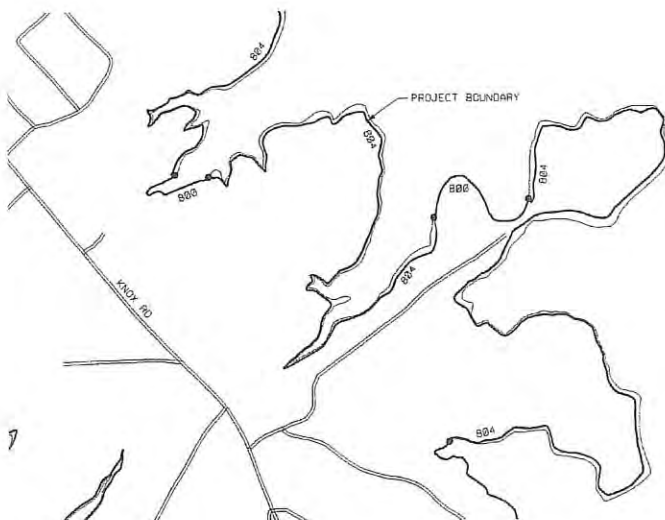
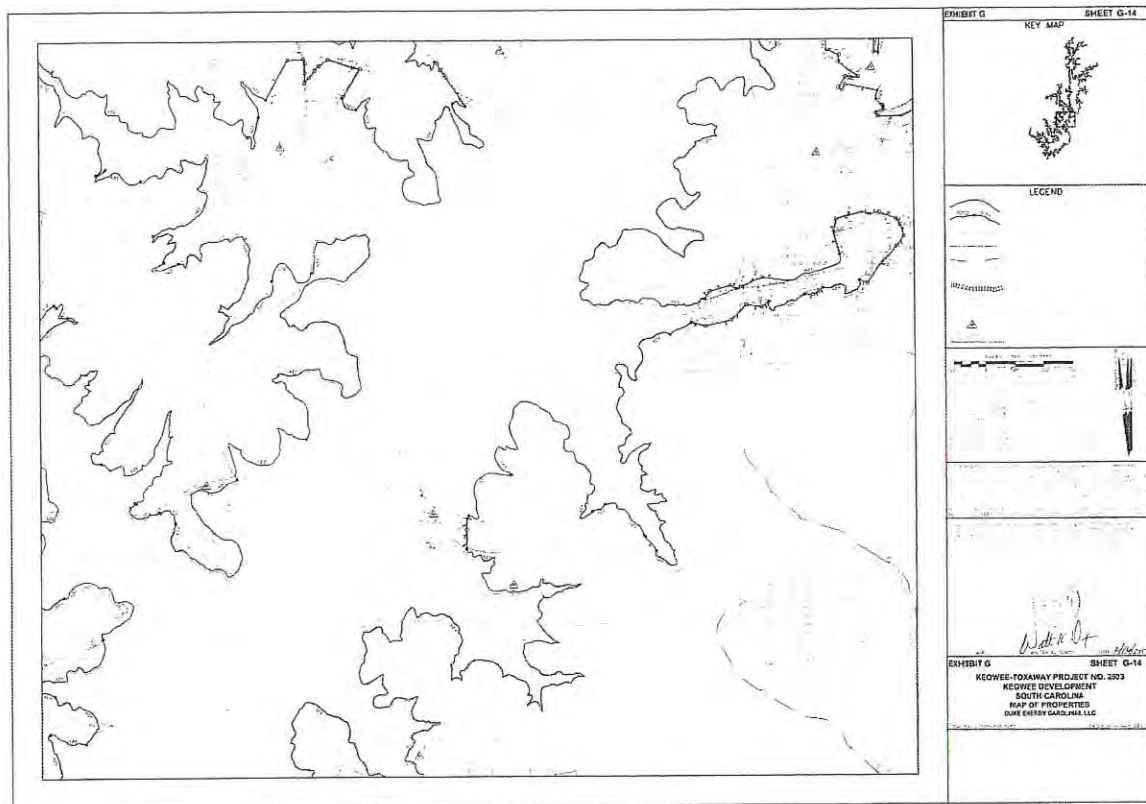
Attachment 8 (Scale diagram of Ridgewater Engineering design):



Attachment 9 (Scale diagram of Goldie and Associates design):



Attachment 10 (Project boundary map provided by Federal Energy Regulatory Commission):



LAKE KEOWEE
FULL POND
EL. 600.0

James Coley

From: James Coley
Sent: Monday, April 25, 2022 4:57 PM
To: Vivian Kompier
Subject: FW: Johns Marina

From: Jennifer C. Adams
Sent: Monday, April 25, 2022 4:57 PM
To: James Coley <jcoley@oconeesc.com>
Subject: FW: Johns Marina

One more email...

Jennifer C. Adams
Oconee County Clerk to Council
P: 864-718-1023
jennifercadams@oconeesc.com
415 South Pine Street
Walhalla, SC 29691

CONFIDENTIALITY NOTICE: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

From: Jefeuno [<mailto:jefeuno@gmail.com>]
Sent: Monday, April 25, 2022 4:56 PM
To: Council Clerk Info <councilclerkinfo@oconeesc.com>
Subject: Johns Marina

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

We completely support Johns Marina and it should be left alone. This small business does not need to be shut down by big business to accommodate more homes on Lake Keowee.

We wish we could attend the meeting to show support for Johns Marina, but I travel for work and am out of town.

Jeff & Rosemary Albright
9 Rip Tide Ct, Salem, SC 29676

engineer has yet to provide these. Instead, they are going to ask that you grant them a variance without a clear idea of what is taking place if it is not essential to them to produce correct plans, how important it should be for the community to accept a variance request.

The zoning ordinance has some clear regulations that are required to be met to grant a variance. I have reviewed these questions and provided some of my comments on them below. I will point out that the applicant must prove they need an exception from these and the Board must find in favor of all four to grant the exception. Failure of one question should mean the variance is denied.

1: There are extraordinary and exceptional conditions pertaining to the particular piece of property.

The agenda provided does not show any proof from the developer or staff as to what extraordinary and exceptional condition applies to this property. Did the developer negotiate with the neighboring property owner for 18.1 more feet and was denied. Did the 19 lots exist before the adoption of the ordinance, making it non-conforming? The requirements are placed on the property owner to show why this should be answered in the affirmative. Just reviewing the plans, one can conclude that the property owners want to have more lots than three allowed, and this variance is expected.

2. The conditions do not generally apply to other properties in the area.

It would seem that every other subdivision of greater than three parcels in the area has complied with this requirement. Unless we are going to amend the provisions of 50 feet, making it smaller, I believe the Board must vote against approving this question.

3. Because of these conditions, the application of this chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.

The Owner could still subdivide the property into three parcels or sell the whole existing parcel. By denying this, we are not creating unreasonable property restrictions or taking the property. In other words, the property can still be used reasonably. An owner does not have any assurances that they can be allowed a more advantageous use when the property does not meet the ordinances. The Board of Zoning appeals should not find in the affirmative on this question since the property still has value and use without a public right-of-way.

4. The authorization of a variance will not be of substantial detriment to adjacent uses or to the public good, and the character of the district will not be harmed by the granting of the variance.

a. The Board of zoning appeals may not grant a variance, the effect of which would be to allow the establishment of a use not otherwise permitted. The fact that the property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance.

Question 4(A) speaks for itself. The granting of a variance would allow for a 19 unit subdivision that would otherwise not be allowed. The last sentence address one of the prime arguments of most developers. Just because 19 lots may be more profitable does not mean it is better for the community. The Board should find against this question.

In addition to all these statements, the agenda package of the zoning appeals leaves much to be desired. The lack of information leaves much up to assumption. The county staff should provide more details, a staff report of their findings, the specific ordinances the applicant is seeking a variance from, and the applicant's application. How can a citizen, much less a board member, be expected to make an informed decision if the information of the decision cannot be obtained easily.

Regards,
Aubrey Miller
197 Knox Landing Drive
Seneca, SC 29672

James Coley

From: Andrew Holliday <andrewkentholliday@gmail.com>
Sent: Monday, April 25, 2022 12:43 PM
To: James Coley
Subject: Ellenburg Road - Ratliff

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Mr. Coley,

I have attached the message below for the BZA meeting tonight. I thought I would be able to attend but now am unable to do so. It is my hope that you will present it to the Board.

Board Representatives,

I write to you as I am unable to attend tonight's meeting. I would ask that you approve the variance request #VA 21-011 as requested by Ridgewater Engineering based on the plain text of Oconee County Code of Ordinances Section 38-7.1.

While you are obligated to balance many factors I do not see this decision as a difficult one. The first three questions you must consider seem to me to be very straightforward and should be easy yes votes.

The property is clearly extraordinary, unusual, and unique in that it has an incredibly narrow isthmus. The size of this isthmus is why this variance request is presently before you. Due to the unique and exceptional conditions pertaining to the narrowness of this isthmus, these conditions do not generally apply to other properties in the area. Few similar properties exist around the circumference of Lake Keowee but to the extent similar properties do exist, they are developed and have homes built on them. Because of the narrowness of the isthmus, the developer is unable to provide the County with the required fifty foot right of way for the entrance of the neighborhood. The County's present regulations do effectively prohibit and unreasonably restrict the use of the property. Without a variance, the property owner will be prohibited from the reasonable development and utilization of their property.

The fourth question you must answer is more difficult but that is mostly due to the ridiculous amount of misunderstandings, rumors, and outright lies being told about this variance request. The most dangerous untruth being told with regard to this variance request is that this developer is decreasing the size of the current road and seizing property from Mr. Ratliff. You and the developer do not have the authority to seize Mr. Ratliff's property for this purpose nor would the road size be decreased. The size of the proposed road is clearly shown on Page 7 the backup material provided for this meeting as Graphic 4 which shows the proposed paving/repaving. This graphic clearly shows the asphalt area will at least double in size and provide Mr. Ratliff access to the concrete pad serving his business effectively doubling the size of the paved area. These drawings do not show that Mr. Ratliff will be "cut off" as has been asserted. The doubling of paved surfaces adjacent to his business does not sound like a substantial detriment to Mr. Ratliff or a substantial detriment to the operations of his business. It has been claimed that the granting of this variance will prevent trucks from reaching Mr. Ratliff and prevent him from putting boats into or pulling boats out of the lake. Both of these claims can not be true if graphic 4 is accurate. There have also been claims that dangerous conditions will be present on the road if this variance is granted. If the paved area near Mr. Ratliff's property is doubled presumably any safety concerns would be reduced. Mr. Ratliff's claims regarding safety ring especially hollow when considering that his business is the cause of large trucks to be traversing Ellenburg Road in the first place.

I am not aware of any substantial arguments relating to detriments to the public good made by Mr. Ratliff or others but to the extent they assert such, I would disagree. Mr. Ratliff's opposition to this variance seem personal and pecuniary and not focused on the public good. My opinion is that he is seeking to extort this developer and I think he expects to be paid off to drop his opposition to this developer. I also believe it is clear that the character of the district will not be harmed by the granting of this variance. If the variance is granted, the proposed subdivision will be similar in character to the vast majority of the surrounding district. The only outlier in this area is the commercial operation run by Mr. Ratliff.

Most importantly, the ownership of the road and the easements or lack thereof is immaterial to your decision. You do not have the authority to determine the ownership of the road nor should you. That belongs squarely in the purview of the Circuit Court in the event Mr. Ratliff sees fit to bring such a case. In my opinion he would lose such a case due to an easement by necessity clearly existing through his property but that point truly is irrelevant to you decision making.

Lastly, I hope you will fairly consider these four factors alone and disregard the numerous red herrings and misrepresentations that have been presented to you. The location of the road in relation to the 804 line is immaterial to this variance since the county regulation in question (the imposition of a requirement for a fifty foot right of way) has nothing to do with the 804 line and only Duke Energy is the only entity that could object to use of land below the 804 line. Likewise, the ownership of the road is immaterial as the variance only applies to the developer's property and as previously covered this developer can not seize Mr. Ratliff's property. A private agreement between the developer and Mr. Ratliff is also immaterial because they are unable to grant themselves an exception from County regulations as only you have that power. You are only considering a variance and not the merit of the proposed development. A variance is merely an exception to a rule and I believe this situation clearly warrants an exception to the County's requirement for a fifty foot right of way.

Thanks,

Andrew Holliday

James Coley

From: James Coley
Sent: Monday, April 25, 2022 4:54 PM
To: Vivian Kompier
Subject: FW: Developers generally think they can buy there way through life taking advantage of good people.

From: Jennifer C. Adams
Sent: Monday, April 25, 2022 4:42 PM
To: James Coley <jcoley@oconeesc.com>
Subject: FW: Developers generally think they can buy there way through life taking advantage of good people.

And this one as well.....

Jennifer C. Adams
Oconee County Clerk to Council
P: 864-718-1023
jennifercadams@oconeesc.com
415 South Pine Street
Walhalla, SC 29691

CONFIDENTIALITY NOTICE: All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately and destroy all copies of the original message.

From: Cynthia and Don Leggett [<mailto:cydonetics@hotmail.com>]
Sent: Monday, April 25, 2022 4:40 PM
To: Council Clerk Info <councilclerkinfo@oconeesc.com>
Subject: Developers generally think they can buy there way through life taking advantage of good people.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Jimmie is good people.

Don Lee (not related!)

Sent from [Mail](#) for Windows

OCONEE COUNTY BOARD OF ZONING APPEALS

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Minutes

6:00 PM – April 25, 2022

Members in Attendance

Tim Mays

Bill Gilster

Marty Mckee

Jim Codner

John Eagar

Staff

David Root, County Attorney

James Coley, Planning Director

Vivian Kompier, Senior Planner

Kyle Reid, Roads and Bridges

Media

Lauren Pierce, The Journal

ITEM 1 – Call to order – Mr. Codner called the meeting to order at 6:00 PM.

ITEM 2 – Brief statement about rules and procedures – Mr. Codner outlined the proceedings of the meeting going forward:

- Applicant will provide a presentation to state their request (5 minutes).
- Staff will be asked to make any comments regarding the request.
- The public is allowed to voice their approval or opposition to the proposed. Please do not repeat opinions that have already been stated into the record (3-5 minutes).
- Applicant rebuttal
- Board members will discuss in detail.
- Voting

ITEM 3 – Approval of minutes from February 28, 2022 – Mr. Eagar made a motion to approve the minutes from February 28th; seconded by Mr. Mays Discussion – none. Mr. Codner called for a vote. The motion passed 5/0,

ITEM 4 – Special exception application #SE22-003 – Faulk & Foster – Victoria Farmer is requesting a special exception to construct a 172' monopole telecommunications tower (182' top of lightning rod) TMS#285-00-05-001 an

unaddressed parcel with the closest address of 315 Hopewell Church Rd.
Westminster, SC 29693.

Applicant's opening statement and provision of evidence:

Ms. Farmer addressed the need for the tower, as there is limited service in the area.

Staff comments:

- Mr. Coley confirmed the is required for all communication towers, and there were no variances requested in addition to this application. The requirements for tower had been met in the design.

Public comment:

- Rod Lense- in favor, lack of service in the area

Applicant rebuttal:

NA.

Board Questions:

NA

Board discussion:

NA

1. In accordance with the comprehensive plan and is consistent with the spirit, purposes, and the intent and specific requirements of this chapter, to include the definition and intent of the district in which the special exception is being requested:
 - a. Motion – Mr. Eagar made a motion in the affirmative, seconded by Mr. Mays.
A brief discussion followed.
 - b. Vote

In-favor	Opposed
5	0

Mr. Codner noted that the criterion passed.

2. In the best interests of the County, the convenience of the community and the public welfare:
 - a. Motion – Mr. Eagar made a motion in the affirmative, seconded by Mr. Mckee.
 - b. Vote

In-favor	Opposed
5	0

Mr. Codner noted that the criterion failed.

3. Suitable for the property in question, and designed, constructed, operated, and maintained so as to be in harmony with appropriate in appearance to the existing or intended character of the general vicinity:

- a. Motion – Mr. Eagar made a motion in the affirmative, seconded by Mr. Mays.
A brief discussion followed.
- b. Vote

In-favor	Opposed
5	0

Mr. Codner noted that the criterion passed.

4. Suitable in terms of effects on highway traffic, parking and safety with adequate access arrangements to protect streets from undue congestion and hazards.

- a. Motion – Mr. Eagar made a motion in the affirmative; seconded by Mr. McKee.
A brief discussion followed.
- b. Vote

In-favor	Opposed
5	0

Mr. Codner noted that the criterion passed.

5. Mr. Codner asked – Based on the evidence presented to the Board, do I hear a motion that the proposed special exception be **approved with the following condition: No Outside Boarding, pet runs, outside kennels, pet daycare.**

- a. Motion – Mr. Eagar made a motion; seconded by Mr. Mays. No discussion.
- b. Vote

In-favor	Opposed
5	0

ITEM 5 – Variance application #VA 21-011-Continuation from 1/24/2022 BZA hearing postponement: Ridgewater Engineering and Surveying – Joe Meaders is requesting an 18.1' variance from the 50' Right of Way for the entrance of the subdivision due to the end of the existing road not making full access into the property and only having a prescriptive ditch to ditch right-of-way. TMS # 150-00-01-459 an unaddressed parcel with the closest address of 599 Ellenburg Rd, Seneca, SC 29672.

Applicant's opening statement and provision of evidence: Ms. Smith noted that the applicant has made attempts to reach a resolution with the Ratliff's, and have reached an been unable to resolve the issue, and are coming back to the board for a decision. She believes that they meet the criteria for the variance. The geography and topography

limit the development of the property. The lake is an additional factor limiting the applicant's ability to develop the property. It is the applicants position that the ordinance is overly restrictive and granting of the variance will not negatively impact the adjacent property owners. Ms. Smith detailed the applicant's roadway design.

Staff comments and Board questions:

- Mr. Root stated the County position that the road is under a prescriptive easement based on institutional knowledge, but that the affidavits presented call that into question.
- Mr. Reid explained the road surface area, and the right-of-way. Right-of-way is additional space for maintenance, utility, drainage, widening. Mr. Reid explained that there is no record that the property was ever turned over to the property owners. To the best knowledge of the County staff, the road was originally a state road, that the County assumed responsibility for after the creation of the lake. Neither the state nor the County have documentation relating to Ellenburg Road. Mr. Reid also contacted Crescent to see if they had any documentation, and they did not.

Public Comment:

- Rick McDuff- The BZA does not have authority to make this decision. The Ratliff family has paved and maintained the end of the road. There is no evidence of County maintenance on the road. Institutional knowledge is not the basis for changing the proposed course of the road.
- Ken Charles- concerned about fire safety, against the variance
- Jay Ratliff- Mr. Ratliff stated his qualifications, he showed a drawing he overlayed with boats, trucks, and use of the property. Mr. Ratliff showed his revised right-of-way drawings. The family believes there will be a negative impact on the family business. The board asked about usage of the road for the business and discussion about the impacts of the variance. Mr. Ratliff confirmed that they have not been able to reach resolution. Mr. Ratliff is concerned the board is using economic interests as justification.
- Larry Brandt- The Ratliff plats and deeds show public right-of-way. Ellenburg is a public road and cannot be abandoned without following proper procedures. The applicant is willing to deed property to the Ratliff's to maintain access to the road.
- John Richardson- against, the unique property should be protected.
- Doug Cooper- Mr. Cooper thanked the board for allowing additional public comment. The developer has placed filled on the site. Mr. Cooper believes the developer has indicated they have permission from Duke, but they actually have not. Mr. Cooper believes the County does not maintain the end of the road. Mr. Cooper believes the 50' right-of-way was in effect when the property was purchased.
- Bruce Dew- against, variance is a problem for the business.

- Serena Richardson- road is dangerous and narrow. Ms. Richardson believes illegal fill has been added to the property. Ms. Richardson believes emergency services will not be able to access the property. Ms. Richardson is concerned that locals are not being looked after, and that investors are being prioritized.
- Chris Leonard- against
- Lucretia Morgan- Ms. Morgan stated issues with statements made by Mr. Johnson at the November 2021 meeting regarding this variance. Ms. Morgan provided copies of minutes from a 2006 County Council meeting where 50' right-of-way requirements for subdivisions were in place.(see exhibit 2). Ms. Morgan stated in addition, dating back to 2000, Ordinance 99-14 Section 6.7.3 Private Roads, the 50' ROW was in place. On August 1, 2000 John Hamrick attended the county council meeting to discuss proposed changes to Ordinance 99-14 and was in opposition to the way property would have to be divided under the proposed subdivision regulations (Exhibit 1). Ms. Morgan provided the deeds proving the home size statements made by the developer were inaccurate. Ms. Morgan stated the developer needs the Ratliff's in order to make their plan work. Ms. Morgan stated that a variance cannot be approved based on only profitability per Oconee County Code of Ordinances Section 32-5. Ms. Morgan is opposed to granting the variance.

Applicant rebuttal: Mr. Andy Lee stated the plats along Ellenburg show the right-of-way. Mr. Lee stated the road standards have changed over the years and that roads have widened as standards have improved. Mr. Lee stated the County repaved the bad part of the road and left the remainder due to where the previous construction took place. Mr. Lee stated the portion at the end of the road could not have been abandonment as described opposition. Mr. Lee stated he does not need Duke's permission to develop. Mr. Lee reviewed the need for the variance.

Board questions for Staff:

- Mr. Root clarified that the board has the ability to make a decision.
- Mr. Reid clarified that the 200 average daily trips number was not an official estimation, and was a general statement to a question. He confirmed that a professional traffic study would be required for this development. Mr. Reid stated the work on the upper section of the road was done after construction and was a large patch job where the road was crumbling.
- Mr. Coley confirmed that Emergency Management will review turn abounds
- Mr. Reid confirmed that the Road paving on Ellenburg was at the direction of the County Engineer.

Mr. Codner made a Motion to take a 10-minute break seconded by Mr. Mays, motion passed 5-0

Mr. Codner called the meeting back to order at 7:55 pm

Board Discussion:

- Mr. Eagar the board should make a decision
- Mr. Mays the applicant still has a lot of other requirements
- Mr. Codner, the narrow point in on the applicant's property
- Mr. Mckee who will do the work on the road- the developer will be responsible to road construction
- Mr. Root discussed road abandonment
- A traffic study is required for road width determination
- Safety is paramount
- Mr. Codner everyone wants John's Marine to stay
- Discussion of use of the road as part of the business
- Discussion of if there is more space for John's Marine after the new road is constructed.
- Duke power issues are not applicable to this discussion
- County roads are not built to accommodate pedestrian traffic
- This is not being evaluated based on economic impacts
- Safety is the primary review criteria
- Mr. Coley reviewed the applicant had reached out for a decision by the Board after attempting to reach a resolution
- Discussion regarding conditions

Consideration of VA21-011:

1. There **are** extraordinary and exceptional conditions pertaining to the particular piece of property:
 - a. Motion – Mr. Eagar made a motion, seconded by Mr. Mays. No discussion.
 - b. Vote

In-favor	Opposed
5	0

Mr. Codner noted that the criterion passed.

2. These conditions **do not** generally apply to other property in the vicinity:
 - a. Motion – Mr. Eagar made a motion, seconded by Mr. McKee. No discussion.
 - b. Vote

In-favor	Opposed
5	0

Mr. Codner noted that the criterion passed.

3. Because of these conditions, the application of this chapter to the particular piece of property **would** effectively prohibit or unreasonably restrict the utilization of the property; and

a. Motion – Mr. Eagar made a motion, seconded by Mr. May. Brief discussion followed.

b. Vote

In-favor	Opposed
5	0

Mr. Codner noted that the criterion passed.

4. The authorization of a variance **will not** be of substantial detriment to adjacent uses or to the public good, and the character of the district will not be harmed by the granting of the variance.

a. Motion – Mr. Eagar made a motion; seconded by Mr. May. Discussion- does this harm John's Marine? Will the impact have severe impacts? Discussion- does this harm John's Marine? Will the impact have severe impacts?

b. Vote

In-favor	Opposed
5	0

Mr. Codner noted that the criterion passed.

5. Mr. Codner asked – Based on the evidence presented to the Board, do I hear a motion that the proposed variance be **Approved**.

a. Motion – Mr. Eagar made a motion; seconded by Mr. Mays. Vote. No Discussion

In-favor	Opposed
5	0

Mr. Codner noted that variance request was **approved** with the following conditions:

Order approved subject to proper abandonment procedures, compliance with all ordinances and state law on acceptance into the County roadway system. Developer grant/ deed John's Marine property so that there is reasonable, unimpeded access to the new road.

Item 6 Adjourn – Mr. Eagar made a motion to adjourn; seconded by Mays. Mr. Codner called for a vote. Motion passed unanimously 5/0.



Meeting agenda
Monday, April 25, 2022 6:00pm

1. Call to order
2. Approval of minutes: 03/28/2022
3. Brief statement about rules and procedures
4. Special exception application #SE22-003 – Faulk & Foster – Victoria Farmer is requesting a special exception to construct a 172' monopole telecommunications tower (182' top of lightning rod) TMS#285-00-05-001 an unaddressed parcel with the closest address of 315 Hopewell Church Rd. Westminster, SC 29693.
5. Variance application #VA 21-011-Continuation from 1/24/2022 BZA hearing postponement: Ridgewater Engineering and Surveying – Joe Meaders is requesting an 18.1' variance from the 50' Right of Way for the entrance of the subdivision due to the end of the existing road not making full access into the property and only having a prescriptive ditch to ditch right-of-way. TMS # 150-00-01-459 an unaddressed parcel with the closest address of 599 Ellenburg Rd, Seneca, SC 29672.
6. Adjourn

**Oconee County
Board of Zoning
Appeals**

Council Chambers
415 South Pine Street
Walhalla, S.C. 29691

www.oconeesc.com

YouTube: "YourOconee"

Staff contact

846-638-4218
planninginfo@oconeesc.com

BOARD MEMBERS

Jim Codner, Chairman, District I	Marty McKee, District IV
Gwen Fowler, District II	Bill Gilster, District III
John Eager, Vice Chairman, At-Large	Tim Mays, District V
Bill Decker, At-Large	

OCONEE COUNTY BOARD OF ZONING APPEALS

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Minutes

6:00 PM – March 28, 2022

Members in Attendance

Gwen Fowler

Marty Mckee

John Eagar

Tim Mays

Jim Codner

Bill Gilster

Staff

James Coley, Planning Director

Vivian Kompier, Senior Planner

Media

None

ITEM 1 – Call to order – Mr. Codner called the meeting to order at 6:00 PM.

ITEM 2 – Approval of minutes from February 28, 2022 – Mr. Eagar made a motion to approve the minutes from February 28th; seconded by Mr. Mays Discussion – none. Mr. Codner called for a vote. The motion passed 6/0,

ITEM 3 – Brief statement about rules and procedures – Mr. Codner outlined the proceedings of the meeting going forward:

- Applicant will provide a presentation to state their request (5 minutes).
- Staff will be asked to make any comments regarding the request.
- The public is allowed to voice their approval or opposition to the proposed. Please do not repeat opinions that have already been stated into the record (3-5 minutes).
- Applicant rebuttal
- Board members will discuss in detail.
- Voting

ITEM 4 – 4. Special exception application #SE22-002: Keowee Animal Hospital – Monica Parker is requesting to change the commercial use of the building from financial services to a veterinary hospital while keeping the current functional ATM in place. TMS# 124-00-02-004, 8233 Rochester Highway, Salem, SC, 29676.

Applicant's opening statement and provision of evidence:

Dr. Parker presented her case. She stated the building is inside the Lake Overlay district, and requires a change of use from financial services to agricultural support. She is requesting an additional combined usage to keep the ATM in its current location active. Dr. Parker presented that she believed there is a need for an animal hospital in this area, and that there is a 10-mile and 12-mile gap from this location to the next nearest animal hospital. Dr. Parker presented that she believes the exemption is in the best interest of the County. Dr. Parker explained that there will be no outside access, outside kennels, no dogs outside on their own. Dr. Parker explained that the traffic flow will not be impacted by the change of use.

Staff comments:

- Mr. Coley confirmed the application is required due to the location in the lake overlay, and changing the CCD use from financial services to agricultural support, and an additional change from single use to combined use, of agricultural support and financial services, by leaving the ATM in use on site. Mr. Coley confirmed that any additional building on the parcel will require an additional BZA hearing.

Public comment:

- Hugh Pearson- Dr. Parker is a good neighbor and good vet, in favor
- Harry Toupet- SC Dog Therapy Group, thinks there is a need for vet in this location
- Rhonda Grant- personal friend for 45yrs. in favor.
- Doug Hettinger- in favor with requirement that no outdoor kennels, pens, or boarding now, or in the future.
- Kevin McCracken- General manager KKPOA, the utility provider is satisfied, provided there are no outdoor runs or kennels, animal waste is collected due to proximity to the lake, and would like the lighting to be addressed with shielding, or vegetation planted on the back of the property to block
- Scott Sanders- in favor of the exception
- Jim Hamby- from Pickens County, but would be traveling to Dr. Parker for services
- Ron Cilensek- concerned about crematory services if they are provided
- Peter Brandt- listing agent of property, feels that this is the best use of the property
- Laura Kenimore- is the boarding facility that Dr. Parker will be referring clients
- Sheryl Matthews- would like assurances that if another vet takes over the facility, any restrictions would remain in place

Applicant rebuttal:

Dr. Parker would like to define boarding, in reference to sick animals and animals being treated. Would like to express that kennels will be indoor for animals being treated. They will not have crematory services. Will have people to pick up animal poop. Dr. Parker would be willing to look into the shielding the lights. The board chairman discussed a working definition of boarding, no outdoor kennels, runs, dog day cares.

Board Questions:

Dealing with waste, medical waste is treated separately by a specialized company.
Normal waste is disposed normally
Is this a clinic or animal hospital, this is hospital

Board discussion:

Do the restrictions remain after sale of the property, yes
The chairman discussed the email comments that were received, that generally follow the in person comments
Discussion to come up with the restrictions:
"No outside boarding, pet runs, outside kennels, pet daycare"

1. In accordance with the comprehensive plan and is consistent with the spirit, purposes, and the intent and specific requirements of this chapter, to include the definition and intent of the district in which the special exception is being requested:
 - a. Motion – Mr. Eagar made a motion in the affirmative, seconded by Mr. Mays. A brief discussion followed.
 - b. Vote

In-favor	Opposed
6	0

Mr. Codner noted that the criterion passed.

2. In the best interests of the County, the convenience of the community and the public welfare:
 - a. Motion – Mr. Eagar made a motion in the affirmative, seconded by Mr. McKee.
 - b. Vote

In-favor	Opposed
6	0

Mr. Codner noted that the criterion failed.

3. Suitable for the property in question, and designed, constructed, operated, and maintained so as to be in harmony with appropriate in appearance to the existing or intended character of the general vicinity:

- a. Motion – Mr. Eagar made a motion in the affirmative, seconded by Mr. Mays.
A brief discussion followed.
- b. Vote

In-favor	Opposed
6	0

Mr. Codner noted that the criterion passed.

4. Suitable in terms of effects on highway traffic, parking and safety with adequate access arrangements to protect streets from undue congestion and hazards.
- a. Motion – Mr. Eagar made a motion in the affirmative; seconded by Mr. Mays.
A brief discussion followed.
- b. Vote

In-favor	Opposed
6	0

Mr. Codner noted that the criterion passed.

5. Mr. Codner asked – Based on the evidence presented to the Board, do I hear a motion that the proposed special exception be **approved with the following condition: No Outside Boarding, pet runs, outside kennels, pet daycare.**
- a. Motion – Mr. Eagar made a motion; seconded by Ms. Fowler. No discussion.
- b. Vote

In-favor	Opposed
6	0

Mr. Codner noted that the special exception was approved with the following conditions:
No outside boarding, pet runs, outside kennels, pet daycare.

Item 5 Adjourn – Mr. Eagar made a motion to adjourn; seconded by Mays. Mr. Codner called for a vote. Motion passed unanimously 6/0.

**1) Special exception application #SE22-003 – Faulk & Foster –
Victoria Farmer is requesting a special exception to construct a 172'
monopole telecommunications tower (182' top of lightning rod)
TMS#285-00-05-001 an unaddressed parcel with the closest address of
315 Hopewell Church Rd. Westminster, SC 29693.**



Verizon Wireless
8921 Research Drive
Charlotte, North Carolina 28262
Phone 704 510-8500

Vivian Kompier
Planning Director
Oconee County Planning Department
415 S. Pine Street Room 212
Walhalla, SC 29691
Direct line (864) 364-5109

Subject: Application for Special Exception Oconee County
Verizon Wireless Site #682871 Toccoa Hwy
Hopewell Church Rd, Westminster
Parcel ID: 285-00-05-001

Enclosed in support of Verizon Wireless's request for special exception are the signed and stamped site plans as well as the following required documents and reports:

- Completed Special Exception Application Form
- Fully Executed Lease Agreement representing Owner Approval
- Airspace Aeronautical Study
- FCC Licensing Detail
- Balloon Test Photo Sims and Line of Sight Mapping
- Proof of Liability Insurance
- Verizon Exemption Request from Stealth Design Letter

Also enclosed is a check in the amount of \$6,000.00 representing the fees involved with this request. Thank you for your assistance. Please contact me if there is anything else you need.

Sincerely,

Victoria M. Farmer

Zoning Specialist, Faulk & Foster
Representatives for Verizon Wireless
(423) 802-7847

Corporate Headquarters, 1811 Auburn Avenue, Monroe LA 71201
318.325.4666, Fax 318-325-6324
faulkandfoster.com



8921 RESEARCH DRIVE
CHARLOTTE, NC 28262

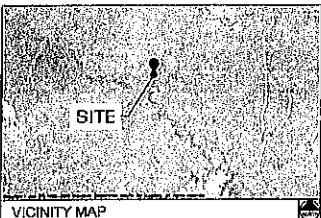
TOCCOA HWY

SITE ADDRESS (E-911 TBD)

HOPEWELL CHURCH RD
WESTMINSTER, SC
OCCONEE COUNTY
LATITUDE: 34°37' 5.24"N
LONGITUDE: 83° 09' 53.44"W
TAX/PIN #: 285-00-05-001
ZONING: CDF

OCCONEE SHERIFF'S DEPARTMENT
300 S CHURCH ST
WALHALLA, SC 29691
PHONE: (804) 639-4111
ATTN: CUSTOMER SERVICE

CLEVELAND RURAL FIRE DEPARTMENT
884 CLEVELAND PIKE RD
WESTMINSTER, SC 29693
PHONE: (804) 547-0068
ATTN: CUSTOMER SERVICE



FROM CHARLOTTE OFFICE: GET ON I-85 S FROM RESEARCH DR (1.1 MI), FOLLOW I-85 S TO SC-111 N IN OCCONEE COUNTY, TAKE EXIT 1 FROM I-85 S (150M), COMPLES ON SC-111 N, TAKE STATE RD S-37-100, BLACK RACK RD STATE RD S-37-47 AND TAYLOR RD TO HOPEWELL CHURCH RD (15.8 MI) MERGE ONTO SC-111 N, TURN LEFT ONTO FINE STATION RD STATE RD S-37-100, TURN LEFT ONTO BLACK RACK RD STATE RD S-37-47, TURN RIGHT ONTO DR JOHN'S RD STATE RD S-37-47, TURN LEFT ONTO STATE RD S-37-100/BLACK RD, TURN LEFT TOWARD US-424 S, TURN LEFT ONTO US-123 S, TURN RIGHT ONTO HOPEWELL CHURCH RD, DESTINATION WILL BE ON YOUR LEFT.

DRIVING DIRECTIONS

JURISDICTION:
OCCONEE COUNTY

STATE:
SOUTH CAROLINA

TOWER TYPE:
MONOPOLE TOWER

TOWER HEIGHT:
172' (162' TO HIGHEST APPURTENANCE)

NUMBER OF CARRIERS:
0 EXISTING, 1 PROPOSED

USE:
PROPOSED TELECOMMUNICATIONS TOWER
AND UNMANNED EQUIPMENT

FLOOD INFO:
SITE IS LOCATED WITHIN FEMA FLOOD MAP
AREA 4507/000350 DATED 08/11/2009 WITHIN
FLOOD ZONE X

PROJECT SUMMARY

DEVELOPER
VERIZON WIRELESS
8921 RESEARCH DRIVE
CHARLOTTE, NC 28202
PHONE: (704) 677-8765
ATTN: MICHAEL HAVEN

POWER COMPANY
PURE ENERGY PROGRESS
PHONE: (800) 462-2777
ATTN: CUSTOMER SERVICE

PROPERTY OWNER
RSM PROPERTY HOLDING R/LMB
4208 BAKERS FARM PLACE SE
ATLANTA, GA
PHONE: (404) 992-8812
ATTN: KATHERINE MAXWELL

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 800
ALPHARETTA, GEORGIA 30009
PHONE: (770) 546-4105
ATTN: DAVID FRANKLIN

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
---	SITE SURVEY (SHEET 1 OF 3)
---	SITE SURVEY (SHEET 2 OF 3)
---	SITE SURVEY (SHEET 3 OF 3)
N1	GENERAL NOTES
C1	OVERALL SITE PLAN
C2	SITE PLAN
C3	EQUIPMENT PAD LAYOUT
C4	EQUIPMENT RACK DETAIL - FRONT
C5	EQUIPMENT RACK DETAIL - REAR
C6	CONCRETE PAD FOUNDATION DETAILS
C7	FENCE, GATE, AND COMPOUND DETAILS
C8	GRADING AND EROSION CONTROL PLAN
C9	GRADING AND EROSION CONTROL DETAILS
C10	ACCESS ROAD DETAILS
C11	SITE SIGNAGE DETAILS
C12	WAVEGUIDE BRIDGE DETAILS
C13	ANTENNA AND TOWER ELEVATION DETAILS
L1	LANDSCAPING PLAN
E1	ELECTRICAL NOTES
E2	UTILITY SERVICE ROUTING PLAN
E3	OVERALL UTILITY ROUTING PLAN
E4	METER RACK DETAILS
E5	ELECTRICAL SINGLE LINE DIAGRAM
E6	PANEL SCHEDULE
E7	ELECTRICAL DETAILS
E8	GROUNDING NOTES
E9	GROUNDING PLAN
E10	GROUNDING SINGLE LINE DIAGRAM
E11	GROUNDING DETAILS
E12	GROUNDING DETAILS

SHEET INDEX

OCCONEE COUNTY PLANNING & ZONING
415 S. PINE ST
WALHALLA, SC 29691
PHONE: (804) 364-5115
ATTN: CUSTOMER SERVICE

PERMIT INFORMATION

PROJECT INFORMATION:
SITE NAME:
TOCCOA HWY
SITE NO.: 082871
PROJECT #: 20212231136
HOPEWELL CHURCH RD
WESTMINSTER, SC
OCCONEE COUNTY

PLANS PREPARED BY:
Kimley-Horn
11720 AMBER PARK DRIVE, SUITE 800
ALPHARETTA, GA 30009
PHONE: 770-546-4105
WWW.KIMLEY-HORN.COM
© 2010 Kimley-Horn

JMA PROJECT NUMBER:
03509320

DRAWN BY: JMR CHECKED BY: DMF

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1

30' LESSEE NON-EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT

TOGETHER WITH A 30 FOOT LESSEE NON-EXCLUSIVE ACCESS, FIBER AND UTILITY EASEMENT LYING AND BEING IN TUGALO TOWNSHIP, OCONEE COUNTY, SOUTH CAROLINA, AND BEING A PORTION OF THE LANDS OF KBM PROPERTY HOLDINGS, LLC, AS RECORDED IN DEED BOOK 1724, PAGE 251, OCONEE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 16-INCH REBAR FOUND AT THE SOUTHERNMOST PROPERTY CORNER OF SAID LANDS, LYING ON THE NORTH-WESTERLY RIGHT-OF-WAY LINE OF HOPEWELL CHURCH ROAD, AND HAVING A SOUTH CAROLINA GRID NORTH, NAD 83, SINGLE ZONE VALUE OF N: 1019875.7156 E: 1348810.4760; THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, NORTH 36°47'22" EAST, 10.13 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, NORTH 62°31'32" WEST, 74.83 FEET TO A POINT; THENCE, NORTH 01°06'12" EAST, 257.09 FEET TO A POINT; THENCE, NORTH 31°01'46" WEST, 15.68 FEET TO A POINT; THENCE, SOUTH 58°58'14" WEST, 35.00 FEET TO A POINT; THENCE, NORTH 31°01'46" WEST, 30.00 FEET TO A POINT ON THE LESSEE PREMISES HAVING A SOUTH CAROLINA GRID NORTH, NAD 83, SINGLE ZONE VALUE OF N: 1019996.4926 E: 1346701.5617; THENCE RUNNING ALONG SAID LESSEE PREMISES, NORTH 58°58'14" EAST, 100.00 FEET TO A POINT; THENCE LEAVING SAID LESSEE PREMISES, SOUTH 31°01'46" EAST, 30.00 FEET TO A POINT; THENCE, SOUTH 58°58'14" WEST, 35.00 FEET TO A POINT; THENCE, SOUTH 31°01'46" EAST, 24.32 FEET TO A POINT; THENCE, SOUTH 01°06'12" WEST, 247.12 FEET TO A POINT; THENCE, SOUTH 62°31'32" EAST, 61.14 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 36°47'22" WEST, 30.40 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON SOUTH CAROLINA GRID NORTH, NAD 83, SINGLE ZONE.

SAID EASEMENT CONTAINS 0.3031 ACRES (13,203 SQUARE FEET), MORE OR LESS.

PARENT PARCEL

(PER ORDER NO. 34773964)

PARCEL 1:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING AND BEING IN OCONEE COUNTY, SOUTH CAROLINA, CONTAINING APPROXIMATELY 23.51 ACRES AS SHOWN ON PLAT OF JERRY E. BYRD, RLS 48097, DATED JUNE 18, 1992, AND RECORDED SEPTEMBER 17, 1993 IN PLAT BOOK A217, PAGE 5, RECORDS OF OCONEE COUNTY, SOUTH CAROLINA.

LESS AND EXCEPT:

ALL THAT CERTAIN PLACE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE STATE AND COUNTY AFORESAID WEST OF THE TOWN OF WESTMINSTER ON WILLARD KING ROAD AND LOT #3 OF HARBIN'S HARBORS; BEGINNING AT NORTHWEST CORNER OF LOT #3 AND RUNNING EAST +/- 501.5 FEET TO IRON PIN ON LEE LINE; THENCE SOUTH ALONG LEE LINE +/- 150 FEET TO IRON PIN; THENCE WEST +/- 492 FEET TO IRON PIN; THENCE NORTH +/- 180 FEET TO IRON PIN AND POINT OF BEGINNING AND CONTAINING +/- 2 ACRES.

PARCEL 2:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE, AND BEGINNING AT AN IRON PIN ON SOUTHWEST CORNER AND RUNNING NORTH 74.9 FEET TO AN IRON PIN; THENCE SOUTH 117.46 FEET TO AN IRON PIN; THENCE SOUTHWEST 154.15 FEET TO AN IRON PIN AND POINT OF BEGINNING AND CONTAINING, MORE OR LESS, .10 ACRES SHOWN BY PLAT RECORDED SEPTEMBER 17, 1993 IN VOLUME A217, PAGE 5 AND CERTIFIED.

PARCEL 3:

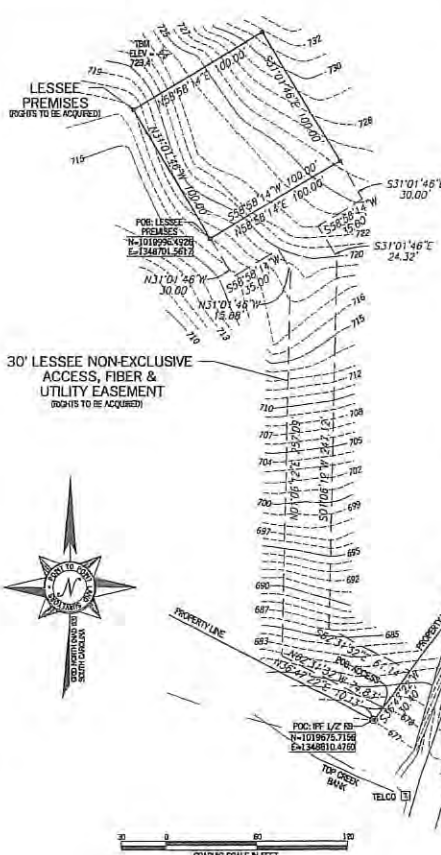
ALL THAT CERTAIN PIECE, PARCEL OR TRACT LYING AND BEING IN OCONEE COUNTY, SOUTH CAROLINA, AND CONTAINING FOUR (4) ACRES, MORE OR LESS, AND BEING DESCRIBED, TO WIT:

BEGINNING AT THE SOUTHEASTERN MOST CORNER OF AN APPROXIMATELY 33.7 ACRE TRACT ON OR NEAR CHAUGA RIVER, NOW OR FORMERLY OF TITLED IN THE NAME OF W. J. HARBIN, ET AL. AT A POINT ON, IN OR ADJACENT TO SC HIGHWAY 68; THENCE IN A NORTH-WESTERLY DIRECTION ALONG THE NORTHERN MOST BOUNDARY OF THE 33.7 ACRE TRACT, A DISTANCE OF 417 FEET; THENCE TURNING NINETY DEGREES (90 DEGREES) IN A SOUTHWESTERLY DIRECTION AND CONTINUING IN A STRAIGHT LINE A DISTANCE OF 417 FEET; THENCE TURNING NINETY DEGREES (90 DEGREES) IN A SOUTHEASTERLY DIRECTION AND CONTINUING IN A STRAIGHT LINE A DISTANCE OF 417 FEET TO A POINT ON, IN OR ADJACENT TO SC HIGHWAY 68; THENCE IN A NORTH-EASTERLY DIRECTION ALONG SC HIGHWAY 68 TO POINT OF BEGINNING. THE PROPERTY BEING CONVEYED HEREIN CONTAINS APPROXIMATELY FOUR (4) ACRES AND LESS IN THE EASTERN MOST CORNER OF THAT PARCEL OF LAND DEPICTED ON THE TAX MAPS OF OCONEE COUNTY AS PARCEL #285-05-001.

AND BEING A PORTION OF THE PROPERTY CONVEYED TO KBM PROPERTY HOLDINGS, LLC, FROM KATHERINE BARRETT MAXWELL, BY TITLE TO REAL ESTATE DATED JUNE 17, 2009 AND RECORDED JUNE 23, 2009 IN DEED BOOK 1724, PAGE 251.

TAX PARCEL NO. 285-00-001

LEGEND
P.B. POINT OF BEGINNING
P.C. POINT OF COMMENCEMENT
R.F. RIGHT-OF-WAY
R.L. RIGHT-OF-LEASE
N.M. NORTH-MOST
S.M. SOUTH-MOST
O.L. OVERLAP
D.L. DOWNSIDE
U.L. UPSIDE
S.L. SOUTHERN-LEAST
N.L. NORTHERN-LEAST



SITE INFORMATION

LESSEE PREMISES = 10,000 SQUARE FEET (0.2296 ACRES)

LATITUDE = 34°37'05.37" NAD 83 (N 04.0181587)

LONGITUDE = 83°09'53.48" NAD 83 (W 143.1645507)

AT CENTER LESSEE PREMISES

ELEVATION AT CENTER OF LESSEE PREMISES = 723.9' A.M.S.L.

LESSEE PREMISES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN TUGALO TOWNSHIP, OCONEE COUNTY, SOUTH CAROLINA, AND BEING A PORTION OF THE LANDS OF KBM PROPERTY HOLDINGS, LLC, AS RECORDED IN DEED BOOK 1724, PAGE 251, OCONEE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 16-INCH REBAR FOUND AT THE SOUTHERNMOST PROPERTY CORNER OF SAID LANDS, LYING ON THE NORTH-WESTERLY RIGHT-OF-WAY LINE OF HOPEWELL CHURCH ROAD, AND HAVING A SOUTH CAROLINA GRID NORTH, NAD 83, SINGLE ZONE VALUE OF N: 1019875.7156 E: 1348810.4760; THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, NORTH 36°47'22" EAST, 10.13 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, NORTH 62°31'32" WEST, 74.83 FEET TO A POINT; THENCE, NORTH 01°06'12" EAST, 257.09 FEET TO A POINT; THENCE, NORTH 31°01'46" WEST, 15.68 FEET TO A POINT; THENCE, SOUTH 58°58'14" WEST, 35.00 FEET TO A POINT; THENCE, NORTH 31°01'46" WEST, 30.00 FEET TO A POINT ON THE LESSEE PREMISES HAVING A SOUTH CAROLINA GRID NORTH, NAD 83, SINGLE ZONE VALUE OF N: 1019996.4926 E: 1346701.5617; THENCE RUNNING ALONG SAID LESSEE PREMISES, NORTH 58°58'14" EAST, 100.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, NORTH 62°31'32" WEST, 74.83 FEET TO A POINT; THENCE, NORTH 01°06'12" EAST, 257.09 FEET TO A POINT; THENCE, NORTH 31°01'46" WEST, 15.68 FEET TO A POINT; THENCE, SOUTH 58°58'14" WEST, 35.00 FEET TO A POINT; THENCE, SOUTH 31°01'46" EAST, 30.00 FEET TO A POINT; THENCE, SOUTH 58°58'14" WEST, 35.00 FEET TO A POINT; THENCE, SOUTH 31°01'46" EAST, 24.32 FEET TO A POINT; THENCE, SOUTH 01°06'12" WEST, 247.12 FEET TO A POINT; THENCE, SOUTH 62°31'32" EAST, 61.14 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE; THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 36°47'22" WEST, 30.40 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON SOUTH CAROLINA GRID NORTH, NAD 83, SINGLE ZONE.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.



NO.	DATE	REVISION
1.	07/13/2021	ADDED TITLE - AIT

POINT TO POINT LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:

CELLCO PARTNERSHIP
d/b/a/
VERIZON WIRELESS

1 VERIZON WAY,
BASKING RIDGE,
NEW JERSEY 07000

TOGCOA HWY
LOCATION CODE:
682871

TUGALO TOWNSHIP,
OCONEE COUNTY,
SOUTH CAROLINA

DRAWN BY: AIT
CHECKED BY: JCL
APPROVED: D. MILLER
DATE: JUNE 17, 2021

PDP JOB #: 210983552
SHEET:
2
OF 2

1.00 GENERAL NOTES 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT. 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND VERIZON SPECIFICATIONS, THE VERIZON PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION. 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER. 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS. 1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION. 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4" IN 7' FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE. 1.07 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE, FROM VERIZON PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION. 1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND CUTS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES. 1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED. 1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "SOUTH CAROLINA 811" 72 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (888) 721-7877 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER. 1.11 CONTRACTOR TO PROVIDE CHAMPTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION. 1.12 CONTRACTOR TO PROVIDE STYME LOCK OR EQUIVALENT AS APPROVED BY VERIZON PROJECT MANAGER. 1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER VERIZON PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C11.	2.00 EQUIPMENT FOUNDATION NOTES 2.01 FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS AND BEARING CAPACITY PRIOR TO CONSTRUCTION. 2.02 EXCAVATE A MINIMUM 18" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL ACCEPTABLE TO VERIZON. 2.03 CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION. COORDINATE ALL RELOCATIONS WITH THE PROPERTY OWNER. 2.04 CONTRACTOR TO CUT/FILL EXISTING COMPOUND SUBSOIL TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT FOUNDATIONS. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 6". COMPACTION OF ALL FILL MATERIAL SHALL ACHIEVE 95 PERCENT OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D 698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE VERIZON WIRELESS PROJECT MANAGER. 2.05 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. 2.06 CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6". 2.07 FIBERS FOR CONCRETE SHALL BE FIBERMESH 850, 100 PERCENT VIRON POLYPROPYLENE FIBRILLATED FIBERS, e3 PATENTED TECHNOLOGY PATENTED TECHNOLOGY, CONTAINING NO REPROCESSED OLEFIN MATERIALS. THE FIBERS SHALL CONFORM TO ASTM C1116 TYPE II AND BE MANUFACTURED SPECIFICALLY FOR THE SECONDARY REINFORCEMENT OF CONCRETE. 2.08 THE FIBERS SHALL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED MANUFACTURING FACILITY. UNLESS OTHERWISE STATED, FIBERMESH 850 MACRO-SYNTHETIC FIBERS SHALL BE ADDED TO THE CONCRETE AT THE BATCHING PLANT AT THE RECOMMENDED APPLICATION RATE OF 3 LBS/YD³ AND MIXED FOR A SUFFICIENT TIME (MINIMUM 5 MINUTES AT FULL MIXING SPEED) TO ENSURE UNIFORM DISTRIBUTION OF THE FIBERS THROUGHOUT THE CONCRETE. FIBROUS CONCRETE REINFORCEMENT SHALL BE MANUFACTURED BY FIBERMESH, 4018 INDUSTRY DRIVE, CHATTANOOGA, TN 37416 USA, TEL: 800 821-1273, WEBSITE: WWW.FIBERMESH.COM 2.09 AT THE REQUEST OF THE VERIZON WIRELESS PROJECT MANAGER, TEST CYLINDERS SHALL BE MOLEDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39. 2.10 CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 1/4" x 45° CHAMFER, UNLESS OTHERWISE NOTED. 2.11 CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS PROJECT MANAGER. 2.12 TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED. 2.13 TOP OF FOUNDATION FINISH TO BE LEVEL ±1/2" IN 10'. 2.14 TOP OF FOUNDATION TO HAVE MEDIUM BROOM FINISH. 2.15 CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL VERIFY PLACEMENT OF EQUIPMENT AND LOCATION OF CONDUIT FOR MANUFACTURER'S AND VENDORS SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION OF ALL UTILITIES.

							
PROJECT INFORMATION: SITE NAME: TOCOGA HWY SITE No.: 062671 PROJECT #: 2021231135 HOPKINS COUNTY, TN COMTEE COUNTY							
PLANS PREPARED BY: Kimley-Horn 1120 AUDUBON PARK DRIVE, SUITE 800 ALPHARETTA, GA 30005 PHONE: 770-818-1180 WWW.KIMLEY-HORN.COM ST. LOUIS, MO 63104							
REVISIONS: <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>06/30/21</td> <td>CONSTRUCTION CMT</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1	06/30/21	CONSTRUCTION CMT
NO.	DATE	DESCRIPTION					
1	06/30/21	CONSTRUCTION CMT					
LICENSING: SOUTH CAROLINA PROFESSIONAL ENGINEER No. 33270 DAVID FRANKLIN 2/1/21							
PROJECT NUMBER: 015003028 DRAWN BY: JAR CHECKED BY: DMF SHEET TITLE: GENERAL NOTES SHEET NUMBER: N1							

This document, together with the separate and distinct drawings, forms an integral part of the contract. It is intended only for the specific project and shall not be used for any other purpose. Plans and specifications are subject to change without notice. Plans and specifications are subject to change without notice. Plans and specifications are subject to change without notice.

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1.00 GENERAL NOTES

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- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND VERIZON SPECIFICATIONS, THE VERIZON PROJECT MANAGER SHALL BE CONTACTED FOR CLARIFICATION.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TURBINE TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.07 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE, FROM VERIZON PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.
- 1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVE AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "SOUTH CAROLINA 811" 72 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (888) 721-7277 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.12 CONTRACTOR TO PROVIDE STIMME LOCK OR EQUIVALENT AS APPROVED BY VERIZON PROJECT MANAGER.
- 1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER VERIZON PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C11.

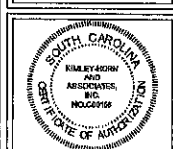
2.00 EQUIPMENT FOUNDATION NOTES

- 2.01 FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS AND BEARING CAPACITY PRIOR TO CONSTRUCTION.
- 2.02 EXCAVATE A MINIMUM 18" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL ACCEPTABLE TO VERIZON.
- 2.03 CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION. COORDINATE ALL RELOCATIONS WITH THE PROPERTY OWNER.
- 2.04 
- 2.05 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-308 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.06 CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.07 FIBERS FOR CONCRETE SHALL BE FIBERMESH 650, 100 PERCENT WIGON POLYPROPYLENE FIBRILLATED FIBERS, A3 PATENTED TECHNOLOGY PATENTED TECHNOLOGY, CONTAINING NO REPROCESSED CLEIN MATERIALS. THE FIBERS SHALL CONFORM TO ASTM C1115 TYPE III AND MANUFACTURED SPECIFICALLY FOR THE SECONDARY REINFORCEMENT OF CONCRETE.
- 2.08 THE FIBERS SHALL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED MANUFACTURING FACILITY. (UNLESS OTHERWISE STATED), FIBERMESH 650 MACRO-SYNTHETIC FIBERS SHALL BE ADDED TO THE CONCRETE AT THE BATCHING PLANT AT THE RECOMMENDED APPLICATION RATE OF 3 LBS./YD³ AND MIXED FOR A SUFFICIENT TIME (MINIMUM 5 MINUTES AT FULL MIXING SPEED) TO ENSURE UNIFORM DISTRIBUTION OF THE FIBERS THROUGHOUT THE CONCRETE. FIBROUS CONCRETE REINFORCEMENT SHALL BE MANUFACTURED BY FIBERMESH, 4010 INDUSTRY DRIVE, CHATTANOOGA, TN 37418 USA, TEL: 800 621-1273, WEBSITE: WWW.FIBERMESH.COM
- 2.09 AT THE REQUEST OF THE VERIZON WIRELESS PROJECT MANAGER, TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.10 CHAMFER ALL EXPOSED EXTERIOR CORNERS OF CONCRETE WITH 3/4" x 45° CHAMFER, UNLESS OTHERWISE NOTED.
- 2.11 CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOD FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS PROJECT MANAGER.
- 2.12 TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.
- 2.13 TOP OF FOUNDATION FINISH TO BE LEVEL ±.2" IN 10'.
- 2.14 TOP OF FOUNDATION TO HAVE MEDIUM BROOD FINISH.
- 2.15 CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL VERIFY PLACEMENT OF EQUIPMENT AND LOCATION OF CONDUIT FOR MANUFACTURER'S AND VENDORS SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION OF ALL UTILITIES.



PROJECT INFORMATION:
SITE NAME:
TOCOGA HWY
SITE NO.: 083971
PROJECT #: 20212231158
HORNELL CHURCH RD
HORNELL, SC
GOOSE COUNTRY

PLANS PREPARED BY:
Kimley-Horn
11729 AMER PARK DR., SUITE 500
ARLINGTON, VA 22204
TEL: 703-441-1000
FAX: 703-441-1001
WWW.KIMLEY-HORN.COM



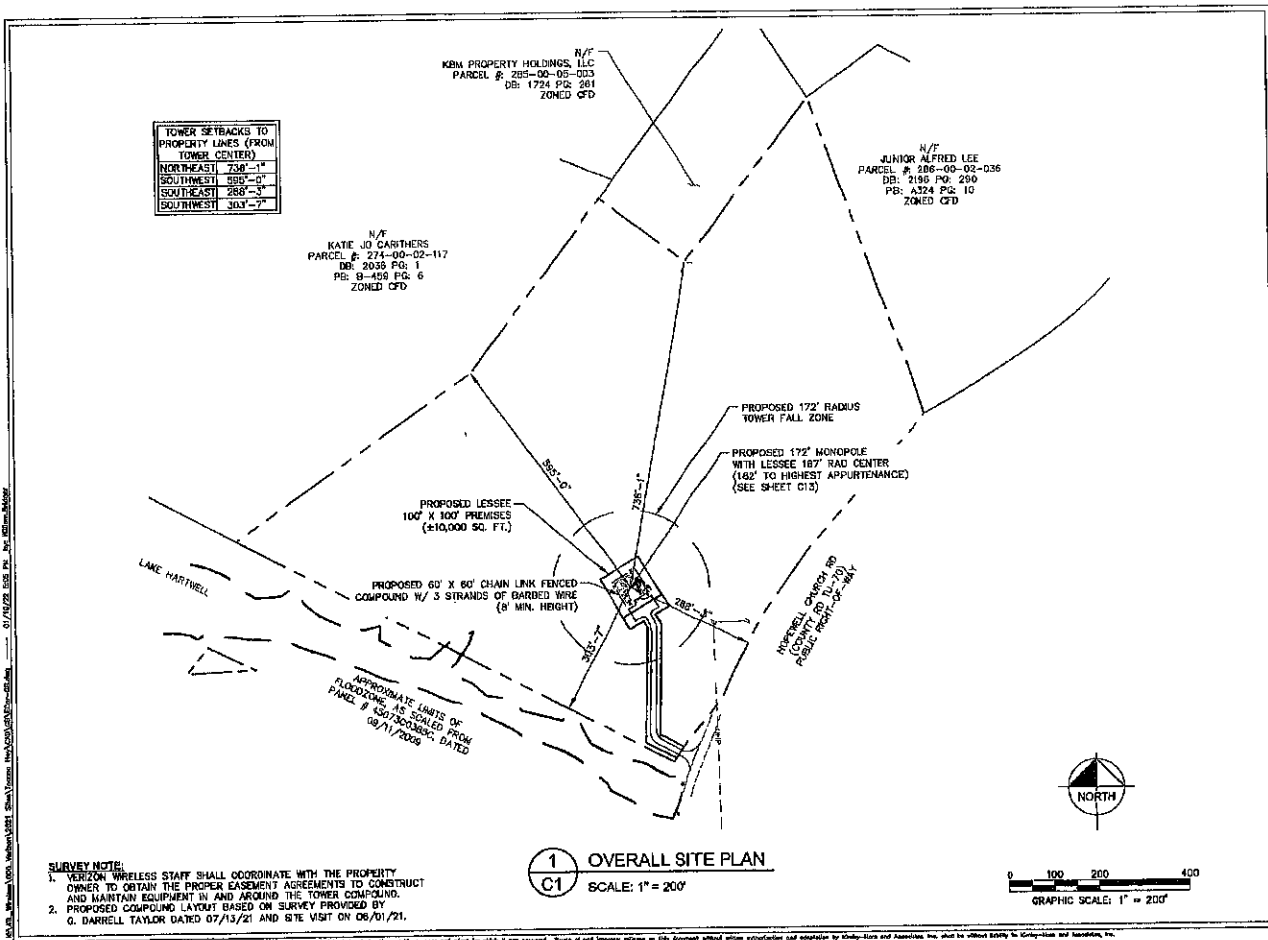
REV.	DATE	ISSUED FOR	BY
1	01/20/22	CONSTRUCTION (DMF)	
2	12/20/21	CONSTRUCTION (DMF)	
3	06/26/21	CONSTRUCTION (DMF)	



KHA PROJECT NUMBER:
013500528
DRAWN BY: _____ CHECKED BY: _____
JAN DMF

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
N1



verizon
 QUALITY SERVICE. ANYTIME. ANYWHERE.

PROJECT INFORMATION:

SITE NAME:
 TOGODA HWY

SITE No.: 682871

PROJECT #: 20212231138

WENDELL CHERISH RD
 WESTMINSTER, SC
 CORDELL COUNTY

PLANS PREPARED BY:
Kimley-Horn

11700 AMER PARK DRIVE, SUITE 400
 GREENVILLE, SC 29609
 PHONE: 770-441-1500
 WWW.KIMLEY-HORN.COM
 50 YEARS OF SERVICE

SOUTH CAROLINA PROFESSIONAL ENGINEER
 KIMLEY-HORN
 ASSOCIATES, INC.
 LICENSE NO. 33270
 DATE OF RENEWAL: 05/01/2022

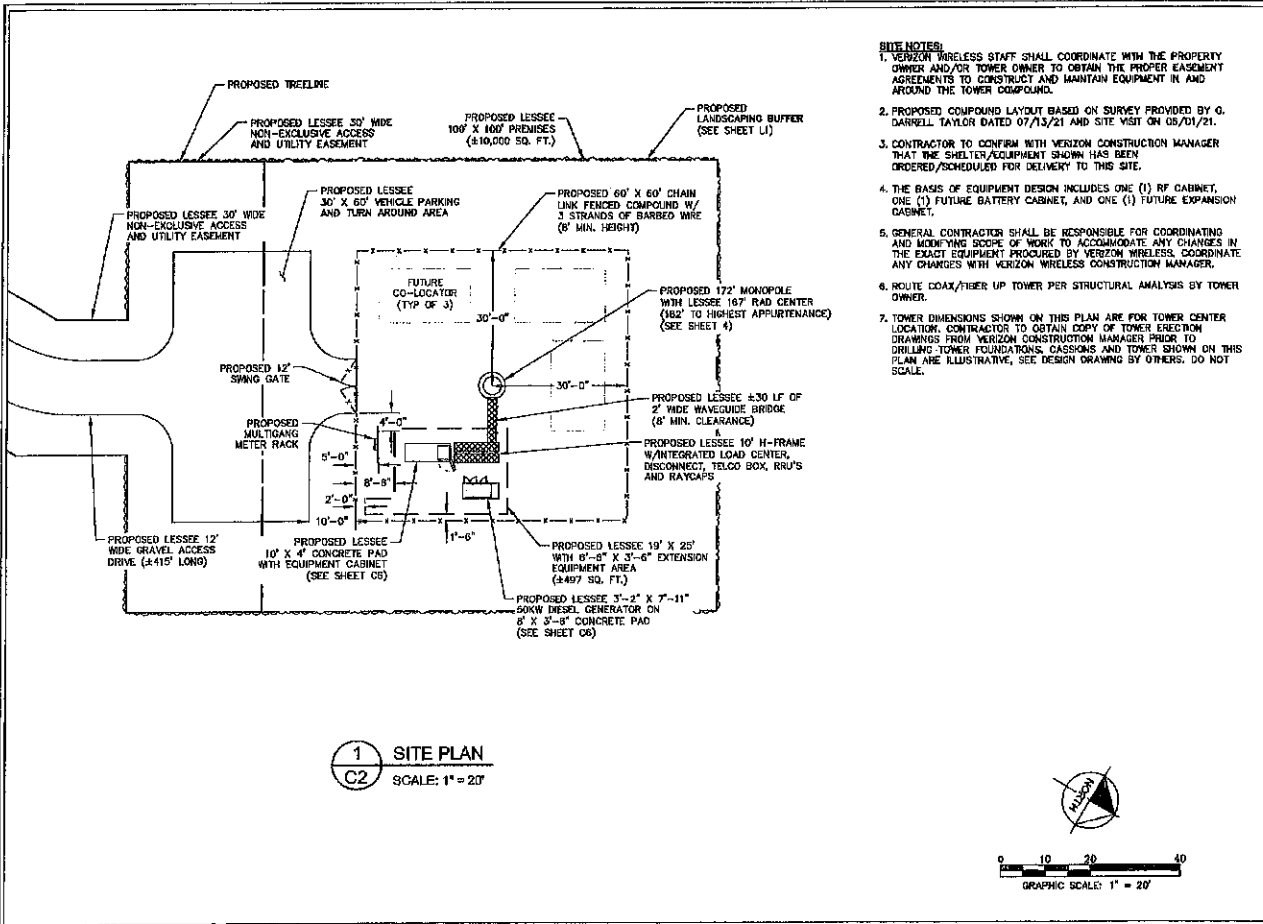
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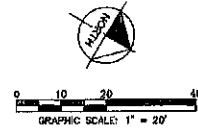
OVERALL SITE PLAN

SHEET NUMBER
C1

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1 SITE PLAN
C2 SCALE: 1" = 20'



- SITE NOTES:**
1. VERIZON WIRELESS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER AND/OR TOWER OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
 2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY G. GARRELL TAYLOR DATED 07/13/21 AND SITE VISIT ON 08/01/21.
 3. CONTRACTOR TO CONFIRM WITH VERIZON CONSTRUCTION MANAGER THAT THE SHELTER/EQUIPMENT SHOWN HAS BEEN ORDERED/SCHEDULED FOR DELIVERY TO THIS SITE.
 4. THE BASIS OF EQUIPMENT DESIGN INCLUDES ONE (1) RF CABINET, ONE (1) FUTURE BATTERY CABINET, AND ONE (1) FUTURE EXPANSION CABINET.
 5. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND MODIFYING SCOPE OF WORK TO ACCOMMODATE ANY CHANGES IN THE EXISTING EQUIPMENT PROVIDED BY VERIZON WIRELESS. COORDINATE ANY CHANGES WITH VERIZON WIRELESS CONSTRUCTION MANAGER.
 6. ROUTE COAX/FIBER UP TOWER PER STRUCTURAL ANALYSIS BY TOWER OWNER.
 7. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM VERIZON CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS, CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.



PROJECT INFORMATION:

SITE NAME:
TOOCOM HWY
SITE No.: 682871
PROJECT #: 20212221138
KOPPEL, CHARLES RD
WESTMINSTER, SC
DOORNE COUNTY

PLANS PREPARED BY:

Kimley-Horn
11720 ARDEN PARK DRIVE, SUITE 600
ALPHARETTA, GA 30005
PHONE: 770-488-1300
FAX: 770-488-1305
WWW.KHENGINEERING.COM

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 33270
DAVID FRANKLIN

REV. DATE ISSUED FOR BY

8			
7			
6			
5			
4			
3			
2	01/20/22	CONSTRUCTION	DMF
1	12/20/21	CONSTRUCTION	DMF
0	08/30/21	CONSTRUCTION	DMF

LICENSEE:

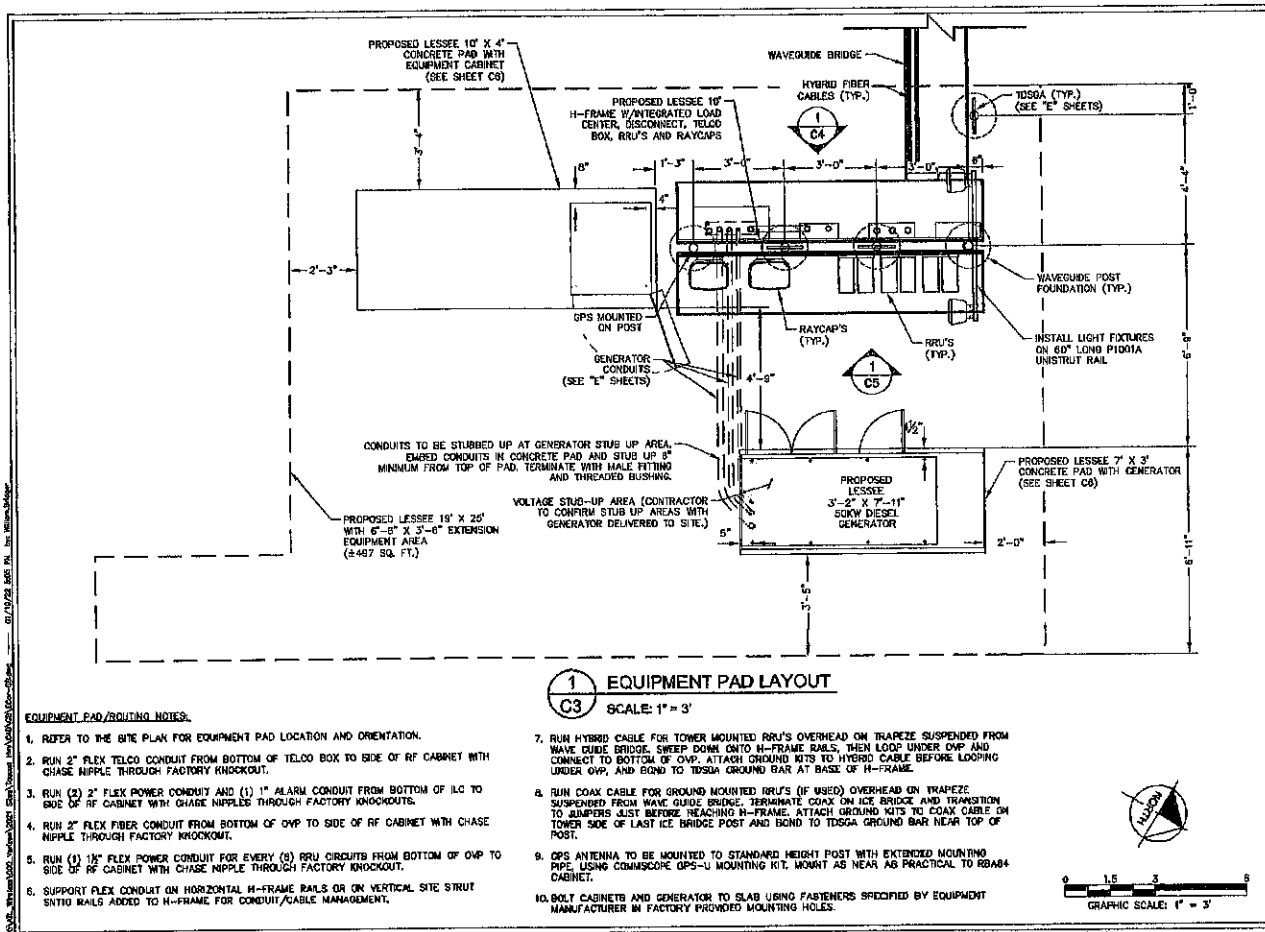
SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 33270
DAVID FRANKLIN

DM PROJECT NUMBER: 013509328

DRAWN BY: JMR CHECKED BY: DMF

SHEET TITLE: **SITE PLAN**

SHEET NUMBER: **C2**



PROJECT INFORMATION:
 SITE NAME: TOODOAHVY
 SITE No.: 682871
 PROJECT #: 20212221138
 KOPPEL CHURCH RD
 WESTMINSTER, SC
 DORCHESTER COUNTY

PLANS PREPARED BY:
Kimley-Horn
 11720 AVENUE PARK DRIVE, SUITE 100
 ALPHARETTA, GA 30029
 PHONE: 770-933-1300
 WWW.KIMLEY-HORN.COM
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SOUTH CAROLINA PROFESSIONAL ENGINEER
 KIMLEY-HORN AND ASSOCIATES, INC.
 NO. 33270
 DAVID FRANKLIN
 1/24/22

REV.	DATE	ISSUED FOR	BY
1			
2	01/25/22	CONSTRUCTION	DMP
3	12/20/21	CONSTRUCTION	DMS
4	10/20/21	CONSTRUCTION	DMP

PROJECT NUMBER: 01350323

DRAWN BY: JAR **CHECKED BY:** DMP

SHEET TITLE: EQUIPMENT PAD LAYOUT

SHEET NUMBER: C3

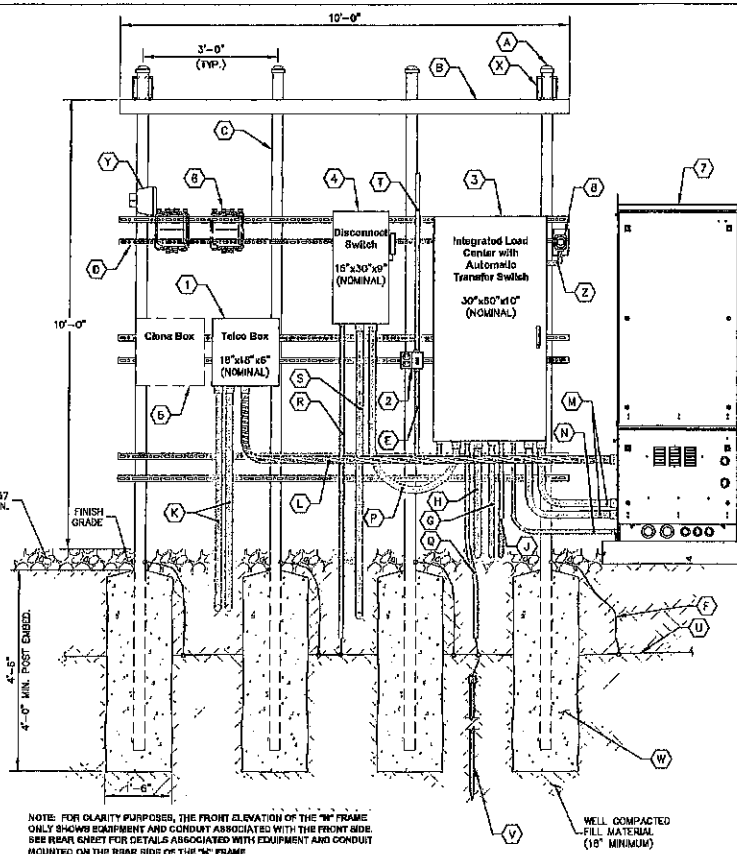
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KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) GALVANIZED RIGID STEEL CAP, TYPICAL.
- (B) ICE BRIDGE, SEE CIVIL SHEETS FOR ADDITIONAL DETAILS.
- (C) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- (D) 1 1/2" X 1 1/2" GALVANIZED STEEL CHANNEL (UNISTRUT #1000) WITH PLASTIC END CAP (UNISTRUT #2050), TYPICAL.
- (E) 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO LIGHTS/DUPLEX OUTLET.
- (F) ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTOR (BGC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- (G) 1" PVC CONDUIT FOR ROUTING GENERATOR CONTROL AND ALARM SIGNAL CABLES TO THE GENERATOR.
- (H) 2" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO THE GENERATOR.
- (I) 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO THE GENERATOR BATTERY CHARGER AND THE GENERATOR BLOCK HEATER.
- (J) TWO (2) 2" PVC TELCO CONDUITS, WITH TWO (2) PULL ROPES EACH.
- (K) 2" FLEX CONDUIT FOR TELCO CABLES TO RF CABINET, REFER TO ROUTING NOTES ON EQUIPMENT PAD LAYOUT.
- (L) (2) 2" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO RF CABINET, REFER TO ROUTING NOTES ON EQUIPMENT PAD LAYOUT.
- (M) 1" PVC CONDUIT FROM INTEGRATED LOAD CENTER (ILC) TO RF CABINET FOR ALARM SIGNAL CABLE. REFER TO ROUTING NOTES ON EQUIPMENT PAD LAYOUT.
- (N) 2" PVC CONDUIT FOR ROUTING POWER CONDUCTORS FROM THE DISCONNECT SWITCH TO THE UTILITY BREAKER IN THE ILC.
- (O) 3/4" PVC CONDUIT WITH ONE (1) - #2 AWG BARE TINNED COPPER FROM GROUNDING LUG IN ILC TO GROUND ROD, EXOTHERMIC WELD TO GROUND ROD.
- (P) 3/4" PVC CONDUIT WITH ONE (1) - #2 AWG BARE TINNED COPPER FROM GROUNDING LUG IN DISCONNECT SWITCH TO GROUND RING, EXOTHERMIC WELD TO GROUND RING.
- (Q) 2" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO THE GENERATOR BATTERY METER TO THE DISCONNECT SWITCH.
- (R) 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS TO AREA LIGHTS.
- (S) GROUND RING (SEE "E" SHEETS).
- (T) GROUND ROD, EXOTHERMIC WELD TO GROUND RING (SEE "E" SHEETS).
- (U) CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI, AND INCLUDE FIBERMESH 650.
- (V) W6-12210-B16 HORSHEAD SUPPORT BRACKET (SEE "WAVEGUIDE BRIDGE DETAILS" SHEET), THRU BOLTS REQUIRED FOR ATTACHMENT IN LIEU OF FACTORY PROVIDED U-BOLTS.
- (W) INSTALL LIGHT FIXTURES ON 60" LONG P1001A UNISTRUT RAIL (SEE "EQUIPMENT PAD LAYOUT" SHEET), ATTACH P1001A TO H-FRAME POST USING TWO (2) UBS UNISTRUT CLAMPS, LIGHTS TO BE INSTALLED 7'-6" ABOVE GRADE.
- (X) 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS FROM THE ILC TO THE EMERGENCY GENERATOR STOP SWITCH.

KEY NOTES - ELECTRICAL EQUIPMENT

- (1) NEMA 3R ENCLOSURE TELCO BOX WITH REMOVABLE FRONT PANEL, PVC, (14" X 16" X 6" NOMINAL).
- (2) 20 AMP GFCI DUPLEX RECEPTACLE AND TIMER SWITCH, ENERLITES HETOR SERIES (OR APPROVED EQUIVALENT) IN LOCKABLE NEMA 3R ENCLOSURE, 2 GANG BOX WITH RED DOT 20KPM-W COVER.
- (3) 200 AMP, 120/240 VOLT, INTEGRATED LOAD CENTER WITH 42 SPACE PANEL AND AUTOMATIC TRANSFER SWITCH (30" X 60" X 10" NOMINAL).
- (4) SE RATED, 240 V, 200 AMP, 2-POLE, NON-FUSED DISCONNECT IN NEMA 3R ENCLOSURE.
- (5) OMEN ETHERNET IF REQUIRED (COORDINATE WITH VERIZON CONSTRUCTION MANAGER FOR ADDITIONAL CONDUIT AND WIRING REQUIREMENTS).
- (6) DIPLEXERS "AS NEEDED".
- (7) VERIZON RF CABINET-REAR VIEW.
- (8) EMERGENCY SHUTOFF SWITCH FOR GENERATOR MOUNTED ON 4" X 7" GALVANIZED J-BOX COVER PLATE.



1
C4 EQUIPMENT RACK DETAILS - FRONT
NOT TO SCALE

verizon
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CABLE SERVICE

PROJECT INFORMATION:
SITE NAME: TOCCOA HWY
SITE NO.: 602071
PROJECT #: 20212231138
HORNELL, CHARLES RD
VERMILION, SC
DOUGLASS COUNTY

PLANS PREPARED BY:
Kimley-Horn
11225 AMER PARK DR., SUITE 600
FARMVILLE, VA 22430
PHONE: 770-718-1238
FAX: 770-718-1239
WWW.KH-VA.COM

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
AND ARCHITECT
No. C00008

NEW DATE: ISSUED FOR: BY:

1	01/20/22	CONSTRUCTION	DMF
2	12/28/21	CONSTRUCTION	DMF
3	06/20/21	CONSTRUCTION	DMF

LICENSOR:

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
AND ARCHITECT
No. 33270
DAVID FRANKLIN

104 PROJECT NUMBER: 013509328

DRAWN BY: CHECKED BY:

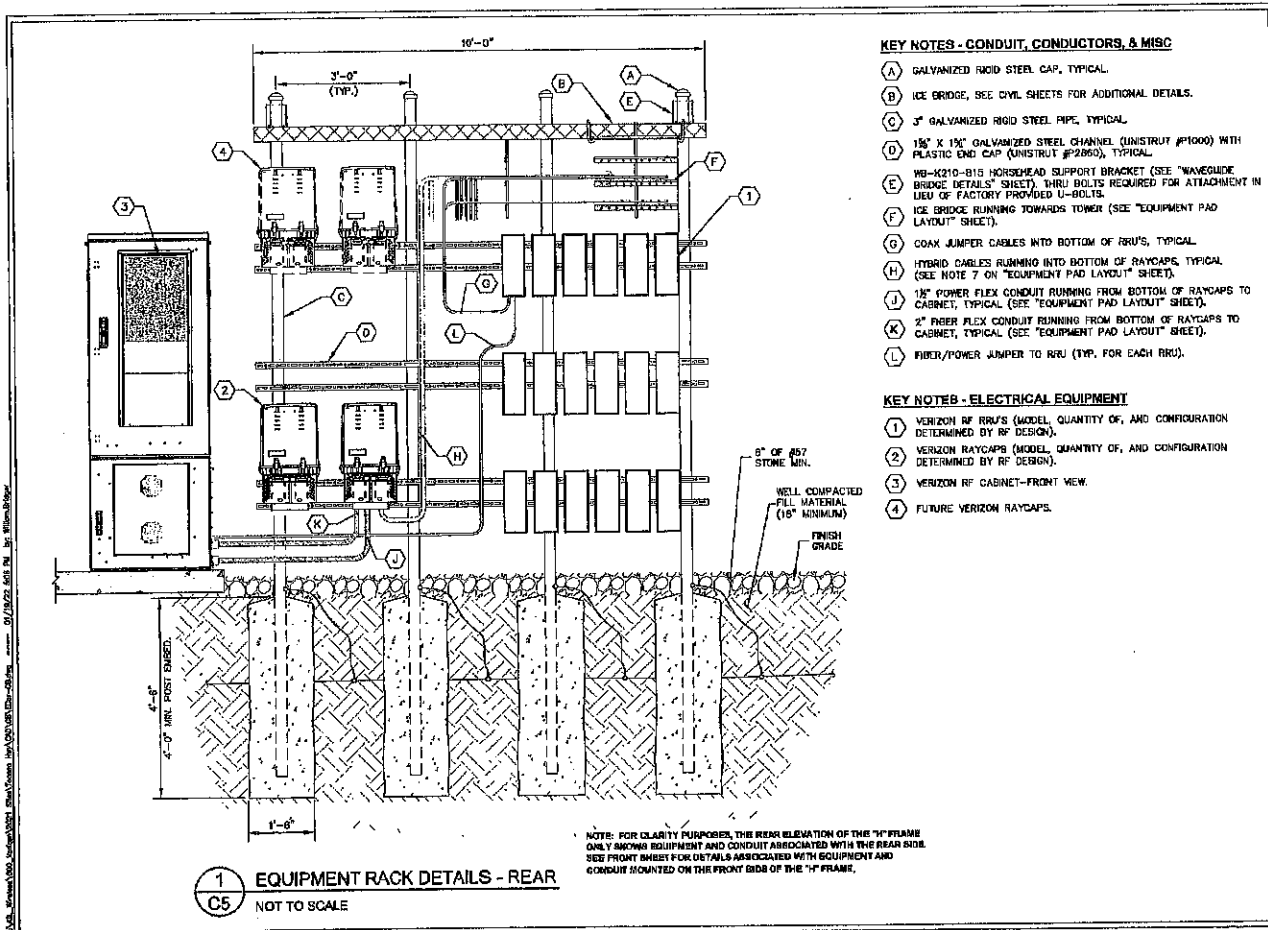
JAR DMF

SHEET TITLE:

**EQUIPMENT RACK
DETAIL - FRONT**

SHEET NUMBER:

C4



verizon
 THE WIRELESS WAY OF LIFE

PROJECT INFORMATION:
 SITE NAME: TOCOGA HWY
 SITE No.: 682871
 PROJECT #: 20212231136
 HOSKELL, CARROLL RD
 WESTMINSTER, SC
 DOODGE COUNTY

PLANS PREPARED BY:
Kimley-Horn
 11722 JONES ROAD, SUITE 600
 ALBANY, GA 31706
 PHONE: 770-435-4342
 FAX: 770-435-4343
 WWW.KIMLEY-HORN.COM
 20 Years

SOUTH CAROLINA
PROFESSIONAL ENGINEER
 No. 33270
DAVID FRANKLIN
 12/12

REVISIONS:

REV.	DATE	ISSUED FOR	BY
1	01/20/22	CONSTRUCTION	DMF
2	01/20/22	CONSTRUCTION	DMF
3	01/20/22	CONSTRUCTION	DMF
4	01/20/22	CONSTRUCTION	DMF
5	01/20/22	CONSTRUCTION	DMF
6	01/20/22	CONSTRUCTION	DMF
7	01/20/22	CONSTRUCTION	DMF
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304 PROJECT NUMBER:
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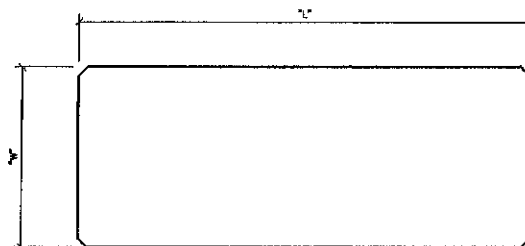
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EQUIPMENT RACK
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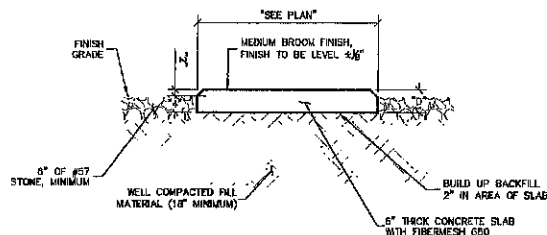
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CONCRETE PAD SCHEDULE				
PAD TYPE	"L"	"W"	"D"	REINFORCEMENT
EQUIPMENT PAD	10'-0"	4'-0"	6"	SEE DETAIL 2/C6
GENERATOR PAD	8'-0"	3'-6"	6"	SEE DETAIL 2/C6



1 CONCRETE PAD PLAN
C6 NOT TO SCALE

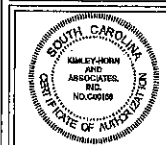


2 CONCRETE PAD FOUNDATION SECTION
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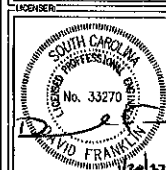


PROJECT INFORMATION
SITE NAME:
TOCCOA HWY
SITE NO.: 082871
PROJECT #: 20212231138
HORNELL CHURCH, NC
WESTMINSTER, SC
OCCOKE COUNTY

PLANS PREPARED BY:
Kimley-Horn
11720 JAMES HANE BLVD, SUITE 300
JANESVILLE, WI 53190
PHONE 770-418-4444
WWW.KH-USA.COM
800-368-5888



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0	01/20/22	CONSTRUCTION	DMF
1	12/20/21	CONSTRUCTION	DMF
0	09/20/21	CONSTRUCTION	DMF



104A PROJECT NUMBER:
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DRAWN BY: JNR CHECKED BY: DMF

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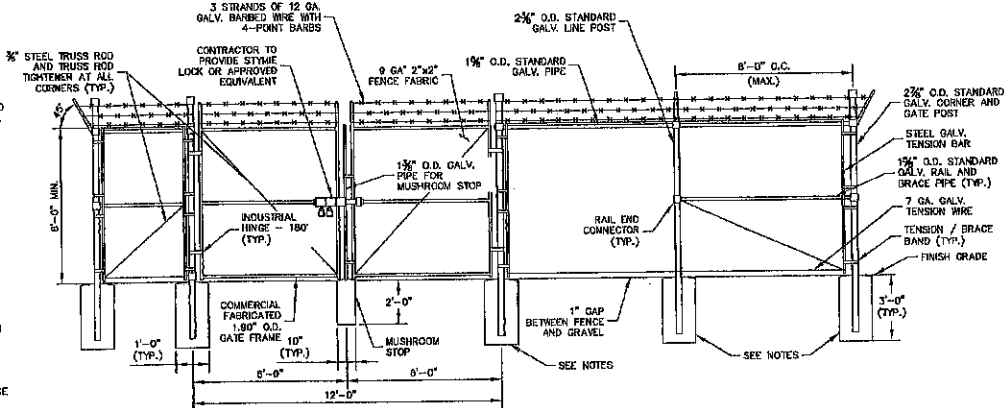
CONCRETE PAD FOUNDATION DETAILS

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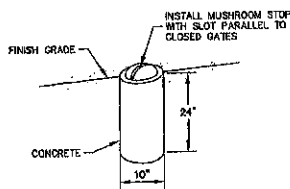
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FENCE NOTES:

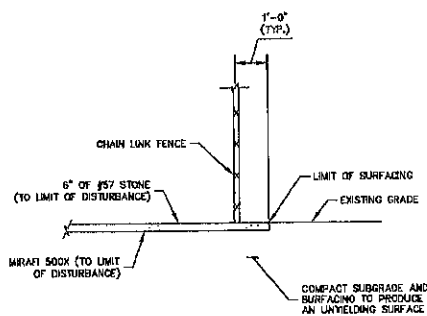
1. USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MORTARS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROMOTE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



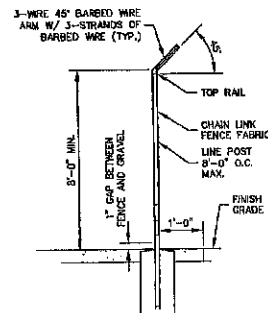
1 CHAIN LINK FENCE AND GATE ELEVATION
C7 NOT TO SCALE



2 MUSHROOM STOP
C7 NOT TO SCALE



3 SITE COMPOUND SURFACE DETAIL
C7 NOT TO SCALE



4 SECTION AT FENCE
C7 NOT TO SCALE

verizon

PROJECT INFORMATION

SITE NAME

TODD00A HWY

SITE No: 082871

PROJECT #: 20212231156

HORNELL CHURCH RD

REDFORD, SC

DOUGLAS COUNTY

PLANS PREPARED BY:

Kimley-Horn

11700 AVONDALE DRIVE, SUITE 600

ALPHARETTA, GA 30009

PHONE 770-418-1100

FAX 770-418-1101

WWW.KH-USA.COM

NO. 00000000

STATE OF SOUTH CAROLINA

PROFESSIONAL ENGINEER

NO. 33270

DAVID FRANKLIN

REGISTERED PROFESSIONAL ENGINEER

NO. 00000000

NO. 00000000

NO. 00000000

NO. 00000000

NO. 00000000

NO. 00000000

NO. 00000000

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NOTE:
CURRENT DESIGN ANTICIPATES
APPROXIMATELY 24,000± SQ. FT. (0.57
ACRES) OF CLEARING AND GRADING FOR
THE PROPOSED PROJECT. IF ADDITIONAL
CLEARING IS REQUIRED BEYOND WHAT IS
SHOWN IN THE PLANS THE CONTRACTOR
SHALL NOTIFY THE ENGINEER AND/OR
PROJECT MANAGER. IF DURING THE BID
WALK OR CONSTRUCTION IT IS
DETERMINED THAT MORE THAN (1) ACRE
OF LAND IS TO BE DISTURBED FOR
CONSTRUCTION AN EROSION AND
SEDIMENTATION CONTROL PLAN MUST BE
FILED 30 DAYS PRIOR TO
CONSTRUCTION.

GRADING NOTES:

1. THE CONTRACTOR SHALL CLEAR AND GRUB
THE SITE AND PLACE, COMPACT, AND
MOISTURE CONDITION ALL FILL PER THE
PROJECT GEOTECHNICAL ENGINEERS
SPECIFICATIONS. FILL MATERIAL SHALL BE
APPROVED BY THE GEOTECHNICAL
ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTOURS AND SPOT
ELEVATIONS REFLECT FINISHED GRADES.
3. CONTRACTOR SHALL BLEND EARTHWORK
SMOOTHLY TO TRANSITION BACK TO
EXISTING GRADE.
4. PORTIONS OF THE SITE NOT SPECIFICALLY
MENTIONED WITHIN THE GEOTECHNICAL
REPORT SHALL BE COMPACTED TO 95
PERCENT OF THE MATERIALS MAXIMUM DRY
DENSITY WITHIN 3 PERCENT OF OPTIMUM
MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 6
INCH LOOSE LIFTS.
6. UNDISTURBED AREAS WITHIN 30'
INCHES/FEET EASEMENT NOT NEEDED
FOR UTILITY ROUTING TO BE LEFT
UNDISTURBED.
7. GROUND WATER SHOULD BE REASONABLY
EXPECTED. ANY DE-WATERING OR
MOISTURE CONDITIONING IS THE
RESPONSIBILITY OF THE CONTRACTOR AND
SHOULD BE INCLUDED IN THE CONTRACT
PRICE.
8. SEED ALL DISTURBED AREAS NOT TOPPED
WITH GRAVEL PER SEEDING SCHEDULE ON
DETAIL ON SHEET C6.
9. MAXIMUM CUT SLOPE = 2H:1V UNLESS
OTHERWISE NOTED.
10. MAXIMUM FILL SLOPE = 3H:1V UNLESS
OTHERWISE NOTED.

LEGEND

EXISTING CONTOURS

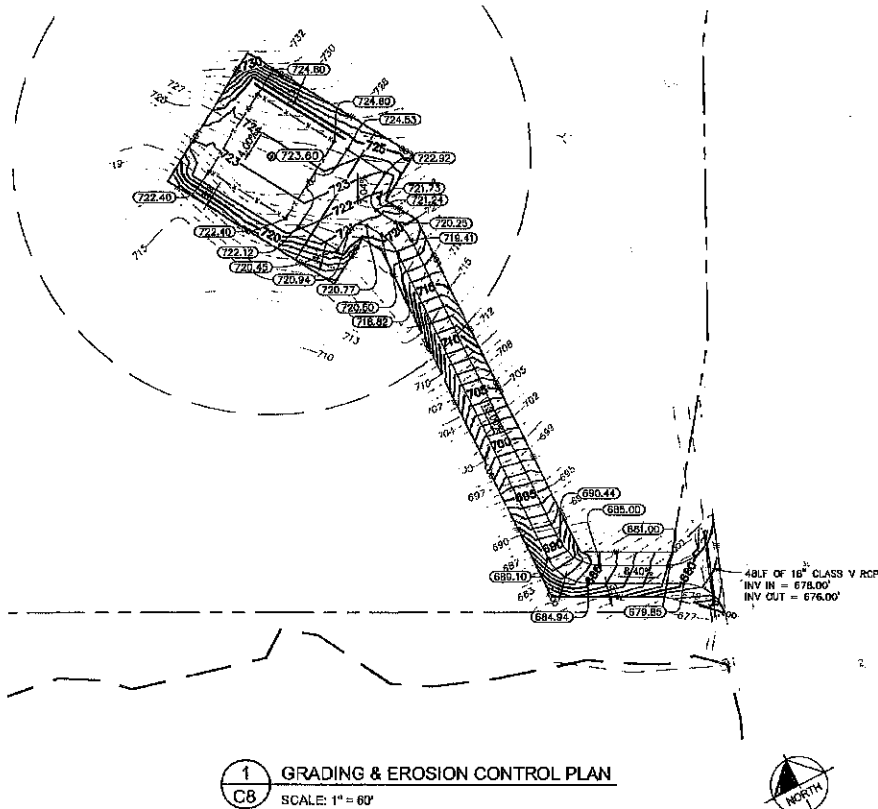
PROPOSED CONTOURS

LOD/SILT FENCE --- LOD --- ///

TPF --- OF --- TF

EXISTING SPOT ELEVATION ---XX

PROPOSED SPOT ELEVATION ---XXX



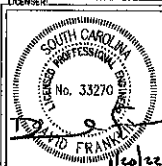
verizon
ONLINE SERVICE CENTER

PROJECT INFORMATION:
SITE NAME:
TOCOCA HWY
SITE No.: 852871
PROJECT #: 20212281138
HOPEWELL, GEORGIA 30143
JOHN C. HORN, INC.

PLANS PREPARED BY:
Kimley-Horn
11700 PINE HILL DRIVE, SUITE 600
ATLANTA, GA 30338
PHONE: 770-955-1100
WWW.KIMLEY-HORN.COM
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REV.	DATE	ISSUED FOR	BY
1	01/25/21	CONSTRUCTION	DMP
2	01/25/21	CONSTRUCTION	DMP
3	01/25/21	CONSTRUCTION	DMP
4	01/25/21	CONSTRUCTION	DMP
5	01/25/21	CONSTRUCTION	DMP
6	01/25/21	CONSTRUCTION	DMP
7	01/25/21	CONSTRUCTION	DMP
8	01/25/21	CONSTRUCTION	DMP
9	01/25/21	CONSTRUCTION	DMP
10	01/25/21	CONSTRUCTION	DMP



CHIA PROJECT NUMBER:
013508358
DRAWN BY: JMR
CHECKED BY: DMP

SHEET TITLE:
**GRADING AND
EROSION
CONTROL PLAN**

SHEET NUMBER:
C8

EROSION CONTROL NOTES:

1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
2. ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
3. SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
4. PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
5. ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.

SEEDING SCHEDULE FOR WINTER / SPRING CONSTRUCTION ACTIVITIES

SEEDING MIXTURE	Rate (lb/acre)
Species Rye (grain) Annual Ryegrass (Rye in Plantation and Coastal Plain, Korean in Mountains)	120
	60

Onlt gravel landscapes when duration of temporary cover is not to extend beyond June.

SEEDING DATES	Month	Day
Mountain--	Apr	15 - May 15
Valley 2000 ft--	Apr	1 - May 1
Plantation--	Jun	1 - May 1
Coastal Plain--	Dec	1 - Apr 15

SOIL AMENDMENTS
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 150 lb/acre 10-10-10 fertilizer.

MULCH
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, nailing, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE
Refer to 16 growth to not fully adequate. Based, refertilize and mulch immediately following erosion or other damage.

SEEDING SCHEDULE FOR SUMMER CONSTRUCTION ACTIVITIES

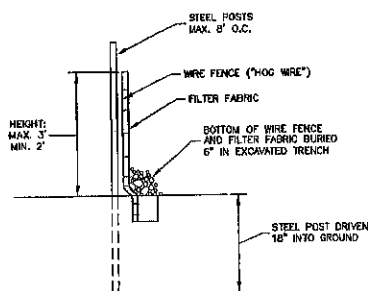
SEEDING MIXTURE	Rate (lb/acre)
Species Coastal Bermudagrass	40-60 (1-2 lb/1,000 sq. ft.)

SEEDING DATES
Coastal Plain--Apr. 1 - July
Plantation--Apr. 15 - June 30

SOIL AMENDMENTS
Apply lime and fertilizer according to soil tests, or apply 2,000 lb/acre ground agricultural limestone and 150 lb/acre 10-10-10 fertilizer.

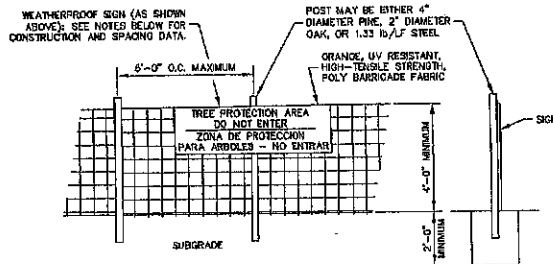
MULCH
Use straw, mulch, or other effective channel filling material to cover the bottom of channels and ditches. The filling should extend above the highest calculated depth of flow. On channel sites slopes above this height, and in drainage not requiring temporary filling, apply 4,000 lb/acre straw and anchor straw by sloping rolling over the top.

MAINTENANCE
A minimum of 3 weeks is required for establishment. Inspect and repair mulch frequently. Refer to 16 the following Apr. with 50 lb/acre nitrogen.



SECTION

1 SEDIMENT FENCE (SILT FENCE)
C9 NOT TO SCALE



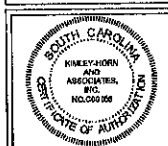
NOTES
INSTALL TREE PROTECTION FENCE AND SIGNAGE PRIOR TO CALLING FOR SITE INSPECTION. MAINTAIN TREE PROTECTION FENCE THROUGHOUT DURATION OF PROJECT. ADDITIONAL SIGNS MAY BE REQUIRED BASED ON ACTUAL FIELD CONDITIONS.

2 TREE PROTECTION FENCE
C9 NOT TO SCALE

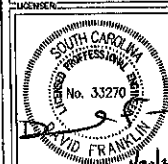


PROJECT INFORMATION:
SITE NAME:
TOCOGA HWY
SITE No.: 002271
PROJECT #: 20212231138
HARVEY CARRON RD
WESTMINSTER, SC
DOUGLAS COUNTY

PLANS PREPARED BY:
Kimley-Horn
10700 AUSTIN FARM BLVD., SUITE 600
JANUARY, SC 29030
PHONE: 715-618-4500
WWW.KIMLEY-HORN.COM



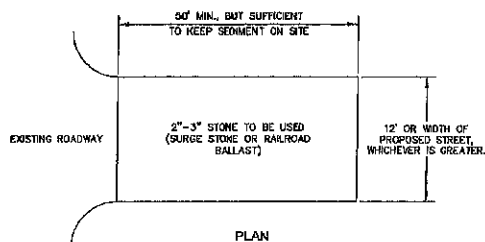
REV.	DATE	ISSUED FOR	BY
1			
2	01/29/22	CONSTRUCTION	DMF
3	12/20/21	CONSTRUCTION	DMF
4	08/30/21	CONSTRUCTION	DMF



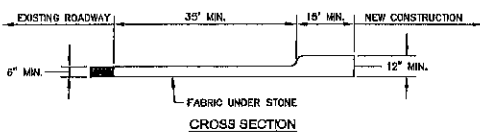
PROJECT NUMBER:
01306338
DRAWN BY:
JMR
CHECKED BY:
DMF

SHEET TITLE:
GRADING AND EROSION CONTROL DETAILS

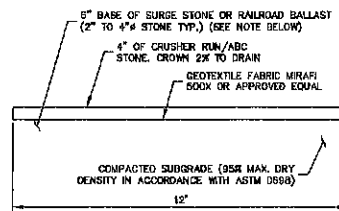
SHEET NUMBER:
C9



- NOTES:
1. PUT SILT FENCE OR TREE PROTECTION FENCE UP TO ENSURE CONSTRUCTION ENTRANCE IS USED.
 2. IF CONSTRUCTION ON THE SITES ARE SUCH THAT THE MUD IS NOT REMOVED BY THE VEHICLE TRAVELING OVER THE STONE, THEN THE TIRES OF THE VEHICLES MUST BE WASHED BEFORE ENTERING THE PUBLIC ROAD.
 3. IF A PROJECT CONTINUES TO PULL MUD AND DEBRIS ON TO THE PUBLIC ROAD, THE GOVERNING AUTHORITY WILL CLEAN THE AREA AND INVOICE THE FINANCIALLY RESPONSIBLE PERSON AS INDICATED ON THE FINANCIAL RESPONSIBILITY FORM.



1 CONSTRUCTION ENTRANCE
C10 NOT TO SCALE



NOTE:
IF DETERMINED NECESSARY DURING GRADING AND CONSTRUCTION OF THE ACCESS ROAD BY THE VERIZON WIRELESS PROJECT MANAGER, THE CONTRACTOR SHALL INSTALL 6" BASE OF SURGE STONE OR RAILROAD BALLAST (2" TO 4" STONE TYP.)

2 STANDARD ACCESS ROAD AND TURN-AROUND DETAIL
C10 NOT TO SCALE

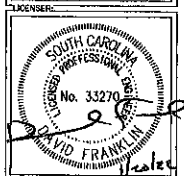


PROJECT INFORMATION:
SITE NAME:
TOCOCOA HWY
SITE NO.: 682271
PROJECT #: 20212231136
HORNELL CHURCH RD
WESTMINSTER, SC
OCONEE COUNTY

PLANS PREPARED BY:
Kimley-Horn
11720 AMER PASE DRIVE, SUITE 300
KINGSTREE, SC 29556
PHONE: 772-893-1000
FAX: 772-893-1000
WWW.KH-USA.COM
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REV.	DATE	CHANGED FOR	BY
1			
2			
3			
4			
5			
6	01/20/22	CONSTRUCTION DMP	
7	12/20/21	CONSTRUCTION DMP	
8	08/20/21	CONSTRUCTION DMP	

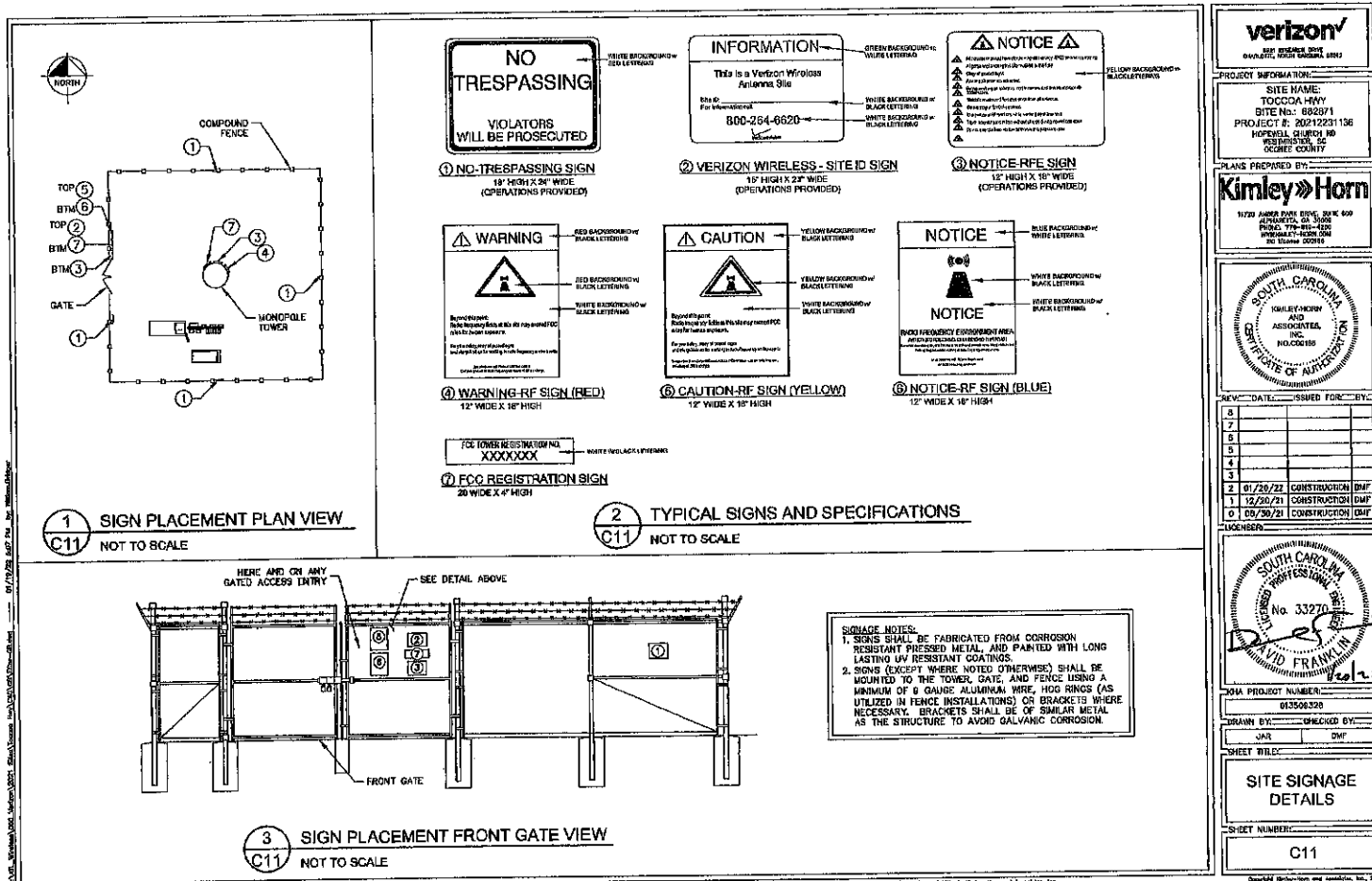


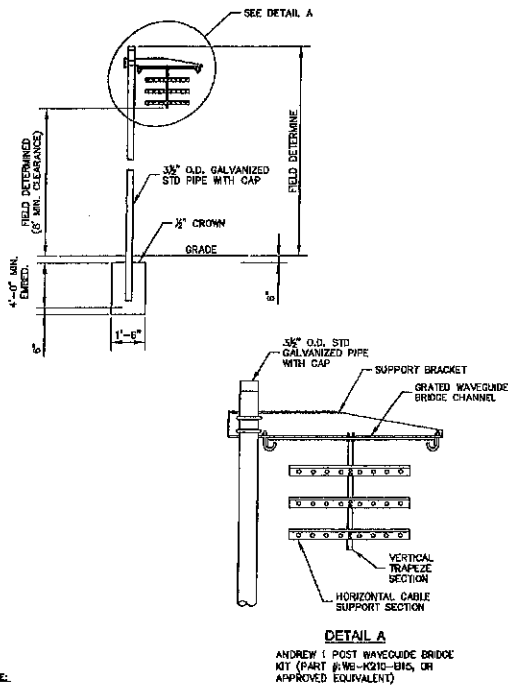
VERIZON PROJECT NUMBER:
013006328
DRAWN BY: JAR CHECKED BY: DMF
SHEET TITLE:

**ACCESS ROAD
DETAILS**

SHEET NUMBER:
C10

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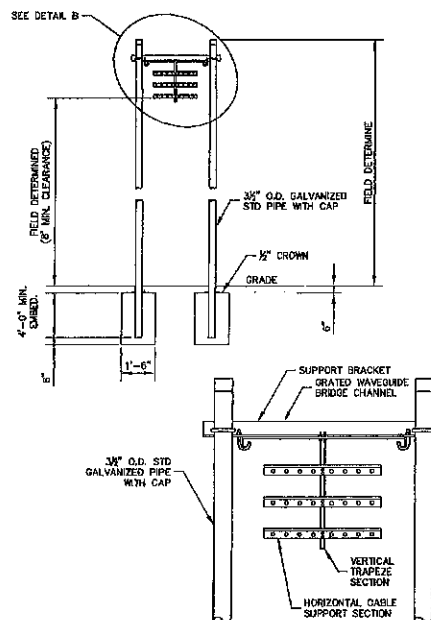




NOTE:

1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

1 WAVEGUIDE BRIDGE DETAIL
C12 NOT TO SCALE



NOTE:

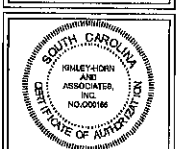
1. ALL MATERIALS FURNISHED BY CONTRACTOR UNLESS OTHERWISE NOTED.

2 WAVEGUIDE BRIDGE DETAIL (ALT DESIGN - 2 PIPE COLUMNS)
C12 NOT TO SCALE

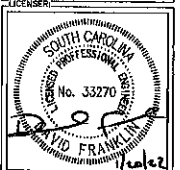


PROJECT INFORMATION:
SITE NAME:
TOCOA HWY
SITE NO.: 003974
PROJECT #: 2021231136
HORNELL CHURCH RD
ACOMAR, NC
GORDON COUNTY

PLANS PREPARED BY:
Kimley-Horn
11220 ANDER PARK DRIVE, SUITE 400
ATLANTA, GA 30339
PHONE: 770-415-4300
FAX: 770-415-4300
WWW.KIMLEY-HORN.COM
800 LOCUST CORNER

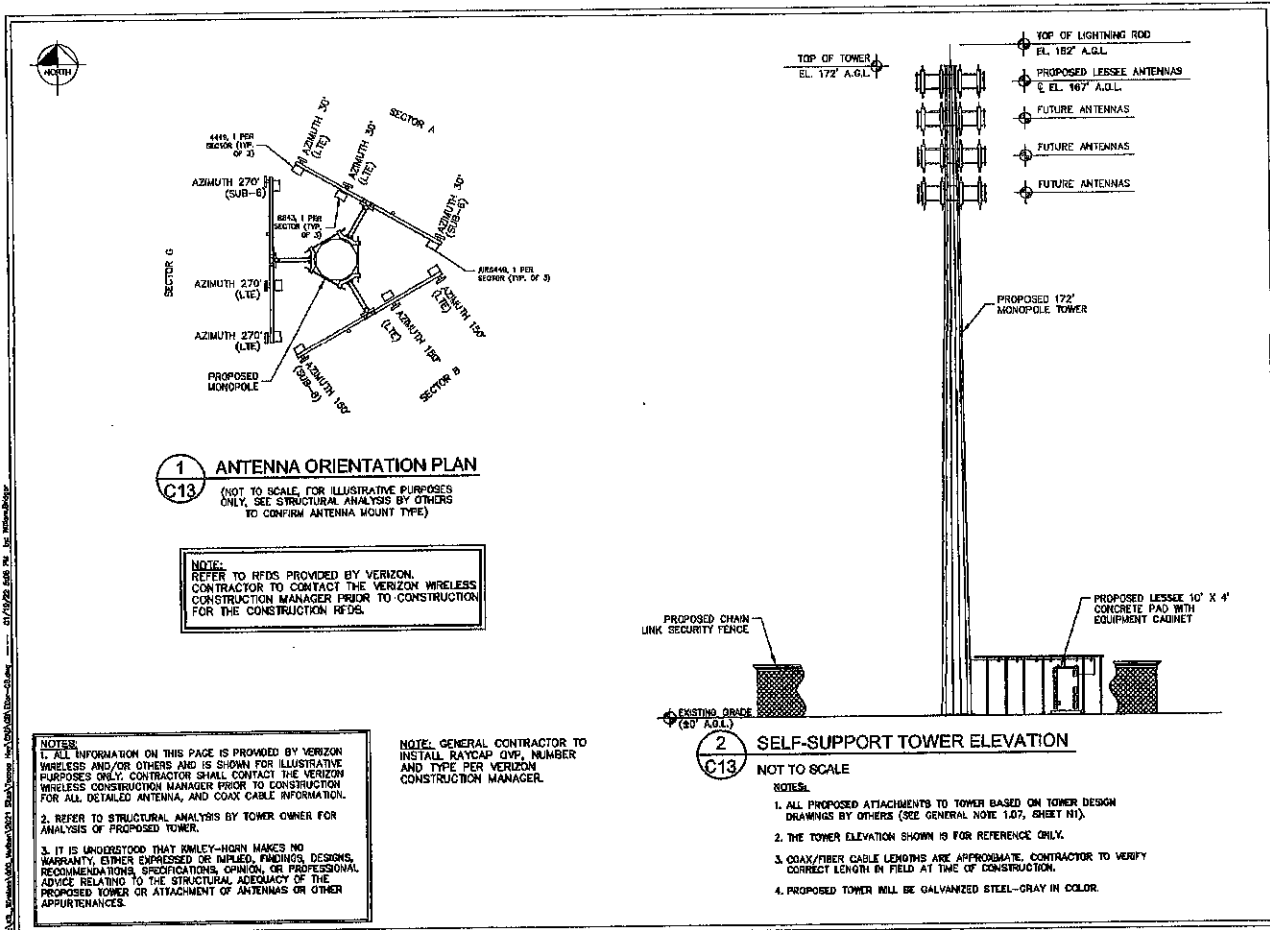


REV.	DATE	ISSUED FOR	BY
8			
7			
6			
5			
4			
3			
2	07/20/22	CONSTRUCTION	DAF
1	12/20/21	CONSTRUCTION	DAF
0	09/30/21	CONSTRUCTION	DAF



SCA PROJECT NUMBER:
013600325
DRAWN BY: JAR CHECKED BY: DAF
SHEET TITLE:
WAVEGUIDE
BRIDGE DETAILS

SHEET NUMBER:
C12





PROJECT INFORMATION:

SITE NAME:
TCCDDA HWY
SITE No.: 582371
PROJECT #: 20212231136
HICKORY CHURCH RD
NORTHMYSTER, SC
OCONEE COUNTY

PLANS PREPARED BY:

 11720 ALLEN PARK DRIVE, SUITE 600
 ALLENDALE, SC 29801
 PHONE: 770-714-1000
 FAX: 770-714-1001
 NO. 0000000000

SOUTH CAROLINA
 KIMLEY-HORN AND ASSOCIATES, INC.
 PROFESSIONAL ENGINEER
 LICENSE NO. 0000000000

REV.	DATE	ISSUED FOR	BY
1			
2	9/20/22	CONSTRUCTION	DMF
3	12/20/21	CONSTRUCTION	DMF
4	06/30/21	CONSTRUCTION	DMF

FOR ILLUSTRATIVE PURPOSES ONLY- NO SIGNATURE REQUIRED

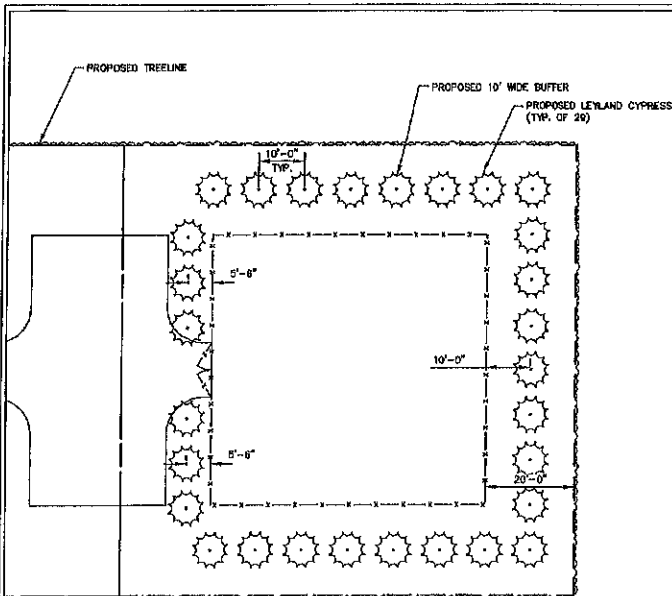
KHA PROJECT NUMBER:
0135080320

DRAWN BY: ☐ DMF **CHECKED BY:** ☐ DMF

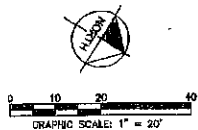
SHEET TITLE:
ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER:
C13

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1 LANDSCAPING PLAN
L1
SCALE: 1" = 20'



LEGEND	
	LEYLAND CYPRESS

PLANTING LIST						
SYM/KEY	QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATION		
				ROOT	PLANTING MIN. HEIGHT	SPACING
LC	29	CUPRESSUS LEYLANDII	LEYLAND CYPRESS	B&B	6'	10' O.C.

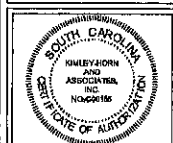
GENERAL LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF HIS WORK WITH THAT OF ALL OTHER CONTRACTORS. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES. PRIOR TO COMMENCEMENT OF ANY WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE GROUND AND UNDERGROUND UTILITIES.
2. THE QUALITY AND SIZE OF ALL PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT STANDARDS AS SET FORTH IN ANSI Z60.180 - AMERICAN STANDARD FOR NURSERY STOCK.
3. ALL DISTURBED AREAS NOT COVERED BY LANDSCAPE OR PLANT MATERIALS SHALL BE COVERED WITH SEED AND STRAW.
4. PLANT SUBSTITUTION MAY BE PERMITTED ONLY AFTER PROOF THAT SPECIFIED PLANTS ARE UNAVAILABLE AND THE REQUEST HAS BEEN SUBMITTED TO THE OWNER OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL PROVIDE THE NEAREST EQUIVALENT OBTAINABLE SIZE AND VARIETY OF THE PLANT HAVING THE SAME ESSENTIAL CHARACTERISTICS AS THE PLANT SPECIFIED.
5. MINOR PLANT LOCATION ADJUSTMENTS MAY BE MADE IN THE FIELD TO ENSURE ACCESS TO UTILITY JUNCTION BOXES, FREE SITE LIGHTING OF FUTURE TREE CANOPY INTERFERENCE AND ALLOW UNHINDERED PEDESTRIAN / VEHICULAR CIRCULATION ON ALL PAVEMENTS OR FOUNDATIONS.
6. ALL SHRUB MASSES OF TWO OR MORE SHALL BE EDGED INTO A PLANTING BED AND MULCHED PER DETAIL. ALL INDIVIDUAL TREES AND SHRUBS SHALL HAVE A MULCH SAUCER EQUAL IN DIAMETER TO THE PLANTING PIT DIAMETER AND SHALL BE MULCHED AS SHOWN ON THE DETAILS. UNLESS OTHERWISE INDICATED, ALL BED EDGES SHALL BE A DEEP CUT CLEAN SPADE EDGE.
7. THE CONTRACTOR SHALL VERIFY THAT EACH TREE OR SHRUB FIT WILL DRAIN BEFORE INSTALLING PLANT MATERIAL. HE SHALL FILL THE HOLE WITH SIX INCHES (6") OF WATER THAT SHOULD PERCOLATE OUT WITHIN TWENTY-FOUR HOURS. SHOULD ANY AREA NOT DRAIN PROPERLY, A PERFORATED DRAIN LINE SHALL BE INSTALLED, OR THE PLANTS RELOCATED.
8. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF HE ENCOUNTERS ANY UNSUITABLE SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PAUL, UTILITY LINES, OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS. SHOULD THE CONTRACTOR NOT NOTIFY THE OWNER OF A PROBLEM AREA, HE WARRANTS THAT THE AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF ALL PLANTS INSTALLED.
9. THE CONTRACTOR SHOULD VERIFY LANDSCAPING TREE PLANTING LOCATIONS WITH THE PUBLIC UTILITIES DEPARTMENT TO AVOID CONFLICTS WITH WATER, SEWER, AND GAS LINES.
10. PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLY SUPERIOR IN FORM, COMPACTNESS AND SYMMETRY. THEY SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECT ADULT EGGS, PUPAE OR LARVAE. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH.
11. THERE SHALL BE NO CIRCLING OR GIRDLING ROOTS. CIRCLING ROOTS SHOULD BE CUT IN AT LEAST ONE PLACE.
12. THERE SHOULD BE ONE DOMINANT LEADER TO THE TOP OF THE TREE WITH THE LARGEST BRANCHES SPACED AT LEAST 6 INCHES APART. THERE CAN BE TWO LEADERS IN THE TOP 10% OF THE TREE IF IT IS OTHERWISE OF GOOD QUALITY.
13. THE TREE CANOPY SHOULD BE SYMMETRICAL AND FREE OF LARGE HOLES. CLEAR TRUNK SHOULD BE NO MORE THAN 40% OF TREE HEIGHT UNLESS OTHERWISE SPECIFIED IN THE PLANTING SPECIFICATIONS. CLEAR TRUNK SHALL BE OF SUFFICIENT HEIGHT TO CLEAR SURROUNDING USES THAT MAY BE IMPACTED BY THE FUTURE GROWTH OF THE TREE.
14. OPEN TRUNK AND BRANCH WOUNDS SHALL BE LESS THAN 10% OF THE CIRCUMFERENCE AT THE WOUND AND NO MORE THAN 2 INCHES TALL. PROPERLY MADE PRUNING CUTS ARE NOT CONSIDERED OPEN TRUNK WOUNDS. THERE SHOULD BE NO CORUS OR BREEDING, AND THERE SHOULD BE NO SIGNS OF INSECTS OR DISEASE ON MORE THAN 5% OF THE TREE.
15. IF ANY OF THE ABOVE CONDITIONS ARE NOT MET, TREES MAY BE REJECTED.
16. TREE PROTECTION DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY CLEARING, GRUBBING, OR GRADING OF THE SITE BY THE LOCAL AGENCIES.

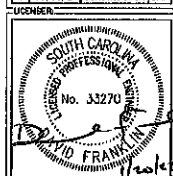
verizon
DIGITAL SERVICE GROUP

PROJECT INFORMATION:
SITE NAME:
TOOCOA HWY
SITE NO.: 802071
PROJECT #: 20212231130
ROCHELLE CHURCH RD
NEWMARKET, NC
OCONEE COUNTY

PLANS PREPARED BY:
Kimley-Horn
1620 ALPHE PARK BLVD, SUITE 801
ALBUQUERQUE, NM 87106
PHONE: 505-263-1100
FAX: 505-263-1100
WWW.KH-USA.COM



REV.	DATE	ISSUED FOR	BY
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9			
10			
11	01/20/21	CONSTRUCTION DMF	
12	08/30/21	CONSTRUCTION DMF	



PROJECT NUMBER:
613509328
DRAWN BY: JAR
CHECKED BY: DMF

SHEET TITLE:
LANDSCAPING PLAN

SHEET NUMBER:
L1

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ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

- 1.01 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UL, IEC, AND THE LOCAL UTILITY COMPANY.
- 1.02 MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.
- 1.03 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UL, IEC, AND THE LOCAL UTILITY COMPANY.
- 1.04 ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.
- 1.05 CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.
- 1.06 CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 30" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

- 2.01 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE VERIZON REPRESENTATIVE.
- 2.02 CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.
- 2.03 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.
- 2.04 ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES. INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- 2.05 CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.
- 2.06 CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.
- 2.07 IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.
- 2.08 CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.
- 2.09 CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

- 3.01 ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
- 3.02 FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY VERIZON.
- 3.03 CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD DIRECTORY FOR THE PANEL FROM WHICH THE NEW VERIZON EQUIPMENT CIRCUIT WILL BE CONNECTED. CONTRACTOR SHALL SUBMIT UPDATED DIRECTORY IN A PLASTIC COVER TO THE BUILDING OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- 3.04 CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE TOWER OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.
- 3.05 ALL CONDUCTORS SHALL BE COPPER WITH THIN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.
- 3.06 ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT REQUIRED.
- 3.07 CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.
- 3.08 CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.
- 3.09 ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BOND RADI SHALL BE PER NEC.
- 3.10 CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL UNDERDRAUGHTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.
- 3.11 CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AND INSULATED COPPER BONDING JUMPER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AND INSULATED COPPER BONDING JUMPER PER NEC.
- 3.12 CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED DRANGE.
- 3.13 CONTRACTOR SHALL PROVIDE AND INSTALL AN ENGRAVED PNEUMATIC PLATE ON THE FRONT OF THE INTEGRATED LOAD CENTER. THE WORDING ON THE PLATE SHALL READ AS FOLLOWS: "MAXIMUM DRAW OF ALL RECTIFIERS AND EQUIPMENT ON THE LOAD CENTER CANNOT EXCEED 50KW. IF ADDITIONAL POWER IS REQUIRED, THE EXISTING 50KW GENERATOR MUST BE REPLACED."

4.00 PRE-CONSTRUCTION COORDINATION

- 4.01 CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.
- 4.02 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 4.03 CONTRACTOR SHALL VERIFY PRIOR TO ROUGH-IN THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.
- 4.04 CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL WIRING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.
- 4.05 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.
- 4.06 CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.
- 4.07 CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.

4.08 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



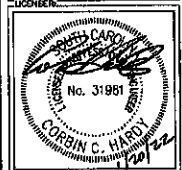
PROJECT INFORMATION:
SITE NAME:
TOCOCA HWY
SITE NO.: 882871
PROJECT #: 20212231136
HORNELL CHURCH RD
WESTMINSTER, CO
COOKE COUNTY

PLANS PREPARED BY:
Kimley-Horn

11720 AUBURN ROAD, SUITE 200
AUBURN, CO 80015
PHONE: 719-259-4500
FAX: 719-259-4501
WWW.KIMLEY-HORN.COM
80 Lines 02/20/22



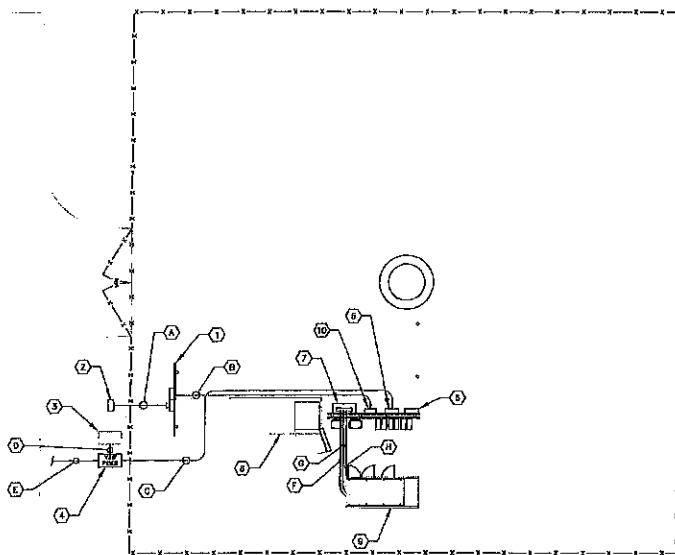
REV.	DATE	ISSUED FOR	BY
1	01/20/22	CONSTRUCTION	CON
2	06/30/21	CONSTRUCTION	CON



PROJECT NUMBER:
015561324
DRAWN BY: JAF
CHECKED BY: DMF

SHEET TITLE:
ELECTRICAL NOTES

SHEET NUMBER:
E1



1 UTILITY SERVICE ROUTING PLAN
E2 SCALE: 1" = 10'

KEY NOTES - ELECTRICAL EQUIPMENT

- ① UTILITY METER H-FRAME (SEE DETAIL 1/E4).
- ② POWER STUB UP (SEE NOTE 4.04 ON SHEET E1).
- ③ EXISTING UT FIBER HANDHOLE/PEDESTAL. (CONTRACTOR TO CONFIRM EXISTENCE AND LOCATION).
- ④ TRAFFIC RATED TELCO VAULT LABELED "VZW FIBER". (SEE NOTE 4.05 ON SHEET E1)
- ⑤ TELCO BOX (SEE SHEET C4).
- ⑥ CIENA UNIT, IF NEEDED (SEE SHEET C4).
- ⑦ INTEGRATED LOAD CENTER (SEE SHEET C4).
- ⑧ VERIZON CONCRETE EQUIPMENT PAD (SEE SHEET C8).
- ⑨ VERIZON CONCRETE GENERATOR PAD (SEE SHEET C8).
- ⑩ DISCONNECT SWITCH (SEE SHEET C4).

KEY NOTES - CONDUIT, CONDUCTORS, & MISC.

- ① TWO (2) 4" PVC POWER CONDUITS FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY (SEE TRENCH DETAIL 2/E7).
- ② 2" PVC POWER CONDUIT FROM PROPOSED METER RACK TO EQUIPMENT RACK (SEE TRENCH DETAIL 2/E7).
- ③ TWO (2) 2" PVC TELCO CONDUITS, WITH TWO (2) FULL ROPES EACH (SEE TRENCH DETAIL 2/E7).
- ④ 4" PVC BRIDGE FIBER CONDUIT. (IF NO EXISTING UT FIBER HANDHOLE/PEDESTAL, IS PRESENT CONTRACTOR TO PROVIDE A 5' LONG CAPPED STUB BRIDGE CONDUIT).
- ⑤ TWO (2) 2" PVC CONDUITS FROM RIGHT OF WAY W/TWO (2) FULL ROPES (SEE TRENCH DETAIL 2/E7 AND SHEET E3).
- ⑥ 2" PVC CONDUIT FOR ROUTING POWER CONDUCTOR TO THE GENERATOR. (SEE TRENCH DETAIL 2/E7).
- ⑦ 1" PVC CONDUIT FOR ROUTING GENERATOR CONTROL AND ALARM SIGNAL CABLES TO THE GENERATOR (SEE TRENCH DETAIL 2/E7).
- ⑧ 1" PVC CONDUIT FOR ROUTING POWER CONDUCTOR TO THE GENERATOR BATTERY CHARGER AND THE GENERATOR BLOCK HEATER (SEE TRENCH DETAIL 2/E7).

NOTES:

GENERAL CONTRACTOR IS TO CONFIRM WITH VERIZON CONSTRUCTION MANAGER WHETHER INSTALLATION OF THE TWO (2) 2" CONDUITS TO THE RIGHT OF WAY WILL BE PART OF THE INITIAL CONSTRUCTION.

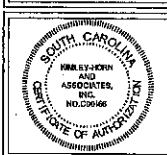


GRAPHIC SCALE: 1" = 10'

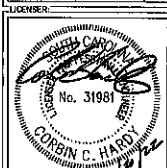


PROJECT INFORMATION:
SITE NAME:
TOCOCOA HWY
SITE NO.: 082071
PROJECT #: 20212231136
HOPWELL CORNERS RD
WESTMINSTER, SC
COOKE COUNTY

PLANS PREPARED BY:
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REV.	DATE	ISSUED FOR	BY
1	01/20/22	CONSTRUCTION CDH	
2	05/30/21	CONSTRUCTION CDH	

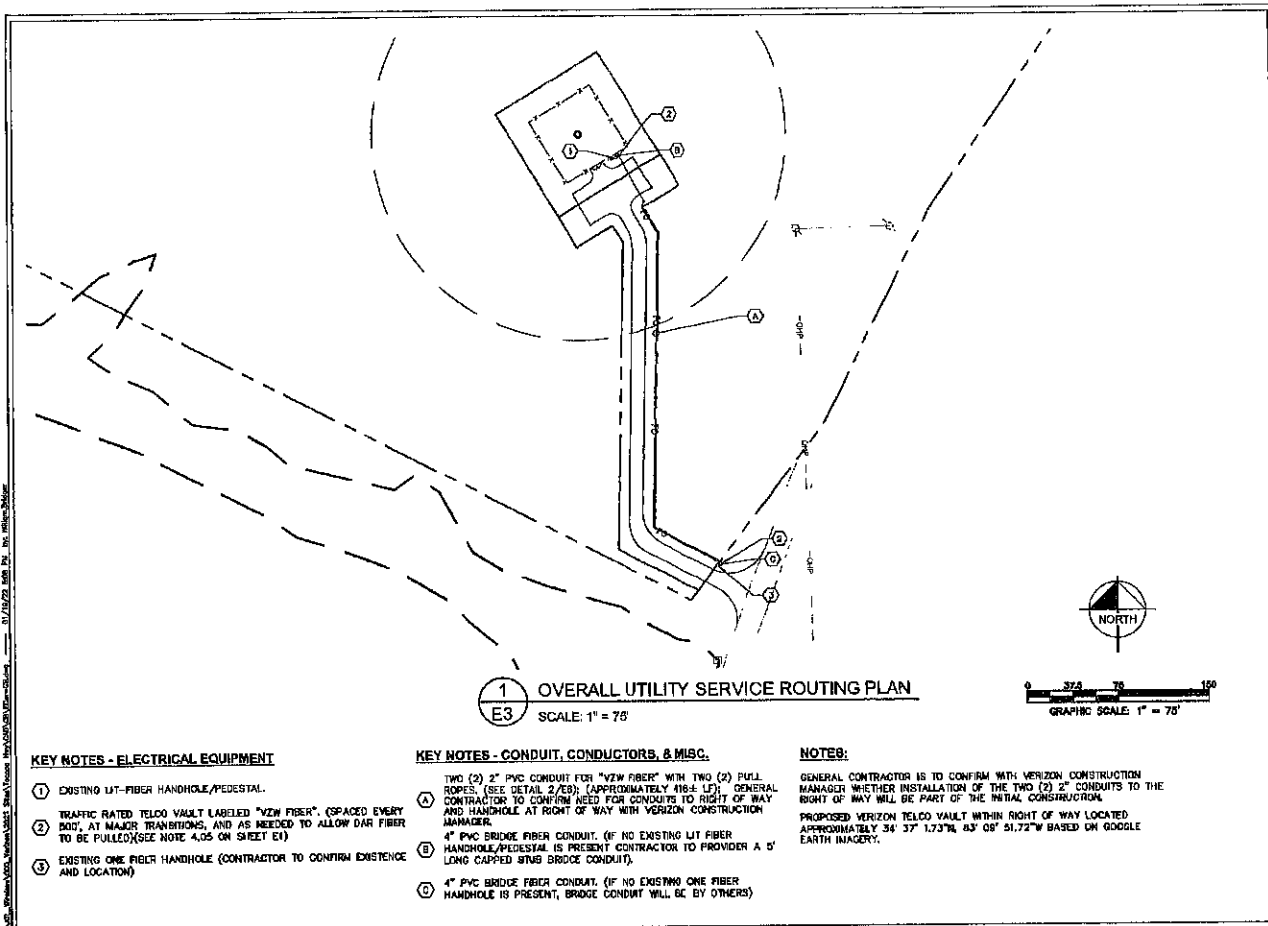


CDH PROJECT NUMBER:
013505328
DRAWN BY: _____ CHECKED BY: _____
JAR DMT

SHEET TITLE:
**UTILITY SERVICE
ROUTING PLAN**

SHEET NUMBER:
E2

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verizon
CONSTRUCTION SERVICES

PROJECT INFORMATION:

SITE NAME:
TOCCOA HWY
PROJECT #: 20212331156
HORNWELL CHURCH RD
HORNWELL, GA
OCONEE COUNTY

PLANS PREPARED BY:

Kimley-Horn
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SOUTH CAROLINA
KIMLEY-HORN AND ASSOCIATES, P.C.
REG. NO. 0000166
STATE OF SOUTH CAROLINA
EXPIRATION DATE 12/31/2024

REV. DATE ISSUED FOR BY

5			
7			
8			
9			
4			
1			
2			
1	01/20/22	CONSTRUCTION	CGH
0	06/30/21	CONSTRUCTION	CGH

LICENSER:

CORIN C. HARDY
No. 31981
10/22

KHA PROJECT NUMBER:
013506328

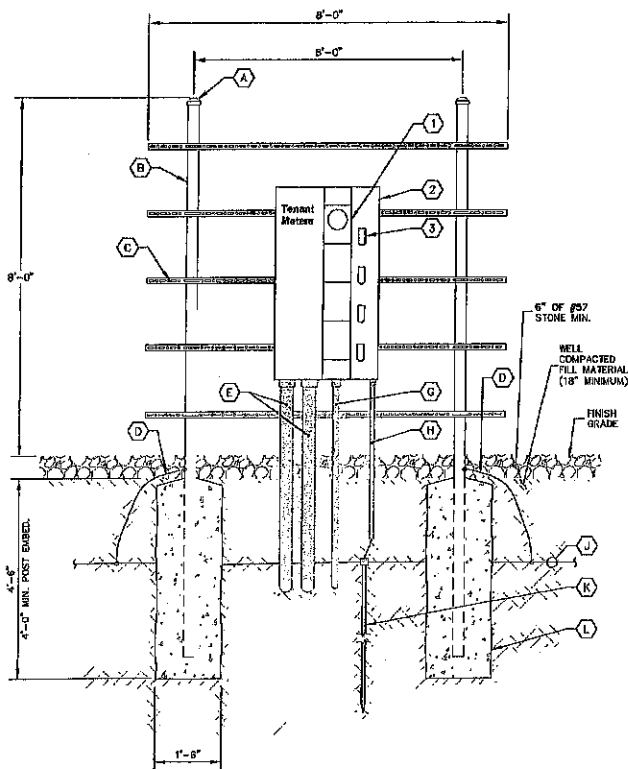
DRAWN BY: CHECKED BY:
JAN JAW

SHEET TITLE:

OVERALL UTILITY ROUTING PLAN

SHEET NUMBER:
E3

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1 METER RACK DETAILS
E4 NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) GALVANIZED RIGID STEEL CAP, TYPICAL.
- (B) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- (C) 1 1/2" x 1 1/2" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- (D) ONE (1) #2 AND BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- (E) 4" PVC CONDUIT FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY, TYPICAL OF 2.
- (F) KEYNOTE NOT USED.
- (G) 2" PVC CONDUIT FOR ROUTING FEEDERS TO NON-FUSED DISCONNECT SWITCH.
- (H) 3/4" PVC CONDUIT WITH ONE (1) - 2/0 BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- (I) GROUND RING (SEE "E" SHEETS).
- (J) GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE "E" SHEETS).
- (K) GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE "E" SHEETS).
- (L) CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI AND INCLUDE FIBERMESH 600-3E.

KEY NOTES - ELECTRICAL EQUIPMENT

- (1) 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE, TYPICAL OF 4. ONLY TOP SOCKET WILL RECEIVE METERS UNDER THIS CONTRACT.
- (2) 800 AMP, 22KVA, 4 GANG, SERVICE ENTRANCE RATED METER CENTER IN NEMA 3R ENCLOSURE, BOND TO RACK PER NEC.
- (3) 200 AMP, 2 POLE (22KVA) DISCONNECT CIRCUIT BREAKER FOR TOP METER ONLY. CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE TOP CIRCUIT BREAKER IS NO MORE THAN 6" ABOVE GRADE.

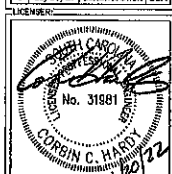


PROJECT INFORMATION:
SITE NAME:
TOCCOA HWY
SITE No.: 822671
PROJECT No.: 20212231136
KORDELL CHURCH RD
WESTMINSTER, SC
DOCKETS COUNTY

PLANS PREPARED BY:
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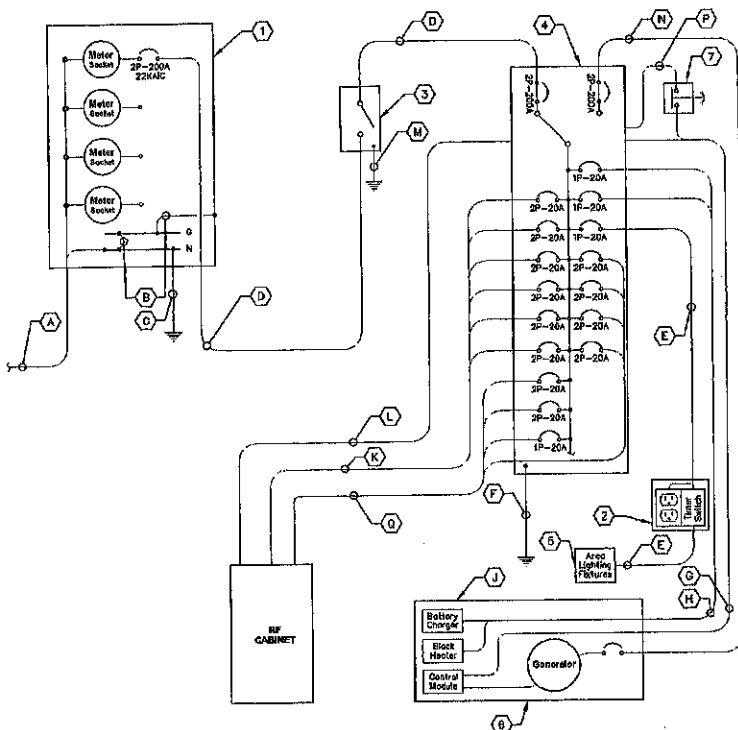
REV.	DATE	REASON FOR REV.
1	01/26/22	CONSTRUCTION COR
2	01/26/22	CONSTRUCTION COR



NO. 013569128
DRAWN BY: JAK
CHECKED BY: DMF

SHEET TITLE:
METER RACK DETAILS

SHEET NUMBER:
E4



REQUIRED SIGNAGE PER NEC 702 AT DEENER DISCONNECT

"WARNING: Shock hazard exists if grounding electrode conductor or bonding jumper connection in this equipment is removed while alternate source(s) is energized. Opening the equipment disconnect will cause the stand-by generator to start. To remove power entirely from the equipment, the generator must be turned OFF using emergency stop switch."

REQUIRED SIGNAGE PER NEC 702 AT SERVICE DISCONNECT & INTEGRATED LIGHT CENTER

"NOTE: Emergency power is supplied by a stand-by generator located behind Vermeer equipment rack."

1
E5
ELECTRICAL SINGLE LINE DIAGRAM
NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A TWO (2) 4" CONDUITS BY CONTRACTOR FOR INCOMING SERVICE LATERALS BY LOCAL UTILITY FOR 600 AMP, 120/240 VOLT SINGLE PHASE SERVICE.
- B BOND GROUND BUS TO NEUTRAL BUS AND GROUND BUS TO ENCLOSURE WITH 2/0 BONDING JUMPERS.
- C ONE (1) 2/0 BARE STRANDED THINNED COPPER GEC TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- D THREE (3) 3/0 CONDUCTORS AND ONE (1) #5 AWG GROUND IN 2" CONDUIT.
- E TWO (2) #12 AWG CONDUCTORS AND ONE (1) #12 AWG GROUND IN 1" CONDUIT.
- F ONE (1) #2 BARE THINNED COPPER FROM GROUNDING LUG IN ILC TO GROUND ROD, EXOTHERMIC WELD TO GROUND ROD.
- G AUTOMATIC TRANSFER SWITCH ALARM AND GENERATOR CONTROL CABLES IN 1" CONDUIT.
- H FOUR (4) #12 CONDUCTORS AND ONE (1) #12 AWG GROUND IN 1" CONDUIT.
- J THE GENERATOR, WHEN UTILIZING A TWO POLE ATS WITH A SOLID NEUTRAL, IS NOT A SEPARATELY DERIVED SYSTEM. THEREFORE, DO NOT BOND THE NEUTRAL TO THE GROUND AT THE GENERATOR.
- K TWELVE (12) #10 AWG THHN CONDUCTORS AND THREE (3) #10 AWG EG IN 2" PVC CONDUIT.
- L ALARM CABLES IN 1" PVC CONDUIT.
- M ONE (1) - #2 BARE THINNED COPPER FROM GROUNDING LUG IN DISCONNECT SWITCH TO GROUND RING, EXOTHERMIC WELD TO GROUND RING.
- N THREE (3) 3/0 CONDUCTORS AND ONE (1) #4 AWG EG IN 2" CONDUIT. VERIFY GENERATOR BREAKER DOES NOT EXCEED 200 AMPS.
- P 1" PVC CONDUIT FOR ROUTING POWER CONDUCTORS FROM THE ILC TO THE EMERGENCY GENERATOR STOP SWITCH.
- Q TWELVE (12) #10 AWG THHN CONDUCTORS AND THREE (3) #10 AWG FOR RECEIVERS AND TWO (2) #10 THHN CONDUCTORS AND ONE (1) #10 AWG FOR CABINET MOUNTED GFI OUTLET, ALL IN ONE 2" PVC CONDUIT.

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 FURNISH AND INSTALL 800 AMP, 3-WIRE, SINGLE PHASE, 120/240 VOLT, 25MVA, FOUR-SPACE MULTI-BAND METER CENTER WITH 200 AMP RATED METER SOCKETS IN NEMA 3R ENCLOSURE. SE RATED, CONTRACTOR SHALL FURNISH AND INSTALL 200 AMP CIRCUIT BREAKER AT METER BASE IF NOT ALREADY EXISTING.
- 2 20 AMP GFCI DUPLEX OUTLET RECEPTACLE AND TIMER SWITCH, ENERLITES WET6 SERIES (OR APPROVED EQUIVALENT) IN LOCKABLE NEMA 3R ENCLOSURE.
- 3 FURNISH AND INSTALL SE RATED 240 V, 200 AMP, 2 POLE, NON-FUSED DISCONNECT IN NEMA 3R ENCLOSURE.
- 4 200 AMP, 120/240 VOLT, ILC WITH 42 SPACE PANEL AND AUTOMATIC TRANSFER SWITCH. ALL CIRCUIT BREAKERS SHALL BE RATED 10KAIC MINIMUM. ILC IS FURNISHED BY VZW AND INSTALLED BY GENERAL CONTRACTOR.
- 5 FURNISH AND INSTALL TWO (2) AREA LIGHTS, (LITHONIA HFR-250M-TA120-DIA-LP1), (OR APPROVED EQUIVALENT).
- 6 50 KW DIESEL GENERATOR. CONTRACTOR SHALL COORDINATE SPECIFIC GENERATOR CONFIGURATION WITH OWNER AND INSTALL THE GENERATOR IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS. GENERATOR BREAKER SIZED AND PROVIDED BY GENERATOR MANUFACTURER.
- 7 EMERGENCY GENERATOR STOP SWITCH IN NEMA 3R ENCLOSURE WILL BE FURNISHED BY VERZOR AND INSTALLED BY GC.

verizon THE VERIZOR GROUP VERIZOR GROUP, INC.	
PROJECT INFORMATION SITE NAME: TOCOSA HWY SITE No.: 60287 PROJECT #: 20212231136 HORNELL, CHURCH RD HORNELL, NY DEER COUNTY	
PLANS PREPARED BY: Kimley-Horn 15720 AUSTIN PARK DRIVE, SUITE 600 HORNELL, NY 13255 PHONE: 716-424-1555 VERIZOR GROUP, INC. 50 LORRAINE DRIVE	
STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION DIVISION OF EMISSIONS No. 31951-ET CORBIN C. HARDY REGISTERED PROFESSIONAL ENGINEER	
NEW: _____ DATE: _____ ISSUED FOR: _____ BY: _____ 1 01/30/22 CONSTRUCTION COH 2 3 4 5 6 7 8 9 10	LOGSHEET: _____ PROJECT NUMBER: _____ DRAWN BY: _____ CHECKED BY: _____ JAN _____ DMP _____ ELECTRICAL SINGLE LINE DIAGRAM SHEET NUMBER: _____ E5

PANEL SCHEDULE - VERIZON INTEGRATED LOAD CENTER													
Voltage: 240/120 Vols				MCB Size: 200 Amps				A/C Rating: 10,000 Amps min					
Phase, Wires: Single Phase, 3 Wires				Bus Rating: 200 Amps				Neutral Rating: 100%					
Mounting Type: Surface													
Enclosure Type: NEMA 3R													
Load Served	Load (kVA)		Circuit Bkr Size	Ckt Nbr	Phase		Ckt Nbr	Circuit Bkr Size	Load (kVA)		Load Served		
	A	B			A	B			A	B		A	B
RECTIFIER 1	1.78		2P-20	1			2	1P-20	0.58		AREA LIGHTS/GFCI		
		1.78		3			4	1P-20		1.50	GEN BLOCK HEATER		
RECTIFIER 2	1.78		2P-20	5			6	1P-20	0.30		GEN BATTERY CHARGER		
		1.78		7			8			0.00	SPACE		
RECTIFIER 3	1.78		2P-20	9			10	1P-20	0.15		CAB DUPLEX OUTLET		
		1.78		11			12			0.00	SPACE		
RECTIFIER 4	1.78		2P-20	13			14	2P-20	1.78		RECTIFIER 9		
		1.78		16			16			1.78			
RECTIFIER 5	1.78		2P-20	17			18	2P-20	1.78		RECTIFIER 10		
		1.78		19			20			1.78			
RECTIFIER 6	1.78		2P-20	21			22	2P-20	0.00		RECTIFIER 11 (SPARE)		
		1.78		23			24			0.00			
RECTIFIER 7	1.78		2P-20	25			26	2P-20	0.00		RECTIFIER 12 (SPARE)		
		1.78		27			28			0.00			
RECTIFIER 8	1.78		2P-20	29			30			0.00	SPACE		
		1.78		31			32			0.00	SPACE		
SPACE	0.00			33			34			0.00	SPACE		
SPACE	0.00			35			36			0.00	SPACE		
SPACE	0.00			37			38			0.00	SPACE		
TVSS (INTERNAL TO ILC)		0.00		39			40			0.00	SPACE		
		0.00		41			42			0.00	SPACE		
Sub-Total (kVA)	14.24	14.24							4.62	5.00	Sub-Total (kVA)		



PROJECT INFORMATION:
 SITE NAME:
 TOCCOA HWY
 SITE No.: 882871
 PROJECT #: 20212311138
 HORNELL, GEORGIA 30141
 HORNELL, SC
 GEORGIA COUNTY

PLANS PREPARED BY:
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 PHONE: 770-991-1000
 WWW.KIMLEY-HORN.COM
 80 Years 1939-2019



REV.	DATE	ISSUED FOR	BY
6			
5			
4			
3			
2			
1	01/30/22	CONSTRUCTION	CCM
0	08/30/21	CONSTRUCTION	CCM

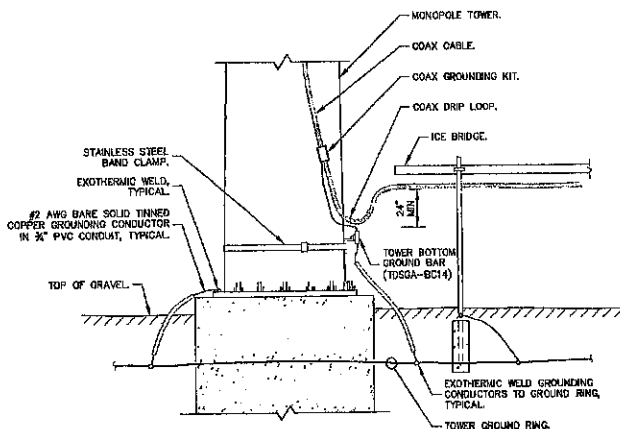


ICMA PROJECT NUMBER:
 01366320
 DRAWN BY: _____ CHECKED BY: _____
 JMR DMF

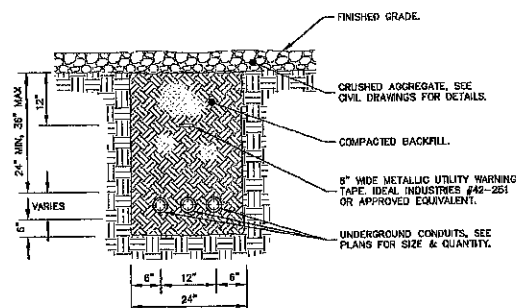
**ELECTRICAL
 DETAILS**

SHEET NUMBER:
E7

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1 DRIP LOOP DETAIL
E7 NOT TO SCALE



2 TYPICAL TRENCH DETAIL
E7 NOT TO SCALE

- NOTES:
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA, CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
 2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
 3. PROVIDE SCHEDULE 40 OR SCHEDULE 80 PVC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.).
 4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.

GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 30" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.
2. EQUIPMENT GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL RODS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF 3 GROUND RODS, EXCEPT USE 4 RODS AT A MONOPOLE TOWER. WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS FROM BEING DRIVEN INTO SOIL ADJACENT TO TOWER, PROVIDE VERTICAL 1" DIAMETER PVC SLEEVES EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.
3. EQUIPMENT GROUND RING AND TOWER GROUND RING SHALL BE BONDED TOGETHER WITH TWO #2 STC GROUND LEADS, TYPICALLY ONE ON EACH SIDE OF ICE BRIDGE.
4. BOND TOWER TO TOWER GROUND RING AT THREE LOCATIONS WITH #2 STC GROUND LEAD. SELF SUPPORT TOWERS SHALL HAVE EACH LEG BONDED TO GROUND RING. MONOPOLES AND GUINED TOWERS SHALL HAVE GROUND LEADS EQUALLY SPACED AROUND TOWER. EXOTHERMICALLY WELD GROUND LEADS TO TOP OF BASE PLATES, OR ATTACH TO TOWER USING TOWER MANUFACTURER PROVIDED DETAIL.
5. PROVIDE #2 STC RADIALS FROM THE TOWER GROUND RING TO EACH FENCE CORNER POST. RADIALS SHALL HAVE GROUND RODS AS PER THE REQUIRED SPACING. THE GROUND ROD AT THE END OF EACH RADIAL SHALL BE 24" MAXIMUM FROM FENCE CORNER POST. EQUIPMENT AREA GROUND RING AND CONNECTING GROUND LEADS (BETWEEN EQUIPMENT AREA AND TOWER GROUND RING) MAY BE USED AS PART OF THE RADIAL GOING TO THE FENCE CORNER POST CLOSEST TO THE EQUIPMENT AREA.
6. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12". EXCEPT USE 24" FOR TOWER GROUND RINGS AND EQUIPMENT PAD GROUND RINGS.
7. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.
8. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.
9. AT EQUIPMENT AREA, INSTALL TOSGA-PATH EXTERIOR GROUND BAR (HINU-BOLTED STYLE) AT BASE OF (2) INTERIOR H-FRAME POSTS AND AT TOP OF ICE BRIDGE POST WHICH IS NEAREST TO (BUT CLOSER TO TOWER THAN) THE COAX CABLE TERMINATION. MOUNT GROUND BAR TO H-FRAME POSTS AT 6" ABOVE GRAVEL AND TO ICE BRIDGE POST AT 6" ABOVE GRAVEL.
10. ALL ICE BRIDGE SECTIONS ARE TO BE JUMPED TOGETHER WITH #2 WIRE. EITHER BARE TINNED COPPER OR GREEN INSULATED STRANDED. ICE BRIDGE SHALL BE GROUNDING AT EACH END WITH #2 STC WIRE LUGGED TO ICE BRIDGE AND EXOTHERMICALLY WELDED TO UPPER PORTION OF NEAREST ICE BRIDGE POST. ICE BRIDGE SECTIONS ABOVE H-FRAME SHALL BE BONDED TO EACH OTHER WITH JUMPERS AT EACH END - THIS ASSEMBLY WILL BE CONSIDERED AS A SINGLE ICE BRIDGE SECTION FOR GROUNDING PURPOSES.
11. BOND EACH ICE BRIDGE POST, H-FRAME POST OR DEDICATED GROUNDING POST TO BURIED GROUNDING SYSTEM WITH #2 STC LEAD EXOTHERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXOTHERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING - DO NOT DASHY CLAMP POSTS TOGETHER.
12. BOND EACH RF CABINET TO EQUIPMENT GROUND RING WITH #2 AWG TINNED SOLID BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXOTHERMICALLY WELDED TO GROUND RING. LUG TO CABINET BODY USING LOCATION AT WHICH STUDS ON CABINET CHASSIS HAVE DIRECT GROUND WIRE CONNECTION TO CABINET INTERNAL GROUND BAR. RUN CONDUIT AND CONDUCTOR ACROSS BACK OF CABINET (DO NOT RUN TOWARDS NEAREST CORNER OF CABINET AND THEN BEND GROUND WIRE SHARPLY). ACROSS CONCRETE PAD BELOW CABLE LADDER, THEN DOWN INTO GRAVEL AREA.
13. BOND EACH BATTERY CABINET TO GROUND RING WITH #2 AWG TINNED SOLID BARE COPPER CONDUCTOR LUGGED TO CABINET BODY AND EXOTHERMICALLY WELDED TO GROUND RING. RUN GROUND LEAD IN FLEX CONDUIT ALONG BACK OF BATTERY CABINET, ACROSS CONCRETE PAD BELOW CABLE LADDER, THEN DOWN INTO GRAVEL AREA. CONNECT TWO HOLE LUG TO BACK OF CABINET AT FACTORY PROVIDED GROUNDING STUDS.
14. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO END ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
15. BOND OPS ANTENNA AND OPS ANTENNA MOUNT TO TOSGA GROUND BAR AT BOTTOM OF H-FRAME POST WITH #2 GREEN INSULATED STRANDED GROUND WIRE.
16. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH OF GATE OPENING. DISTANCE FROM FENCE SHALL MATCH LENGTH OF LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TO EACH OTHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.
17. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.
18. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRANDED #10/12 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.
19. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDING METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT 20FT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.
20. WHERE GROUND BASED RENT'S RAYCAP OVP'S OR OPLEMERS ARE INSTALLED AS THE EQUIPMENT AREA, BOND EACH COMPONENT TO NEAREST TOSGA GROUND BAR BELOW THE COMPONENT WITH #2 GREEN INSULATED STRANDED GROUND WIRE. SINGLE HOLE LUG OR RING TYPE CONNECTOR IS SUITABLE FOR CONNECTION TO GROUNDING STUD ON EACH COMPONENT.
21. NOTIFY VZW CM TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE61 FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.
22. REFER TO TOWER GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.
23. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.

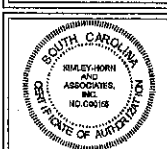


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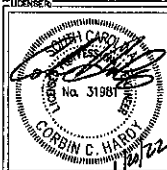
SITE NAME:
TOSCOA HWY
SITE NO.: 602871
PROJECT #: 20212231138
HOPKINS, CHERRY RD
WESTMINSTER, CO
ODORNE COUNTY

PLANS PREPARED BY:

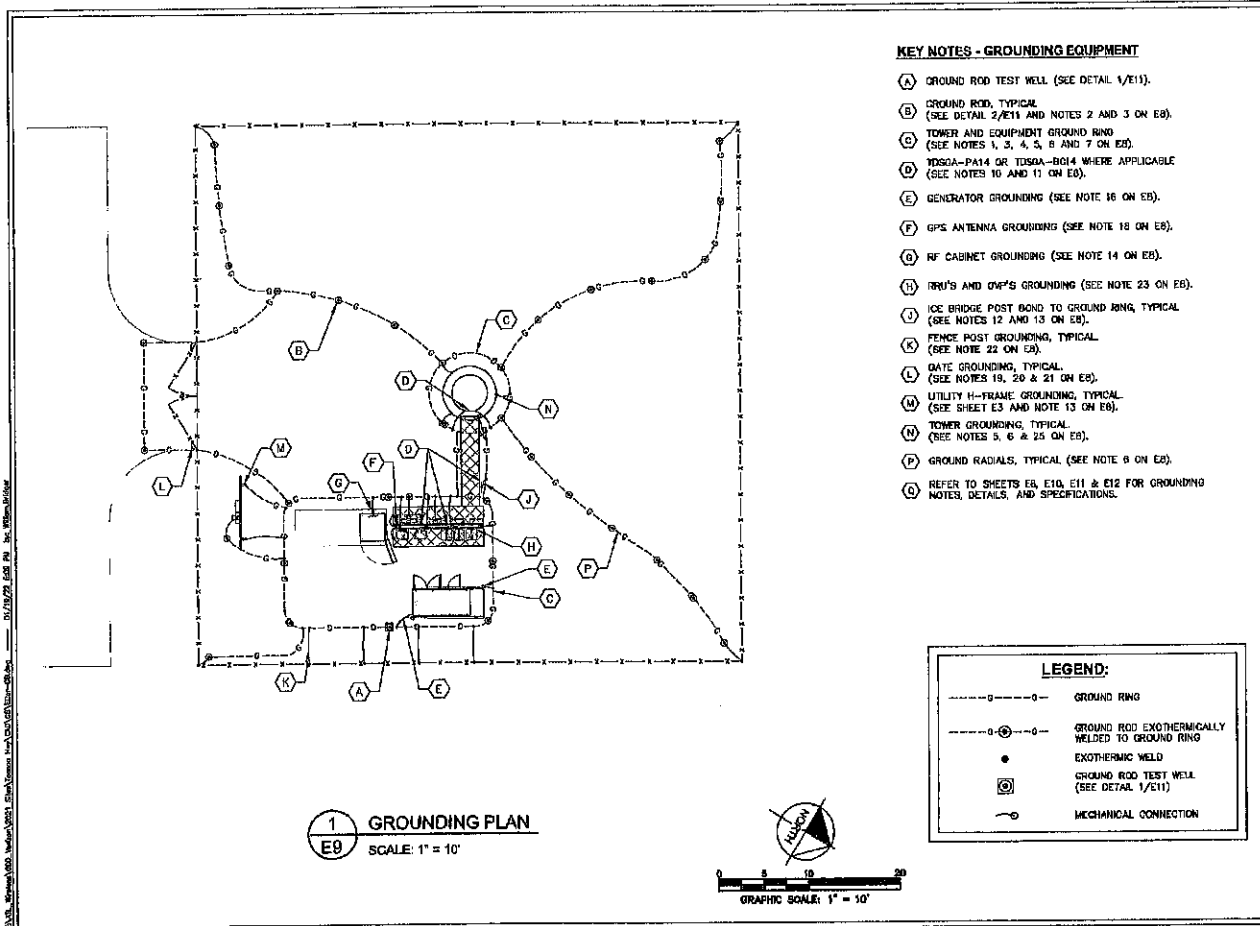
Kimley-Horn
17700 ALLEN PARK BLVD, SUITE 200
ALPHARETTA, GA 30009
PHONE: 770-455-6600
FAX: 770-455-6601
WWW.KIMLEY-HORN.COM



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10	01/20/22	CONSTRUCTION CCM
11	06/20/21	CONSTRUCTION CCM



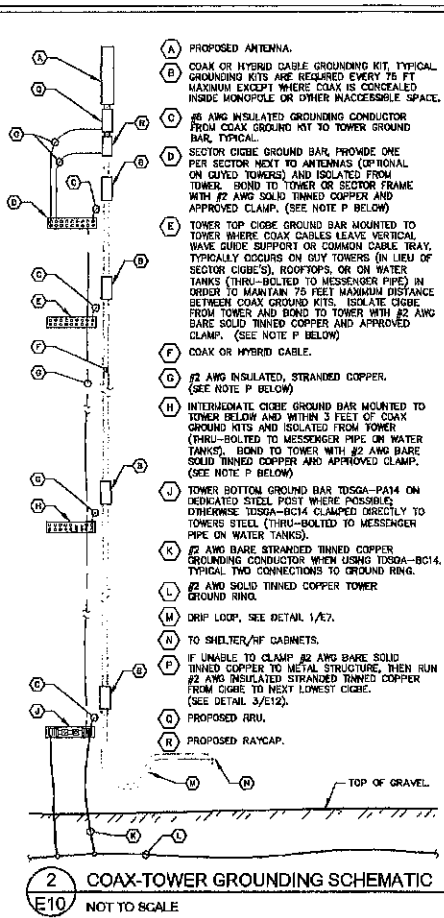
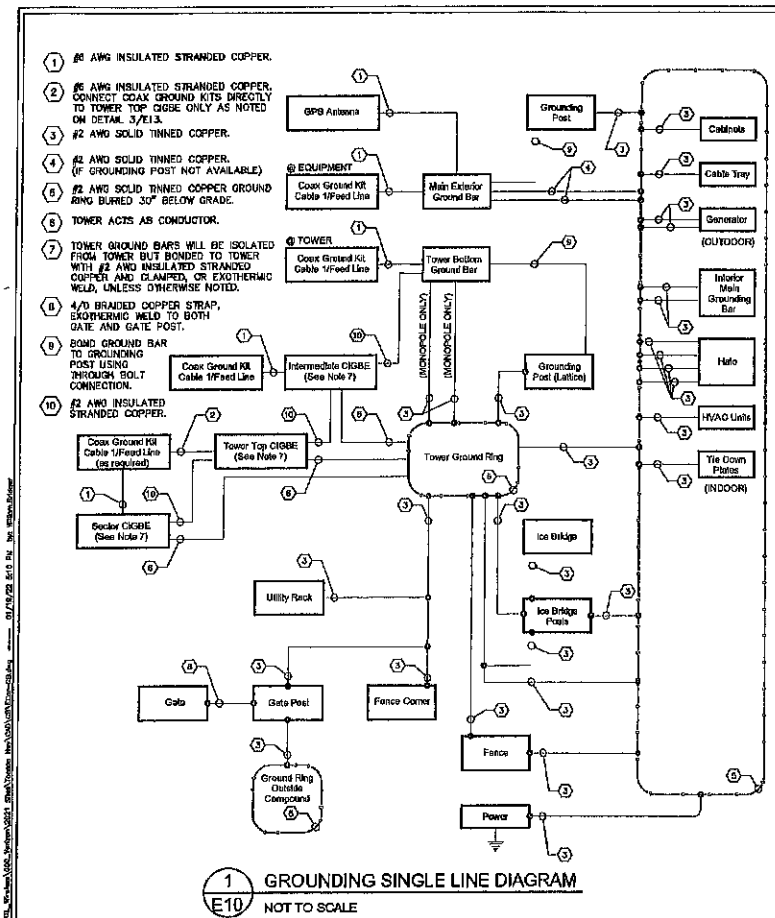
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013008228
DRAWN BY: _____ CHECKED BY: _____
JAB DMF
SHEET TITLE:
GROUNDING NOTES
SHEET NUMBER:
E8



KEY NOTES - GROUNDING EQUIPMENT

- (A) GROUND ROD TEST WELL (SEE DETAIL 1/E11).
- (B) GROUND ROD, TYPICAL (SEE DETAIL 2/E11 AND NOTES 2 AND 3 ON E8).
- (C) TOWER AND EQUIPMENT GROUND RING (SEE NOTES 1, 3, 4, 5, 6 AND 7 ON E8).
- (D) YD50A-PA14 OR TUSOA-B014 WHERE APPLICABLE (SEE NOTES 10 AND 11 ON E8).
- (E) GENERATOR GROUNDING (SEE NOTE 16 ON E8).
- (F) GPS ANTENNA GROUNDING (SEE NOTE 18 ON E8).
- (G) RF CABINET GROUNDING (SEE NOTE 14 ON E8).
- (H) TRU'S AND OVP'S GROUNDING (SEE NOTE 23 ON E8).
- (I) ICE BRIDGE POST BOND TO GROUND RING, TYPICAL (SEE NOTES 12 AND 13 ON E8).
- (J) FENCE POST GROUNDING, TYPICAL (SEE NOTE 22 ON E8).
- (K) GATE GROUNDING, TYPICAL (SEE NOTES 19, 20 & 21 ON E8).
- (L) UTILITY H-FRAME GROUNDING, TYPICAL (SEE SHEET E3 AND NOTE 13 ON E8).
- (M) TOWER GROUNDING, TYPICAL (SEE NOTES 5, 6 & 25 ON E8).
- (N) GROUND RADIALS, TYPICAL (SEE NOTE 8 ON E8).
- (Q) REFER TO SHEETS E8, E10, E11 & E12 FOR GROUNDING NOTES, DETAILS, AND SPECIFICATIONS.

verizon THE WIRELESS COMPANY COMMERCIAL SERVICE GROUP	
PROJECT INFORMATION:	
SITE NAME: TOCCOA HWY	
SITE No.: 682871	
PROJECT # 20212231136	
HORNSEA, CHESAPEAKE HORNSEA, VA ESSEX COUNTY	
PLANS PREPARED BY:	
Kimley-Horn	
11720 JAMES PARK DRIVE, SUITE 400 DANFORTH, VA 22029 PHONE: 703-441-1000 FAX: 703-441-1001 WWW.KIMLEY-HORN.COM	
SOUTH CAROLINA KIMLEY-HORN AND ASSOCIATES, INC. REGISTERED PROFESSIONAL ENGINEERS STATE OF SOUTH CAROLINA	
NEW: DATE: ISSUED FOR: BY:	
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0	05/30/21 CONSTRUCTION (COT)
DESIGNED BY:	
SOUTH CAROLINA CORBIN C. HARDY REGISTERED PROFESSIONAL ENGINEER No. 31981 1/10/22	
SIA PROJECT NUMBER:	
913509328	
DRAWN BY: CHECKED BY:	
JAR	DMF
SHEET TITLE:	
GROUNDING PLAN	
SHEET NUMBER:	
E9	



verizon
 THE WIRELESS WAY
 TO LIVE

PROJECT INFORMATION:
 SITE NAME:
 SITE No.: 083071
 PROJECT #: 20212231138
 HOPKINS COUNTY, MO
 WESTMINSTER, SC
 COVING COUNTY

PLANS PREPARED BY:
Kimley-Horn
 1120 AVONC PARK DRIVE, SUITE 400
 ALPHARETTA, GA 30620
 PHONE: 770-755-4000
 FAX: 770-755-4001
 WWW.KIMLEY-HORN.COM

SOUTH CAROLINA
 PROFESSIONAL ENGINEER
 AND
 ARCHITECT
 NO. 000005
 STATE OF ARIZONA

REVISIONS:
 1 01/20/02 CONSTRUCTION CSH
 2 08/30/01 CONSTRUCTION CSH

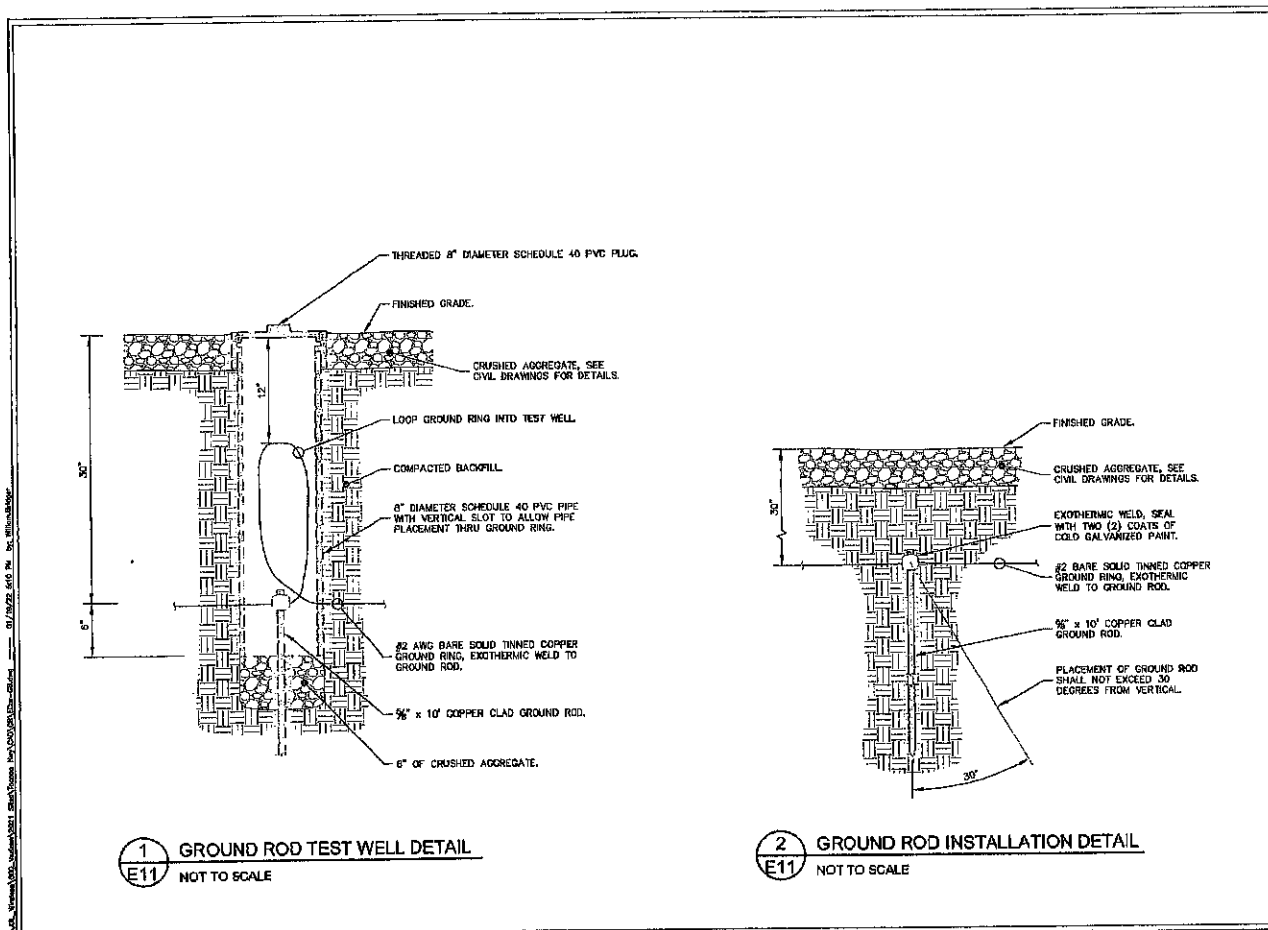
DESIGNED BY:
 013509328

DRAWN BY: CHECKED BY:
 JMR DMF

SHEET TITLE:
**GROUNDING
 SINGLE LINE
 DIAGRAM**

SHEET NUMBER:
E10

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verizon
BY DESIGN

PROJECT INFORMATION:
SITE NAME: TOCCOA HWY
SITE No: 082871
PROJECT #: 20212231138
HOPKINS COUNTY RD
WESTMINSTER, SC
OCCOKE COUNTY

PLANS PREPARED BY:
Kimley-Horn
11720 AMER PAVE DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE 770-618-6548
WWW.KIMLEY-HORN.COM
© Kimley-Horn 2020/21

SOUTH CAROLINA
KIMLEY-HORN
AND
ASSOCIATES, P.C.
REGISTERED PROFESSIONAL ENGINEERS
EXPIRATION DATE 12/31/2024

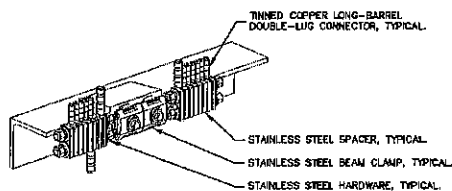
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0	08/30/21	CONSTRUCTION	CH-1

LICENSOR:
SOUTH CAROLINA
KIMLEY-HORN
AND
ASSOCIATES, P.C.
No. 31581
CORIN C. HARDY
12/01/22

WPA PROJECT NUMBER: 013506328
DRAWN BY: JAR CHECKED BY: DJF
SHEET TITLE:
GROUNDING DETAILS
SHEET NUMBER:
E11

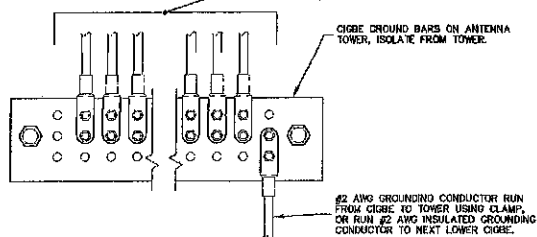
This document, together with the drawings and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Review of and reliance on this document without written authorization and signature by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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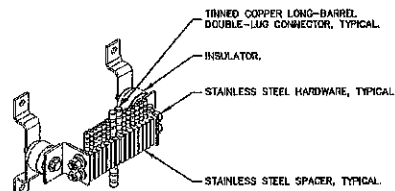


1 BAR NONE GROUNDED BEAM CLAMP (TDSCA-BC14)
E12 NOT TO SCALE

#6 AWG INCOMING GROUNDING CONDUCTORS FROM COAX GROUNDING KITS, (FOR TOWER TOP DISSE'S OCCURS ONLY ON GUYN TOWERS, OR ON OTHER STRUCTURES WHERE REQUIRED TO ACHIEVE 75 FT MAXIMUM DISTANCE BETWEEN COAX GROUNDING LOCATIONS.)



2 BAR NONE POST MOUNTED (TDSCA-PA14)
E12 NOT TO SCALE



3 ANTENNA GROUND WIRE INSTALLATION DETAIL
E12 NOT TO SCALE

NOTES:

1. ALL COAX GROUND BARS ON TOWER ARE TO BE ERICO TDSCA, TYPICALLY USE TDSCA-WB17 ISOLATED FROM UNISTRUT BRACKET.
2. IF COAX CANNOT BE CONNECTED TO TOWER WITH #2 AWG GROUNDING CONDUCTOR, VIA CLAMP OR EXOTHERMIC WELD, THEN RUN #2 AWG BLACK GROUND LEAD FROM COAX DOWN TO NEXT LOWER COAX. SECURE GROUND LEAD WITH NON-METALLIC TIES AT SAME SPACING AS COAX SUPPORTS.

4 BAR NONE INSULATED (TDSCA-WB17)
E12 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
TOOCHOA HWY
SITE No.: 802071
PROJECT #: 20212231136
HOPKINS CHURCH RD
WINDHAM, SC
GEORGIA COUNTY

PLANS PREPARED BY:

Kimley-Horn

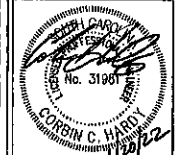
11720 APRLE HUNT DR., SUITE 300
FARMINGDALE, GA 30004
PHONE: 770-449-1540
FAX: 770-449-1541
WWW.KH-HORN.COM
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REV. DATE ISSUED FOR:

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LICENSURE:



PROJ. PROJECT NUMBER:

013504328

DRAWN BY:

JAR

CHECKED BY:

DMF

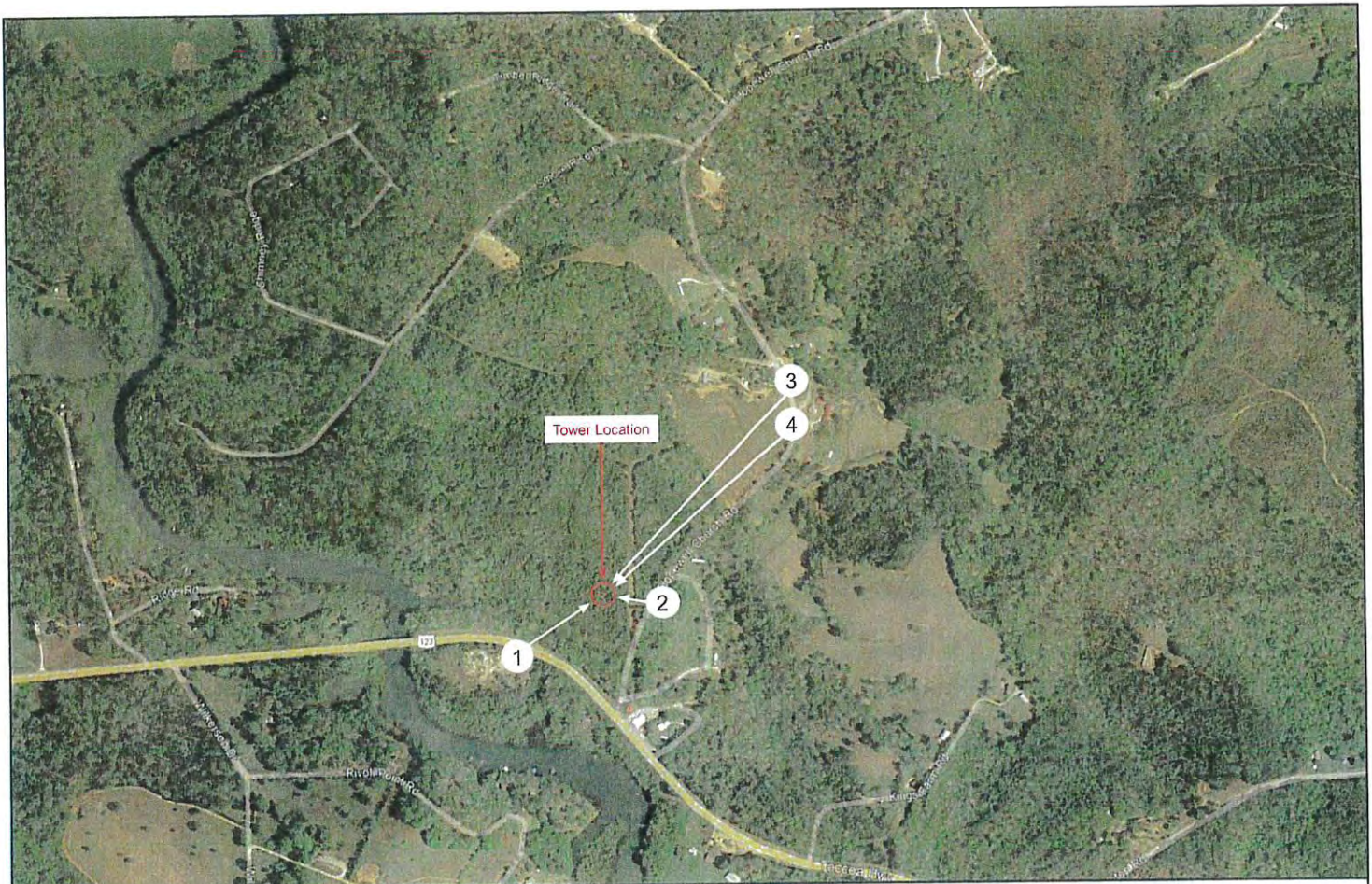
SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER:

E12

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Location Map

Kimley»Horn

Verizon Wireless - Toccoa Hwy
Hopewell Church Rd
Westminister, SC 29693
Oconee County

verizon✓



View #1 looking northeast from Hwy 123

Existing

Kimley»»Horn

Verizon Wireless - Toccoa Hwy
Hopewell Church Rd
Westminster, SC 29693
Oconee County

verizon✓



Simulations adjusted for wind shear on balloons.

View #1 looking northeast from Hwy 123

Proposed

Kimley»Horn

Verizon Wireless - Toccoa Hwy
Hopewell Church Rd
Westminster, SC 29693
Oconee County

verizon✓



View #2 looking northwest from Hopewell Church Road

Existing

Kimley»Horn

Verizon Wireless - Toccoa Hwy
Hopewell Church Rd
Westminster, SC 29693
Oconee County

verizon✓



View #2 looking northwest from Hopewell Church Road

Proposed

Kimley » Horn

Verizon Wireless - Toccoa Hwy
Hopewell Church Rd
Westminster, SC 29693
Oconee County

verizon[✓]



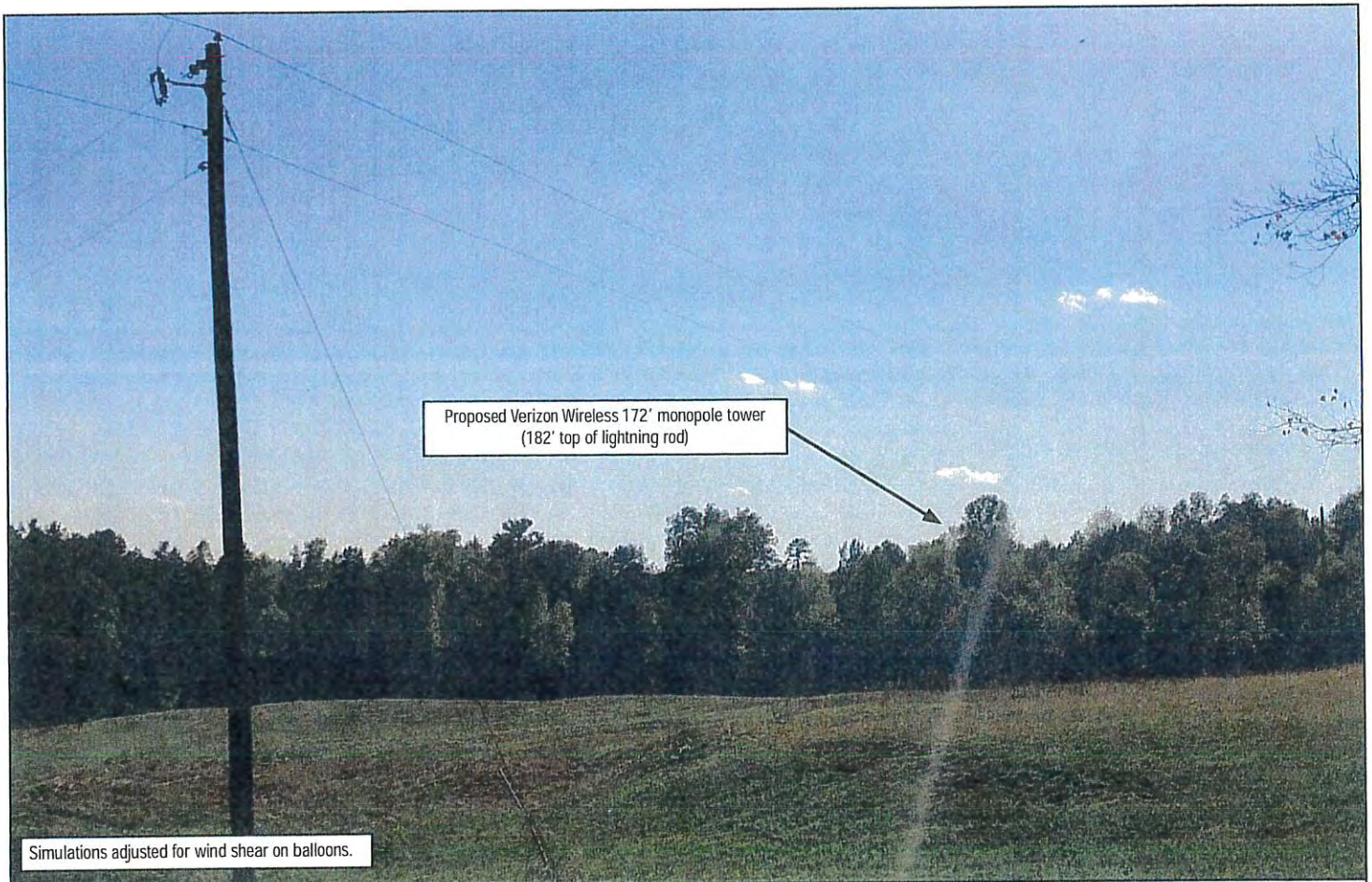
View #3 looking southwest from Hopewell Church Road

Existing

Kimley»Horn

Verizon Wireless - Toccoa Hwy
Hopewell Church Rd
Westminster, SC 29693
Oconee County

verizon✓



View #3 looking southwest from Hopewell Church Road

Proposed

Kimley»Horn

Verizon Wireless - Toccoa Hwy
Hopewell Church Rd
Westminster, SC 29693
Oconee County

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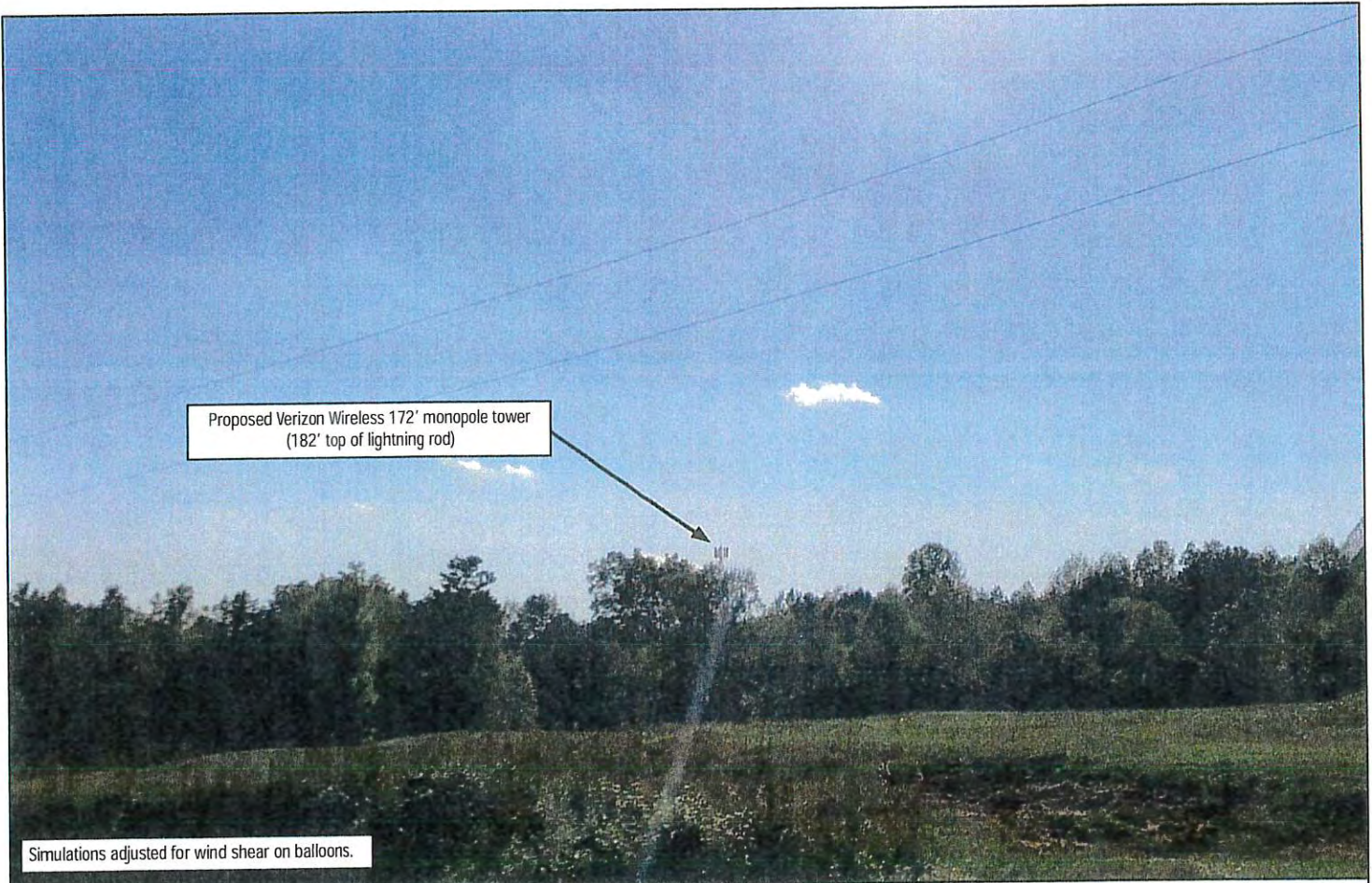
View #4 looking west southwest from Hopewell Church Road

Existing

Kimley»Horn

Verizon Wireless - Toccoa Hwy
Hopewell Church Rd
Westminster, SC 29693
Oconee County

verizon✓



Proposed Verizon Wireless 172' monopole tower
(182' top of lightning rod)

Simulations adjusted for wind shear on balloons.

View #4 looking west southwest from Hopewell Church Road

Proposed

	Verizon Wireless - Toccoa Hwy Hopewell Church Rd Westminster, SC 29693 Oconee County	



October 19, 2021

Vivian Kompier
Oconee Co. Planning Dept.
415 S. Pine Street
Walhalla, SC 29691
PH: 864-964-5109

Subject: Telecommunications Facility Proposal by
Verizon Wireless Site #682871 (Toccoa Hwy)
Oconee County, Special Exception
Hopewell Church Rd, Westminster, SC 29693
Parcel ID: 285-00-05-001

Dear Ms. Kompier,

Pursuant to Sections 32-138 Application Requirements of the Oconee County Ordinance Governing Communication Tower.

32-138: The following information shall be submitted for all applications for approval of a communication tower:

(G) Alternative to co-location or stealth design. Co-located or stealth designs shall be required unless satisfactory documented evidence can be provided indicating that:

(3) The applicant has considered all available publicly-owned sites, and available privately owned sites occupied by a compatible use including all applicable sites or locations or a combination of sites and locations as described under section 32-133(b) for priority of approval and the applicant has demonstrated that for the reasons described in section 32-133(b) that these sites and/or locations are unsuitable for operation of the facility under applicable state and federal communications regulations, the applicant's technical design requirements and/or valid economic reasons.

Please let this letter serve as certification that there are no existing structures or publicly-owned land within Verizon Wireless search area as seen in the attached map on the next page.

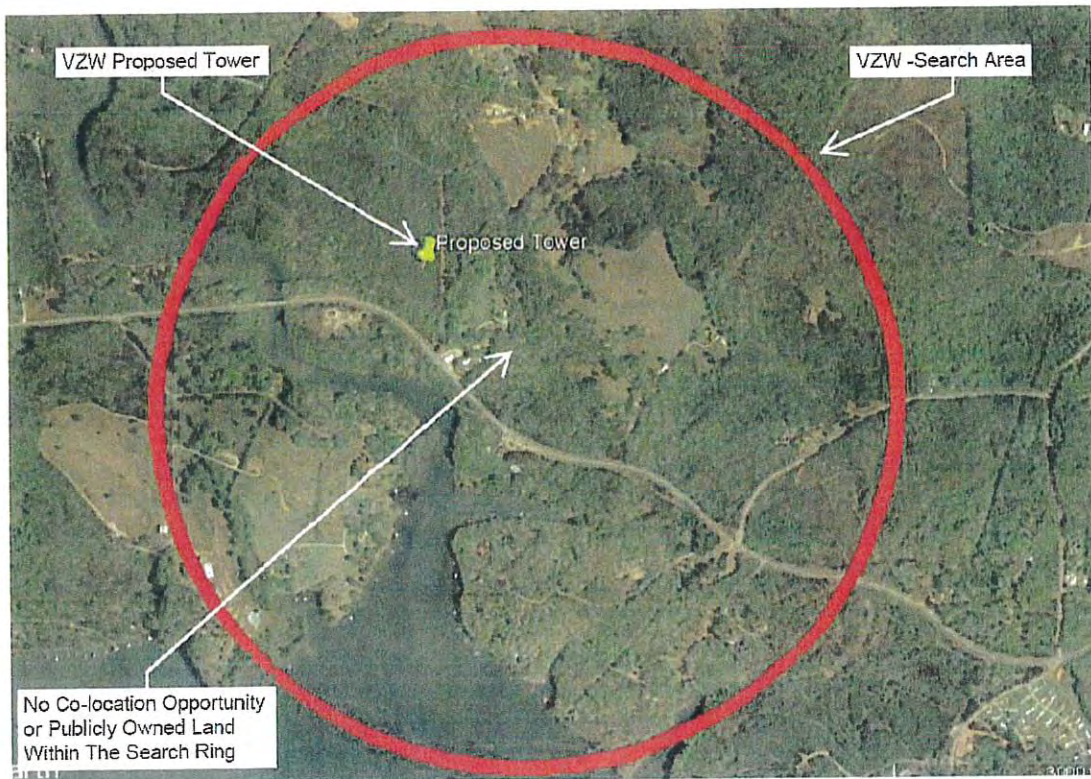
Sincerely,


John Yeagley
Site Acquisitions Manager
Chase Real Estate Services

10612 D Providence Rd., Ste 751 • Charlotte, NC 28277 • tel (704) 333-3373



Explanation Map



FCC MARKET NAME	FCC Radio Service Code	FCC Market Number	FCC Channel Block
Greenville-Spartanburg-Anderson, SC-NC	AT	BEA041	H
Greenville-Spartanburg-Anderson, SC-NC	AT	BEA041	I
South Carolina 1 - Oconee	AW	CMA625	A
Southeast	AW	REA002	F
South Carolina 1 - Oconee	CL	CMA625	A
Anderson, SC	CW	BTA016	C
Greenville, SC	PM	PEA050	A1
Greenville, SC	PM	PEA050	A2
Greenville, SC	PM	PEA050	A3
Greenville, SC	PM	PEA050	A4
Greenville, SC	PM	PEA050	A5
Greenville, SC	PM	PEA050	B1
Greenville, SC	PM	PEA050	B2
Greenville, SC	PM	PEA050	B3
C45073 - Oconee, SC	UU	C45073	L1
C45073 - Oconee, SC	UU	C45073	L2
Greenville, SC	UU	PEA050	M1
Greenville, SC	UU	PEA050	M10
Greenville, SC	UU	PEA050	M2
Greenville, SC	UU	PEA050	M3
Greenville, SC	UU	PEA050	M4
Greenville, SC	UU	PEA050	M5
Greenville, SC	UU	PEA050	M6
Greenville, SC	UU	PEA050	M7
Greenville, SC	UU	PEA050	M8
Greenville, SC	UU	PEA050	M9
Southeast	WU	REA002	C

FCC Call Sign	Licensee Name	FRN	Expired Date	State of Market	County State
WQVN945	Cellco Partnership	0003290673	Apr 8, 2027	SC	SC
WQVN946	Cellco Partnership	0003290673	Apr 8, 2027	SC	SC
WQHI466	Cellco Partnership	0003290673	Dec 18, 2021	SC	SC
WQGA716	Cellco Partnership	0003290673	Nov 29, 2021		SC
KNKQ351	Cellco Partnership	0003290673	Oct 1, 2022	SC	SC
WPUD533	Cellco Partnership	0003290673	Dec 29, 2027	SC	SC
WRNE957	Cellco Partnership	0003290673	Jul 23, 2036	SC	SC
WRNE958	Cellco Partnership	0003290673	Jul 23, 2036	SC	SC
WRNE959	Cellco Partnership	0003290673	Jul 23, 2036	SC	SC
WRNE960	Cellco Partnership	0003290673	Jul 23, 2036	SC	SC
WRNE961	Cellco Partnership	0003290673	Jul 23, 2036	SC	SC
WRNE962	Cellco Partnership	0003290673	Jul 23, 2036	SC	SC
WRNE963	Cellco Partnership	0003290673	Jul 23, 2036	SC	SC
WRNE964	Cellco Partnership	0003290673	Jul 23, 2036	SC	SC
WREF707	Cellco Partnership	0003290673	Oct 2, 2029	SC	SC
WREF708	Cellco Partnership	0003290673	Oct 2, 2029	SC	SC
WRHE343	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WRHE344	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WRHE345	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WRHE346	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WRHE347	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WRHE348	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WRHE349	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WRHE350	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WRHE351	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WRHE352	Straight Path Spectrum, LLC	0012576435	Jun 4, 2030	SC	SC
WQJQ690	Cellco Partnership	0003290673	Jun 13, 2029		SC

County Name	Frequencies(1)	Frequencies(2)	Frequencies(3)	Frequencies(4)
Oconee	1760-1765 / 2160-2165	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	1765-1770 / 2165-2170	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	1715-1720 / 2115-2120	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	1745-1755 / 2145-2155	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	824-835 / 869-880	845-846.5 / 890-891.5	0-0 / 0-0	0-0 / 0-0
Oconee	1900-1905 / 1980-1985	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	3700-3720 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	3720-3740 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	3740-3760 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	3760-3780 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	3780-3800 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	3800-3820 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	3820-3840 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	3840-3860 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	27500-27925 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	27925-28350 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	37600-37700 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	38500-38600 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	37700-37800 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	37800-37900 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	37900-38000 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	38000-38100 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	38100-38200 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	38200-38300 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	38300-38400 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	38400-38500 / 0-0	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0
Oconee	746-757 / 776-787	0-0 / 0-0	0-0 / 0-0	0-0 / 0-0



Verizon Wireless
8821 Research Drive
Charlotte, North Carolina 28262

Phone 704 510-8500

Vivian Kompier
Oconee County Planning & Zoning
415 S. Pine Street,
Walhalla, SC 29691
PH: 864-364-5109

Subject: Proposal by Verizon Wireless Site #682871 (Toccoa Highway)
Oconee County, SC Special Exception Application
Property Located on Hopewell Church Road, Westminster, SC
Parcel ID: 02-0404-001-06-00; Zone Class: CFD

Pursuant to Oconee County Code of Ordinances, Article IV. – Communication Towers Sections 32-138(g) and 32-136:

32-138 (g): Alternative to co-location or stealth design. Co-located or stealth designs shall be required unless satisfactory documented evidence can be provided indicating that:

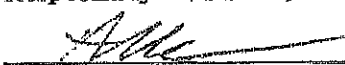
- (1) The proposed antenna and equipment cannot be accommodated and function as required;
- (2) The applicant's technical design requirements are such that without unreasonable modifications they cannot function on any existing structure or communication tower under the control of applicant; and
- (3) The applicant has considered all available publicly-owned sites, and available privately owned sites occupied by a compatible use, including all applicable sites or locations or a combination of sites and locations., et seq.

32-136: Maximum height allowance in commercial zoning classification – not exceeding 200 feet.

Cellco Partnership d/b/a Verizon Wireless, by its representative, respectfully requests a variance to the requirements in the sections referenced. This proposed new facility will be located within a CFD zone classification and will include an antenna support structure of 172 feet. Applicant states the conditions of the requirements of these sections will cause the equipment to not function as required and will prohibit the effectiveness of its system operation's objective of filling in a coverage gap in this area of Oconee County.

Respectfully submitted,

Anthony B Johnson
Sr. Manager / RE


Representative for Verizon Wireless

Date:

2/14/2022

 * Federal Airways & Airspace *
 * Summary Report: New Construction *
 * Antenna Structure *

Airspace User:

File: TOCCOA_HWY

Location: Westminster, SC

Latitude: 34°-37'-5.37" Longitude: 83°-9'-53.46"

SITE ELEVATION AMSL.....723.9 ft.

STRUCTURE HEIGHT.....182 ft.

OVERALL HEIGHT AMSL.....906 ft.

NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)
 FAR 77.9(b): NNR (DNE Notice Slope)
 FAR 77.9(c): NNR (Not a Traverse Way)
 FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for TOC
 FAR 77.9: NNR (No Expected TERPS® impact with CEU)
 FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required

NNR = Notice Not Required

PNR = Possible Notice Required (depends upon actual IFR procedure)
 For new construction review Air Navigation Facilities at bottom
 of this report.

Notice to the FAA is not required at the analyzed location and height for
 slope, height or Straight-In procedures. Please review the 'Air Navigation'
 section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS

FAR 77.17(a)(1): DNE 499 ft AGL
 FAR 77.17(a)(2): DNE - Airport Surface
 FAR 77.19(a): DNE - Horizontal Surface
 FAR 77.19(b): DNE - Conical Surface
 FAR 77.19(c): DNE - Primary Surface
 FAR 77.19(d): DNE - Approach Surface
 FAR 77.19(e): DNE - Approach Transitional Surface
 FAR 77.19(f): DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: TOC: TOCCOA RG LETOURNEAU FLD

Type: A RD: 38167.67 RE: 948

FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: CEU: OCONEE COUNTY RGNL

Type: A RD: 83716.71 RE: 888.1

FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

FAR 77.17(a)(3) Departure Surface Criteria (40:1)
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

FAR 77.17(a)(4): DNE - No Airway Found

PRIVATE LANDING FACILITIES

No Private Landing Facilities Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST LOCATION	GRND ANGLE	APCH BEAR
ODF	VOR/DME	R	113.4	305.34	48935	-794	SC FOOTHILLS	-.93	
CEU	NDB	D	25	76.31	86048	+24	SC CLEMSON	.02	
ELW	VORTAC	I	108.6	122.41	135506	+170	SC ELECTRIC CITY	.07	

CFR Title 47, §1.30000-§1.30004

AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.
Movement Method Proof as specified in §73.151(c) is not required.
Please review 'AM Station Report' for details.

Nearest AM Station: WNEG @ 15624 meters.

Airspace@ Summary Version 21.11.621

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01-26-2022
10:52:56



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/09/2021

Holder Identifier :

Certificate No : 570090505577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, suite 3201 New York NY 10006 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER A:	AIU Insurance Company	19399
	INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570090505577

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR	WKT		(MM/DD/YYYY)	(MM/DD/YYYY)	
B	☒ COMMERCIAL GENERAL LIABILITY			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE \$2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000
	☒ XCU Coverage is Included						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOG						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY			4594298	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
B	☒ ANY AUTO			AOS	06/30/2021	06/30/2022	BODILY INJURY (Per person)
B	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			4594299	06/30/2021	06/30/2022	BODILY INJURY (Per accident)
B	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MA	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)
B	☐ VA			4594300	06/30/2021	06/30/2022	
	See Next Page				06/30/2021	06/30/2022	
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED RETENTION						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			16393209	06/30/2021	06/30/2022	☒ PER STATUTE ☐ OTH
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	AOS	06/30/2021	06/30/2022	E.L. EACH ACCIDENT \$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			16393206			E.L. DISEASE-EA EMPLOYEE \$2,000,000
				CA			E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Verizon Wireless Toccoa Hwy. Site (Location Code 682871) to be installed on Hopewell Church Rd., Westminster, Oconee County, South Carolina 29693. KBM Holdings, LLC is included as Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

KBM Property Holdings, LLC
4250 Bakers Farm Place SE
Atlanta GA 30339 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cellco Partnership dba Verizon Wireless	
POLICY NUMBER See Certificate Number: 570090505577			
CARRIER See Certificate Number: 570090505577	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

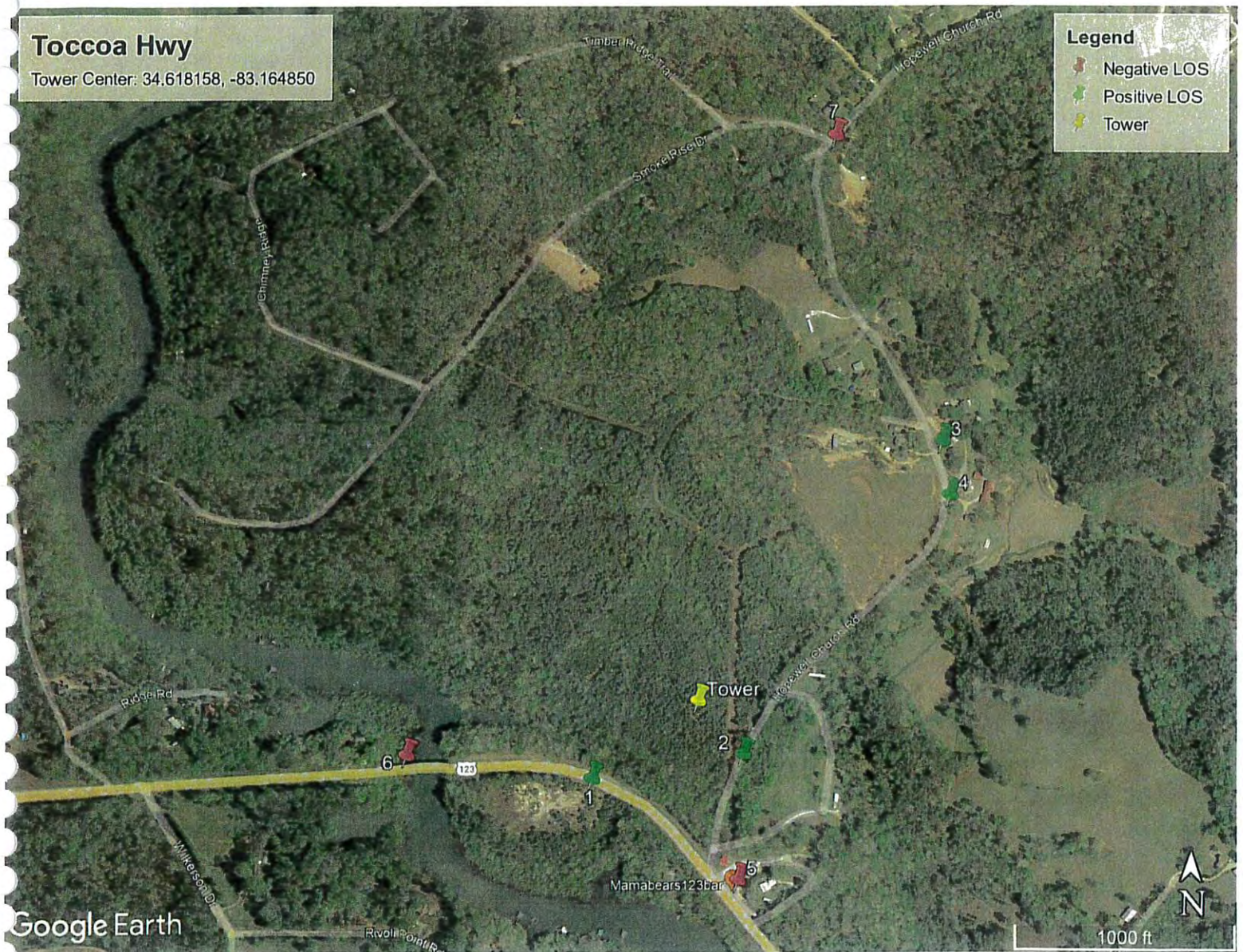
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
B				4594301 NH - Primary	06/30/2021	06/30/2022	
B				4594302 NH - Excess	06/30/2021	06/30/2022	
	WORKERS COMPENSATION						
A		N/A		16393207 NY	06/30/2021	06/30/2022	
A		N/A		16393208 WI	06/30/2021	06/30/2022	
A		N/A		16393205 NJ, TX, VA	06/30/2021	06/30/2022	



SITE NAME: TOCCOA HWY

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made on this Oct 14, 2021, between KBM PROPERTY HOLDINGS, LLC with a mailing address at 4250 Bakers Farm Place SE, Atlanta, Georgia 30339 hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR on Hopewell Church Rd., Westminster, Oconee County, South Carolina 29693 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 10,000 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.
2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The parties agree to acknowledge the Commencement Date in writing.
3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
4. RENTAL.
 - (a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of _____ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR 4250 Bakers Farm Place SE, Atlanta, Georgia 30339 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until at least 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

20055726v3

(b). The annual rental for each year of the term (or any extension terms) shall increase on each annual anniversary of the Commencement Date by _____ over the annual rent due for the immediately preceding year.

(c). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(d). As additional consideration for this Agreement, the sufficiency of which is hereby acknowledged, LESSEE shall pay LESSOR at 4250 Bakers Farm Place SE, Atlanta, Georgia 30339 a one-time, non-refundable, lump-sum signing bonus of _____ which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(d) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(d) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along one or more rights-of-way (collectively, the "Easement") as depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

Temporary Construction & Permanent Slope Easement. LESSOR also grants to LESSEE a non-exclusive Temporary Construction & Permanent Slope Easement over the portion the Property immediately adjacent to the Premises and the Easement as may be reasonably required for the construction, installation, maintenance, and operation of the Tower Facilities including: (i) access to the Site for construction machinery and equipment; (ii) storage of construction materials and equipment during construction of the Tower Facilities; (iii) use of a staging area for construction, installation and removal of equipment and (iv) clearing, grading, and sloping the areas adjacent to the Access Easement.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit so long as such improvements are installed within the bounds of the Premises and Easement.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE.

(a). The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death)

and property damage each occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b). LESSOR hereby represents that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. LESSOR's liability insurance requirements set forth in Section 11(a) shall be waived unless the current use of the Insurance Buffer changes during the Term at which time LESSOR shall be immediately required to obtain the liability insurance coverages set forth in Section 11(a).

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center at (800) 621-2622 or to LESSOR at (404) 992-8813, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings which shall be removed to at

least 2 feet below grade level) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale,

transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR. Without any approval or consent of LESSEE, this Agreement may be sold, assigned or transferred by LESSOR to (i) any entity in which LESSOR directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in LESSOR; or (iii) any entity directly or indirectly under common control with LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred by LESSOR without the written consent of LESSEE, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: KBM Property Holdings, LLC
4250 Bakers Farm Place SE
Atlanta, Georgia 30339

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and

attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the

violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly

or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. Other than the recordation of a Memorandum of this Agreement, the Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any confidential information to any other third party other than an attorney representing the Party or a permitted assignee of rights under this Agreement without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

KBM PROPERTY HOLDINGS, LLC

Ami Smith 9/27/2021
Witness (1)

By: Katherine Maxwell

Print Name: KATHERINE B. MAXWELL

Print Title: PRINCIPAL

Date: 09/27/2021

King
Witness (2)

LESSEE:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

DocuSigned by:
Charika Johnson
Witness (1)

DocuSigned by:
By: Eric Mann
Eric Mann
Director-Network Field Engineering

DocuSigned by:
Joseph Gujer
Witness (2)

Date: Oct 14, 2021

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Property located in Oconee County, South Carolina

Parcel 1:

All that certain piece, parcel or tract of land lying and being in Oconee County, South Carolina, containing approximately 23.51 acres as shown on plat of Jerry E. Byrd, RLS #8097, dated June 18, 1992, and recorded September 17, 1993 in Plat Book A217, page 5, records of Oconee County, South Carolina.

LESS AND EXCEPT:

All that certain place, parcel or lot of land situate, lying and being in the State and County aforesaid West of the Town of Westminster on Willard King Road and lot #3 of Harbin's Harbors; beginning at Northwest corner of lot #3 and running East +/- 501.5 feet to iron pin on Lee line, hence South along Lee line +/- 180 feet to iron pin, hence West +/- 492 feet to iron pin, hence North +/- 180 feet to iron pin and point of beginning and containing +/- 2 acres.

Parcel 2:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, and beginning at an iron pin on Southwest corner and running North 74.9 feet to an iron pin, thence South 117.46 feet to an iron pin; thence Southwest 154.15 feet to an iron pin and point of beginning and containing, more or less, .10 acres shown by plat recorded September 17, 1993 in Volume A217, page 5 and certified.

Parcel 3:

All that certain piece, parcel or tract lying and being in Oconee County, South Carolina, and containing Four (4) acres, more or less, and being described, to wit: BEGINNING at the Southeastern most corner of an approximately 33.7 acre tract on or near Chauga River, now or formerly of titled in the name of W. J. Harbin, et al, at a point on, in or adjacent to SC Highway 68; thence in a Northwesterly direction along the Northern most boundary of the 33.7 acre tract, a distance of 417 feet; thence turning ninety degrees (90 degrees) in a Southwesterly direction and continuing in a straight line a distance of 417 feet; thence turning ninety degrees (90 degrees) in a Southeasterly direction and continuing in a straight line a distance of 417 feet to a point on, in or adjacent to SC Highway 68; thence in a Northeasterly direction along SC Highway 68 to point of beginning. The property being conveyed herein contains approximately Four (4) acres and lies in the easternmost corner of that parcel of land denoted on the tax maps of Oconee County as Parcel #285—00-05-001.

AND BEING a portion of the property conveyed to KBM Property Holdings, LLC, from Katherine Barrett Maxwell by Title to Real Estate dated June 17, 2009 and recorded June 23, 2009 in Deed Book 1724, Page 261.

Tax Parcel No. 285-00-05-001

EXHIBIT "B" (Page 1 of 4)

SURVEY AND LEGAL DESCRIPTION OF THE PREMISES AND EASEMENT

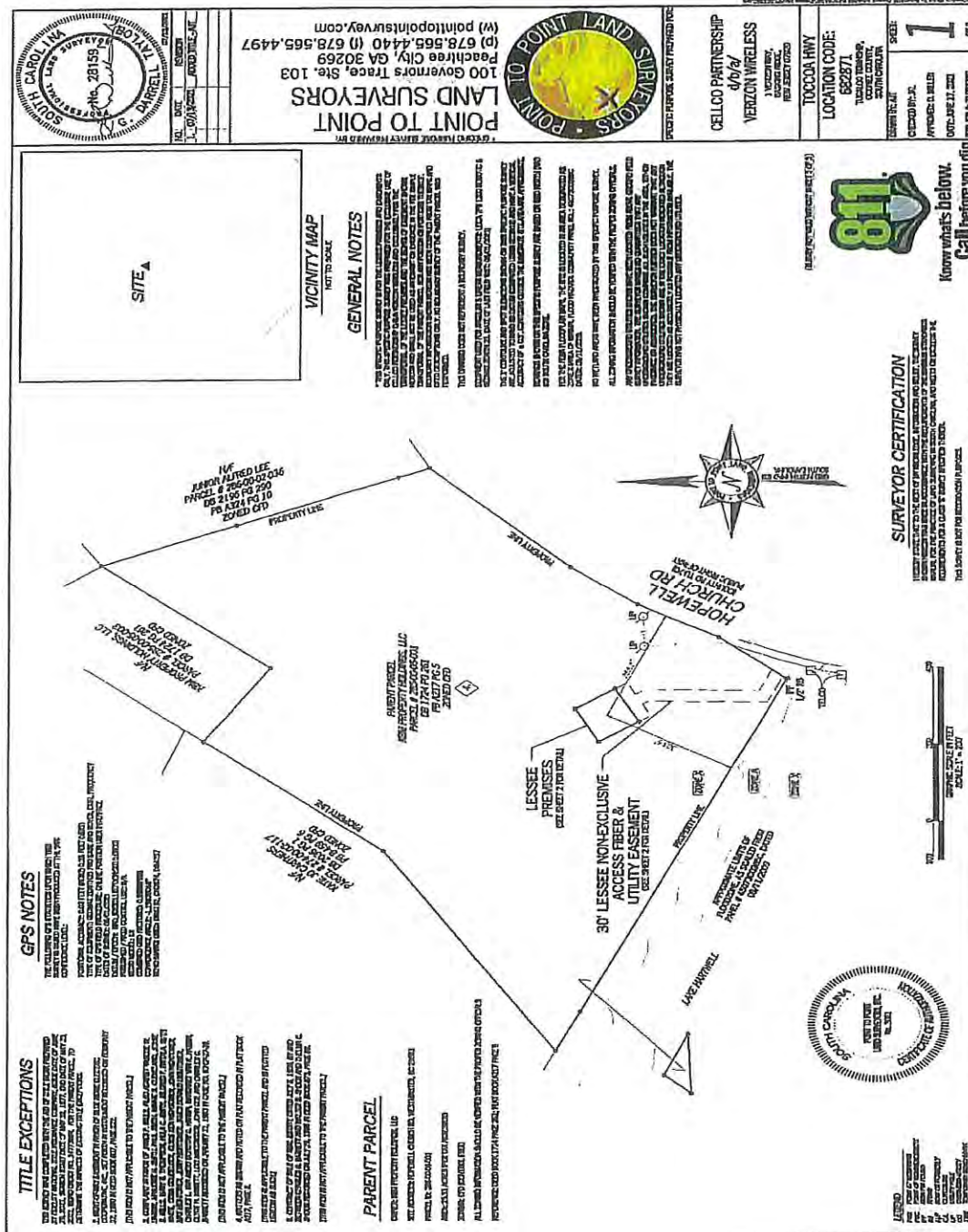


EXHIBIT "B" (Page 2 of 4)

[illegible]

EXHIBIT "B" (Page 3 of 4)**LEGAL DESCRIPTION OF THE PREMISES****PREMISES:**

All that tract or parcel of land lying and being in Tugaloo Township, Oconee County, South Carolina, and being a portion of the lands of KBM Property Holdings, LLC, as recorded in Deed Book 1724, Page 261, Oconee County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a ½-inch rebar found at the southernmost property corner of said lands, lying on the northwesterly right-of-way line of Hopewell Church Road, and having a South Carolina Grid North, NAD 83, Single Zone value of N: 1019675.7156 E: 1348810.4760; thence running along said right-of-way line, North 36°47'22" East, 10.13 feet to a point; thence leaving said right-of-way line and running, North 62°31'32" West, 74.83 feet to a point; thence, North 01°06'12" East, 257.09 feet to a point; thence, North 31°01'46" West, 15.68 feet to a point; thence, South 58°58'14" West, 35.00 feet to a point; thence, North 31°01'46" West, 30.00 feet to a point having a South Carolina Grid North, NAD 83, Single Zone value of N: 1019996.4926 E: 1348701.5617, and being the true POINT OF BEGINNING; Thence, North 31°01'46" West, 100.00 feet to a point; Thence, North 58°58'14" East, 100.00 feet to a point; Thence, South 31°01'46" East, 100.00 feet to a point; Thence, South 58°58'14" West, 100.00 feet to a point and the POINT OF BEGINNING. Bearings based on South Carolina Grid North, NAD 83, Single Zone.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Celco Partnership d/b/a Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated June 17, 2021, and last revised July 13, 2021.

EASEMENT:

Together with an Easement lying and being in Tugaloo Township, Oconee County, South Carolina, and being a portion of the lands of KBM Property Holdings, LLC, as recorded in Deed Book 1724, Page 261, Oconee County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a ½-inch rebar found at the southernmost property corner of said lands, lying on the northwesterly right-of-way line of Hopewell Church Road, and having a South Carolina Grid North, NAD 83, Single Zone value of N: 1019675.7156 E: 1348810.4760; thence running along said right-of-way line, North 36°47'22" East, 10.13 feet to a point and the true POINT OF BEGINNING; Thence leaving said right-of-way line and running, North 62°31'32" West, 74.83 feet to a point; Thence, North 01°06'12" East, 257.09 feet to a point; Thence, North 31°01'46" West, 15.68 feet to a point; Thence, South 58°58'14" West, 35.00 feet to a point; Thence, North 31°01'46" West, 30.00 feet to a point on the Lessee Premises having a South Carolina Grid North, NAD 83, Single Zone value of N: 1019996.4926 E: 1348701.5617; Thence running along said Lessee Premises, North 58°58'14" East, 100.00 feet to a point; Thence leaving said Lessee Premises, South 31°01'46" East, 30.00 feet to a point; Thence, South 58°58'14" West, 35.00 feet to a point; Thence, South 31°01'46" East, 24.32 feet to a point; Thence, South 01°06'12" West, 247.12 feet to a point; Thence, South 62°31'32" East, 61.14 feet to a point on said right-of-way line; Thence running along said right-of-way line, South 36°47'22" West, 30.40 feet to a point and the POINT OF BEGINNING. Bearings based on South Carolina Grid North, NAD 83, Single Zone.

EXHIBIT "B" (Page 4 of 4)

Said easement contains 0.3031 acres (13,203 square feet), more or less, as shown in a survey prepared for Celco Partnership d/b/a Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated June 17, 2021, and last revised July 13, 2021.

Certificate Of Completion

Envelope Id: AAA19AE5DB2C4AD699C326DA827253B3

Status: Completed

Subject: Toccoa Hwy / 1539753 / 10142021 / Director

Source Envelope:

Document Pages: 15

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Josh Bernstein

AutoNav: Enabled

Josh.Bernstein@Verizonwireless.com

Envelope Stamping: Enabled

IP Address: 69.78.100.102

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Josh Bernstein

Location: DocuSign

10/14/2021 6:37:22 AM

Josh.Bernstein@Verizonwireless.com

Signer Events

Eric Mann

Eric.Mann@verizonwireless.com

Director, Network Field Engineering

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

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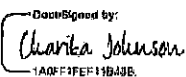
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Charika Johnson

vzwsare-1stWitness@verizonwireless.com

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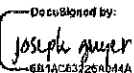
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Joseph guyer

vzwsare-2ndWitness@VerizonWireless.com

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events

Franz Miller

franz.miller@verizonwireless.com

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(None)Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jeff Clark

JEFF.CLARK@MILLERMARTIN.COM

Security Level: Email, Account Authentication
(None)Electronic Record and Signature Disclosure:
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Security Checked

10/14/2021 9:26:38 AM

Signing Complete

Security Checked

10/14/2021 9:27:01 AM

Completed

Security Checked

10/14/2021 9:27:01 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact VBG Network Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: tricsha.fatakia@verizonwireless.com

To advise VBG Network Real Estate of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tricsha.fatakia@verizonwireless.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from VBG Network Real Estate

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tricsha.fatakia@verizonwireless.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with VBG Network Real Estate

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to trisha.fatakia@verizonwireless.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.



Special Exceptions

"A special exception use is one which is not permitted by right, but which may be permitted after a public hearing by the board of zoning appeals and all conditions stated in this chapter are met. The zoning chapter lists, by zoning district, those uses that may be allowed by right or by special exception. Uses that are included or fit the intent of these lists will be considered in each zoning district. Chapter 38-212 of the Oconee County Code of Ordinances.

See the Oconee County Code of Ordinances for a comprehensive list of uses that require a special exception hearing.

Requesting a special exception requires a public hearing, through the Board of Zoning Appeals. These hearings are generally held once per month on the fourth Monday. During this hearing the applicant, or their assignee, may speak to the Board regarding their request. Neighbors and citizens are given an opportunity to speak in-favor, or against, the special exception. The public is notified about the request in following ways:

1. Signs or signage on ,adjacent and near the property that the special exception is being requested for.
2. A direct mailing to all property owners within a 250' radius of the property that the special exception is being requested for.
3. An advertisement in a newspaper at least 21 calendar days before the meeting.

The language from the Code of Ordinances regarding Special Exceptions is as follows:

Sec. 38-7.2. - Special exceptions. The board of zoning appeals may grant a special exception only if it finds adequate evidence that any proposed development will meet all of the following general requirements as well as any specific

requirements and standards listed for the proposed use. The board of zoning appeals shall among other things require that any proposed use and location be:

(1) In accordance with the comprehensive plan and is consistent with the spirit, purposes, and the intent and specific requirements of this chapter, to include the definition and intent of the district in which the special exception is being requested;

(2) In the best interests of the county, the convenience of the community and the public welfare;

(3) Suitable for the property in question, and designed, constructed, operated, and maintained so as to be in harmony with and appropriate in appearance to the existing or intended character of the general vicinity;

(4) Suitable in terms of effects on highway traffic, parking and safety with adequate access arrangements to protect streets from undue congestion and hazards.

The developer shall have the burden of providing evidence to the county of compliance with the general requirements of this chapter and the specific requirements of the applicable section. The board of zoning appeals may impose whatever reasonable conditions it deems necessary to ensure that any proposed development will comply substantially with the objectives in this chapter

This document is for informational purposes only and does not supersede or supplant any information within the current code of ordinances. Speak with the Planning & Zoning department for the most accurate information.

Printed August 2018

OCONEE COUNTY BOARD OF ZONING APPEALS

415 South Pine Street –Walhalla, SC



Tel: (864)638-4218 FAX (864) 638-4168

APPLICATION FOR SPECIAL EXCEPTION

OCONEE COUNTY, SC

APPLICANT: Cellco Partnership d/b/a Verizon Wireless

Name

Title/Organization

MAILING ADDRESS: 8921 RESEARCH DR, Charlotte, NC 28262
(if different from owner)

PHONE (if different from owner): cell: Victoria M. Farmer, Zoning Specialist PH: 423-802-7847

email: Victoria.Farmer@faulkandfoster.com

land line: _____

PROPERTY OWNER KBM Property Holding, RLNB

MAILING ADDRESS: 4250 Bakers Farm Place SE, Atlanta, GA

PHONE: cell: 404-992-8812 email: katherine.b.maxwell@gmail.com

land line: _____

PROPERTY INFORMATION

STREET ADDRESS: Hopewell Church Road, Westminster, SC

TAX PARCEL # 285-00-05-001 DEED BOOK/PAGE: 1724/261

ZONING DESIGNATION: CFD ACREAGE: 23.51

REQUEST

CODE SECTION FROM WHICH A SPECIAL EXCEPTION IS REQUESTED: See below

DESCRIPTION OF REQUEST:

Oconee County, SC ARTICLE IV. - COMMUNICATION TOWERS

Sec. 32-133. - Communications tower and antenna permitted.

(b) Special exceptions granted by the board. Other than as permitted by section 32-133(a), communication towers are permitted in the county for use only as a special exception.

Instructions:

1. The applicant/owner must respond to the "findings" questions on page 3 of this application (you must answer "why" you believe the application meets the tests for the granting of a Special Exception). See also Section 38-7.2 for additional information. You may attach a separate sheet addressing these questions.
2. You must attach a scaled drawing of the property that reflects, at a minimum, the following:
 - (a) property lines, existing buildings, and other relevant site improvements; (b) the nature (and dimensions) of the requested variance; (c) existing buildings and other relevant improvements on adjacent properties; and, (d) topographic, natural features, etc. relevant to the requested variance.
3. Include additional documentation to support the request as necessary.
4. The Zoning Administrator will review the application for sufficiency prior to placing the application on the BZA agenda. If the application does not provide sufficient information, the administrator will contact the applicant to request that the applicant provide the required information. You are encouraged to schedule an application conference with a planner, who will review your application at the time it is submitted to insure the necessary materials is provided.
5. The applicant and/or property owner affirms that the applicant or someone acting on the applicant's behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction.

If the Community Development office by separate inquiry determines that such a restriction exists, it shall notify the applicant. If the applicant does not withdraw or modify the application in a timely manner, or at to have the restriction terminated or waived, then the Community Development office will indicate in its report to the Board of Zoning Appeals that granting the requested change would not likely result in the benefit the applicant seeks.

To that end, the applicant hereby affirms that the tract or parcel of land which is subject of the attached application is ☐ is not ☒ restricted by any recorded

covenant that is contrary to, conflicts with, or prohibits the requested activity.

____ Applicant Signature

2/21/22 Date

____ Property Owner Signature

____ Date

**APPLICANT RESPONSES TO
SECTION 38-7.2
(You may attach a separate sheet)**

1. The request is in accordance with the comprehensive plan and is consistent with the spirit, purposes, and the intent and specific requirements of this chapter, to include the definition and intent of the district in which the special exception is being requested.

Confirmed. The proposed wireless telecommunications facility is to be located on property located in a control free district as defined in Section 38-10.2. and meets the design requirements contained therein.

2. The request is in the best interests of the county, the convenience of the community and the public welfare.

Confirmed. Wireless service is considered a public necessity in some cases as it is often the only means citizens have to emergency services. The proposed facility will meet the infrastructure needs of this area and will provide much needed access to emergency services

3. The request is suitable for the property in question, and designed, constructed, operated, and maintained so as to be in harmony with and appropriate in appearance to the existing or intended character of the general vicinity.

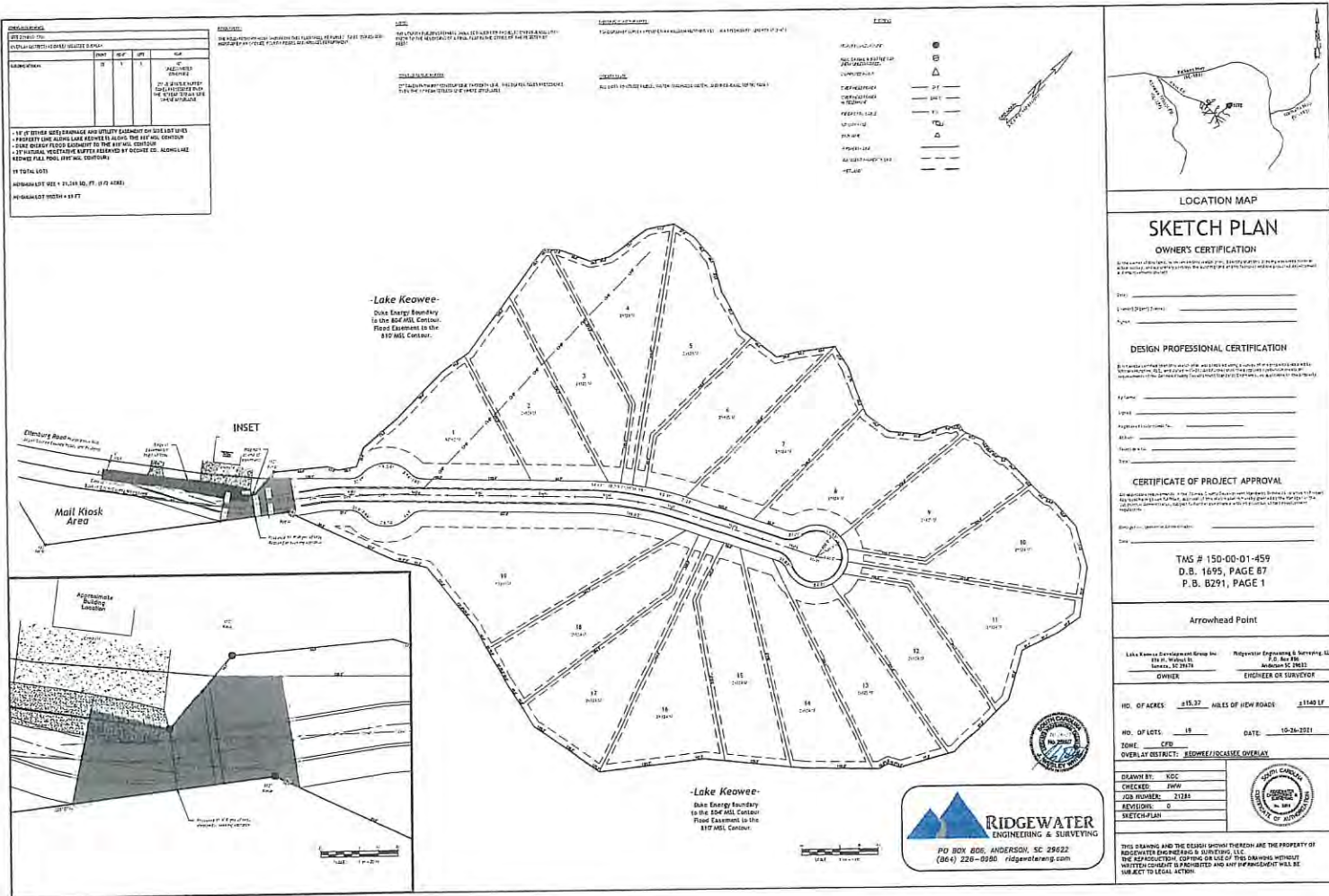
Confirmed.

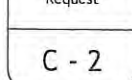
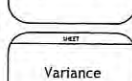
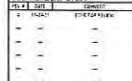
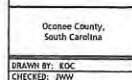
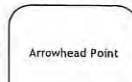
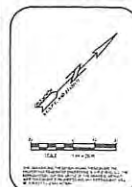
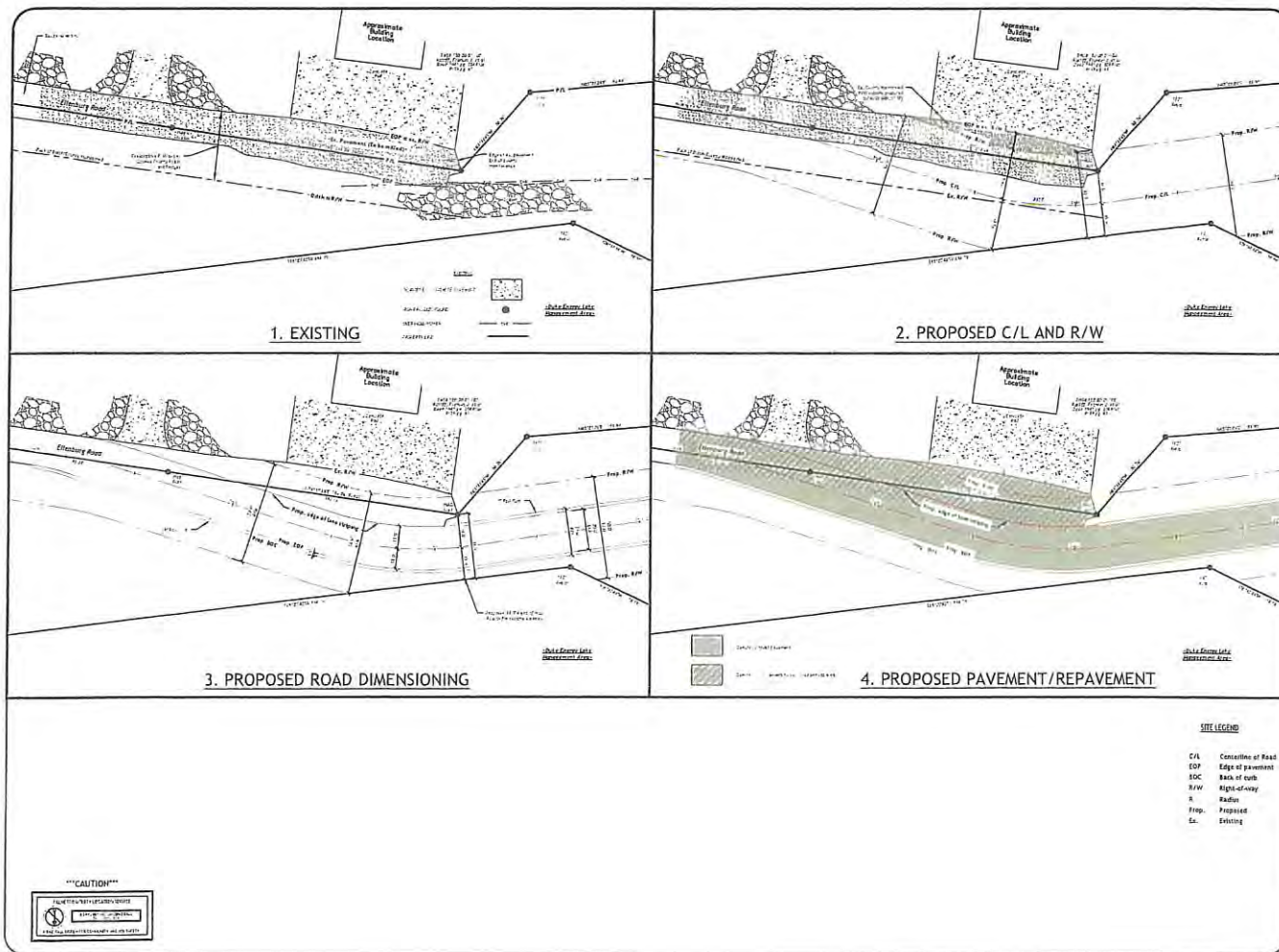
The site as proposed in the accompanying site plans provided with this application will be in harmony with the area in which it is to be located.

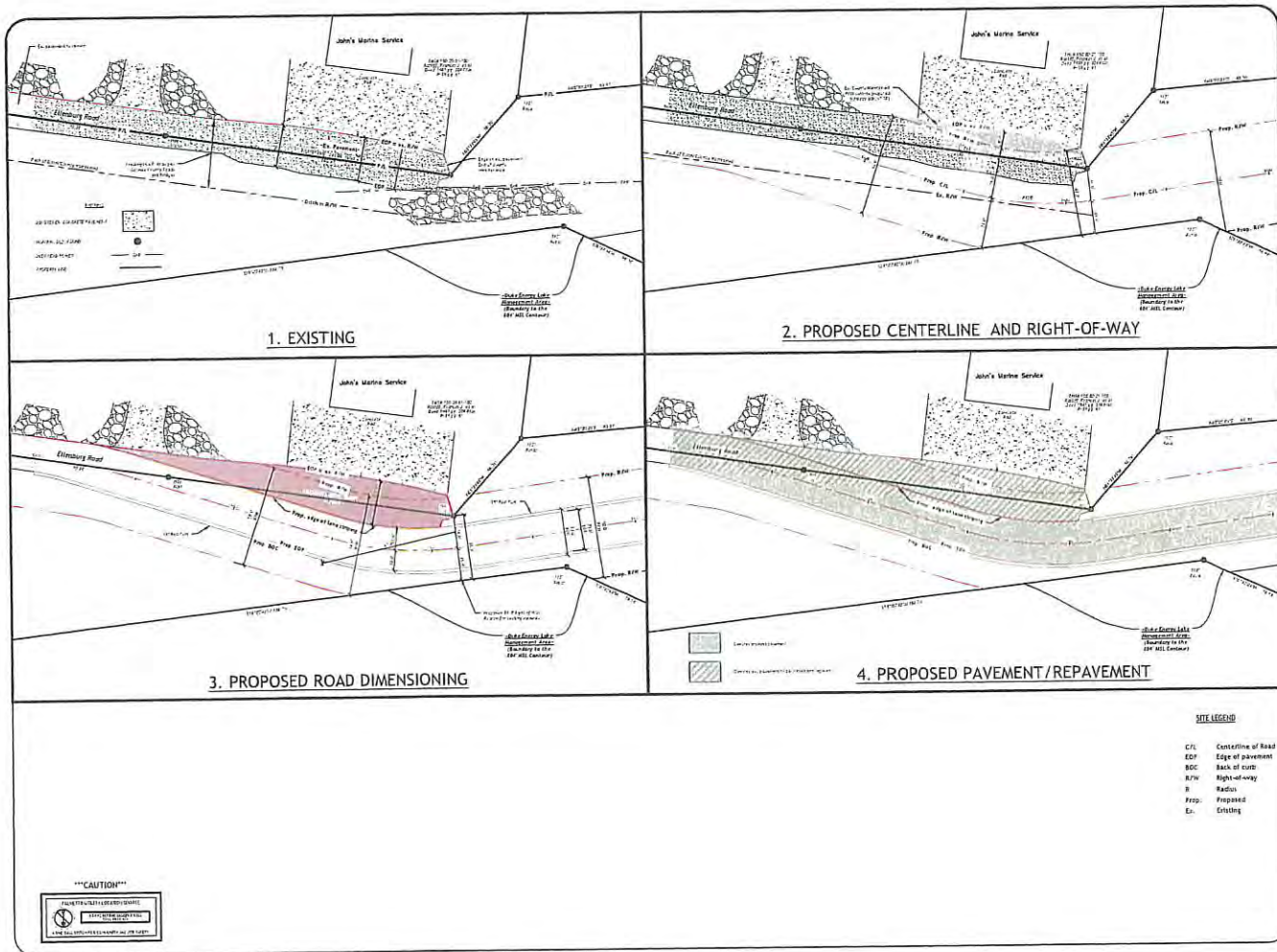
4. The request is suitable in terms of effects on highway traffic, parking and safety with adequate access arrangements to protect streets from undue congestion and hazards.

Confirmed. The access drive proposed with this project will have minimal impact on regular traffic along Hopewell Church Road and upon completion will not cause undue congestion or hazards upon the surrounding area.

Variance application #VA 21-011-Continuation from 1/24/2022 BZA hearing postponement: Ridgewater Engineering and Surveying – Joe Meaders is requesting an 18.1' variance from the 50' Right of Way for the entrance of the subdivision due to the end of the existing road not making full access into the property and only having a prescriptive ditch to ditch right-of-way. TMS # 150-00-01-459 an unaddressed parcel with the closest address of 599 Ellenburg Rd, Seneca, SC 29672.

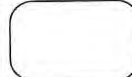
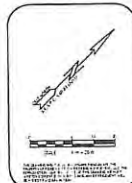






RIDGewater
ENGINEERING & SURVEYING

PO BOX 806
ANDERSON, SC 29422
(864) 224-0700
RIDGewaterSC.com



Arrowhead Point

Oconee County,
South Carolina

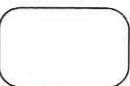
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JOB NUMBER: 21284	
DATE: 11/11/2021	DATE: 11/11/2021
BY: KDC	BY: JWW
DATE: 11/11/2021	DATE: 11/11/2021

Variance
Request

C - 2



RIDGEWATER
ENGINEERING & SURVEYING
PO BOX 806
ANDERSON, SC 29632
(864) 234-0900
RIDGEWATERENG.COM



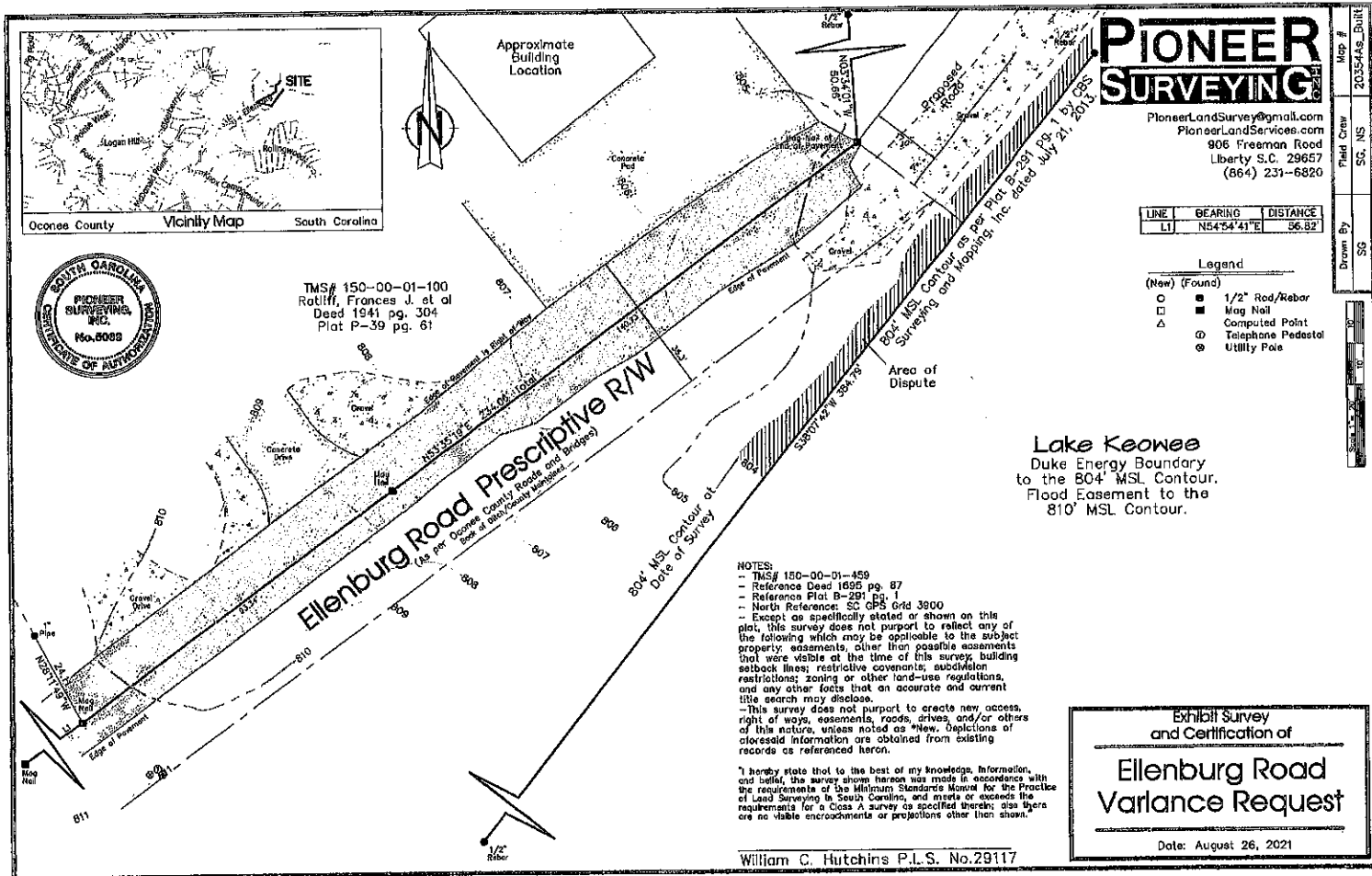
Arrowhead Point

Oconee County,
South Carolina

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CHECKED:	HWV
JOB NUMBER:	21286
DATE:	05/05/2021
BY:	KOC
DATE:	05/05/2021
BY:	HWV
DATE:	05/05/2021
BY:	HWV
DATE:	05/05/2021

SHEET

Exhibit 2



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ANY OTHER MEANS, STORED, REPRODUCED OR ELECTRONICALLY TRANSMITTED
WITHOUT PRIOR WRITTEN PERMISSION OF THE ORIGINAL PROFESSIONAL LAND
SURVEYOR. HIS NAME OR ADDRESS: THIS DOCUMENT IS NOT VALID WITHOUT
AN ORIGINAL SIGNATURE AND SEAL. EXEMPTION-OFFICIAL USE BY COUNTY
OFFICIALS AND PROFESSIONAL LAND SURVEYORS FOR BOUNDARY RETRADEMENT

FILED FOR RECORD
OCDONEE COUNTY, S.C.
REGISTER OF DEEDS

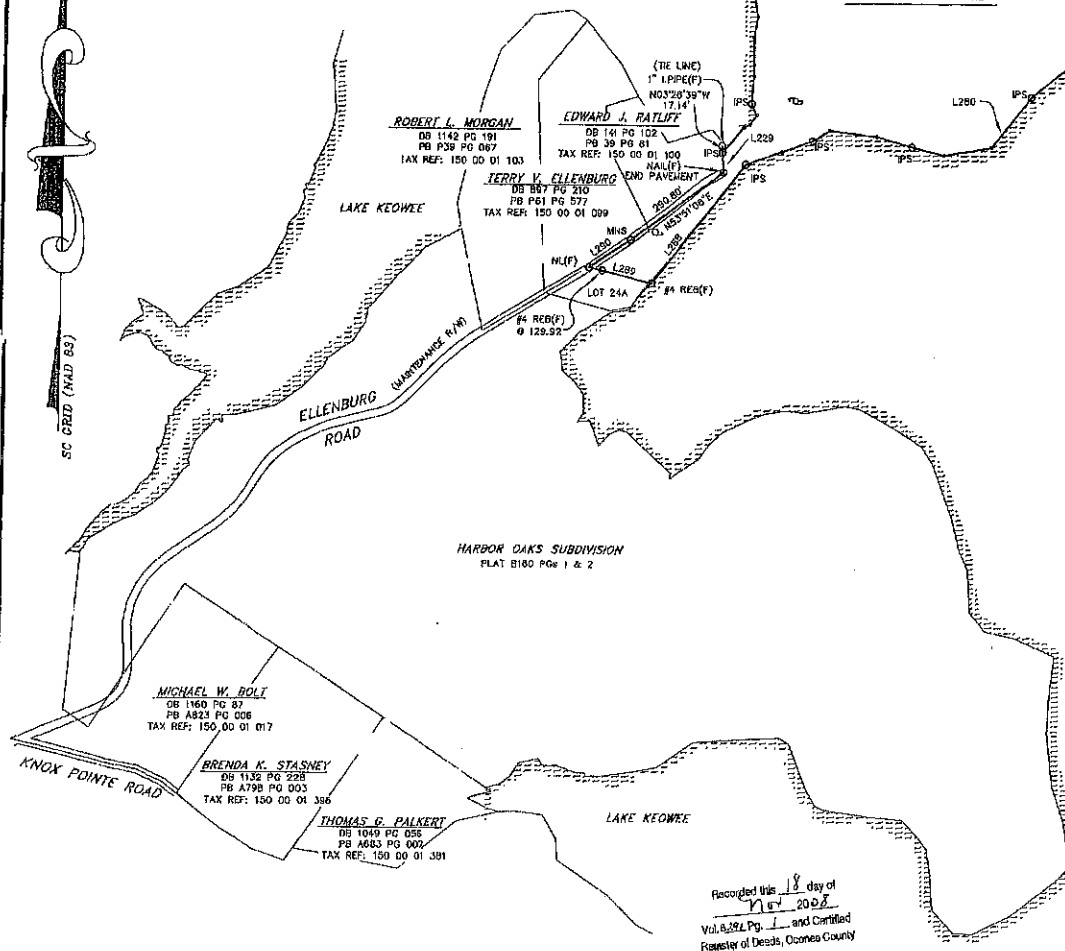
NOV 18 P 3:20

P/L IS DUKE ENERGY CORP.
PROJECT BOUNDARY AND
APPROX. 80+ CONTOUR

AREA = 15.37 ACRES

LAKE KEDWEE

SC GRID (NAD 83)



LINE	BEARING	DISTANCE
L229	N03°28'30"W	50.76'
L230	N40°01'03"E	83.91'
L231	N64°29'50"E	12.28'
L232	N35°31'12"E	28.43'
L233	N25°31'32"E	31.95'
L234	N04°17'42"E	72.27'
L235	N00°48'01"W	96.83'
L236	N02°26'58"E	53.35'
L237	N08°37'03"W	168.64'
L238	N07°38'04"W	42.10'
L239	N48°36'46"E	26.06'
L240	N65°38'47"E	50.78'
L241	N37°21'13"E	50.16'
L242	N09°18'59"E	24.42'
L243	N34°32'32"E	41.77'
L244	N79°02'46"E	37.80'
L245	S84°16'48"E	45.21'
L246	S57°31'54"E	53.77'
L247	S72°34'18"E	87.33'
L248	N63°31'38"E	69.24'
L249	N30°54'30"E	29.94'
L250	N57°24'13"E	83.43'
L251	S74°58'03"E	37.31'
L252	S63°32'18"E	28.10'
L253	S98°11'33"E	42.13'
L254	N63°04'13"E	44.26'
L255	N51°23'07"E	51.72'
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L258	N27°34'16"E	14.21'
L259	S80°16'16"E	13.30'
L260	N74°31'24"E	32.00'
L261	S82°09'48"E	16.03'
L262	N83°00'13"E	25.88'
L263	N44°28'00"E	5.71'
L264	S87°34'13"E	34.88'
L265	S89°24'27"E	38.64'
L266	N65°26'57"E	18.21'
L267	N65°31'28"E	8.83'
L268	S86°43'33"E	53.81'
L269	S80°17'43"E	87.08'
L270	S49°34'52"E	50.12'
L271	S11°16'47"W	44.01'
L272	S18°50'14"W	81.09'
L273	S20°34'57"E	80.84'
L274	S01°26'31"W	117.00'
L275	S29°32'25"W	87.26'
L276	S82°35'41"W	19.86'
L277	S15°38'43"W	16.78'
L278	S45°58'15"W	118.04'
L279	S51°03'04"W	156.12'
L280	S38°28'21"W	163.24'
L281	S80°32'26"W	143.58'
L282	N16°39'12"W	26.11'
L283	N72°27'04"W	94.98'
L284	N63°12'09"W	121.05'
L285	S58°23'16"W	51.25'
L286	S70°43'45"W	83.55'
L287	S70°21'12"W	88.70'
L288	S30°10'22"W	395.04'
L289	N76°11'51"W	185.50'
L290	N56°47'07"E	128.52'

Recorded this 18 day of
Nov 2008
Vol. 4122 Pg. 1 and Certified
Register of Deeds, Oconee County

NOTES:
(1) BOUNDARIES DERIVED SET
(2) BOUNDARIES DERIVED FROM
PROPERTY RECORDS TO ANY VALID AND ENFORCEABLE
EVIDENCE, INCLUDING BUT NOT LIMITED TO, RECORDS
AND THOSE SHOWN, IF ANY, SHOULD BE INDEPENDENTLY MONITORED.
NO TITLE OFFICE HAS BEEN PROVIDED TO THE SURVEYOR.
RANGE AND DEED REFERENCES SHOWN ARE FOR DESCRIPTIVE
PURPOSES ONLY AND ARE NOT TO BE USED FOR DETERMINING TITLE.
WATER BOUNDARIES ARE SUBJECT TO CHANGE BY NATURAL
CAUSES AND MAY EXCEED AREA AND LIMIT OF TITLE.
CMTD = CONCRETE MONUMENT
IPS = 1/4 INCH
JMS = JACOBI & JACOBI
P/W = RIGHT OF WAY
P/L = PROPERTY LINE
C/L = CENTERLINE
TOP OF BANK
UTL = UTILITY POLE

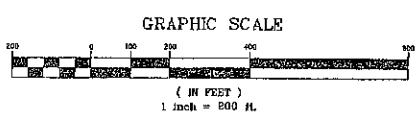
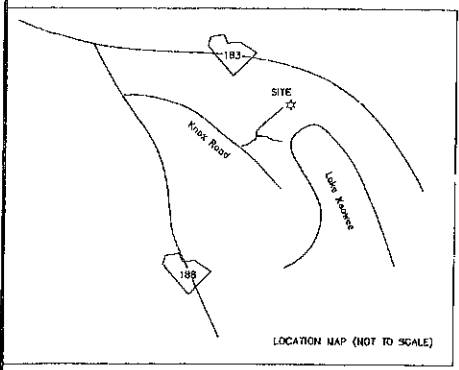


PLAT PREPARED FOR:
CRESCENT COMMUNITIES S.C., LLC
7810 BALLANTYNE COMMONS PARKWAY
SUITE 200
CHARLOTTE, N.C. 28277

SOUTH CAROLINA
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION,
AND BELIEF, THE SURVEY EXHIBIT HEREON WAS MADE IN ACCORDANCE
WITH THE REQUIREMENTS OF THE NORTHERN STANDARD MAPING FOR THE
PLAT OF LAND SUBMITTED BY SOUTH CAROLINA, HEREIN OF EXCESS
THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN,
DEED DESCRIPTION RECORDED IN BOOK 1315 PAGE 15
WITNESS MY ORIGINAL SIGNATURE AND SEAL, THIS 4th DAY OF
NOVEMBER, 2008.

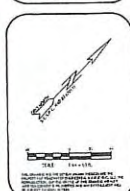
PROFESSIONAL LAND SURVEYOR
000495
RECORDATION NUMBER 1741

NOTE: SEE PLAT BY THIS OFFICE IN PLAT
SLIDE B143 PAGES 7 & 8



BOUNDARY SURVEY FOR: CRESCENT COMMUNITIES S.C., LLC	
SURPLUS TRACT NO. 7114.02	INDEX: AS SHOWN
TOWNSHIP: MEDWEE WHITEWATER	TAX I.D.: 150 00 01 444
COUNTY: OCDONEE	STATE: SOUTH CAROLINA
DATE: JULY 21, 2003	JOB NO.: 1105100
REVISIONS	DATE
SHOW REMAINING PROPERTY	11/4/2008

CBS
CBS Surveying & Mapping, Inc.
122 EAST ROBINSON STREET
GAFFNEY, SC 29340 (864) 469-5080
Ret: 1000 006419



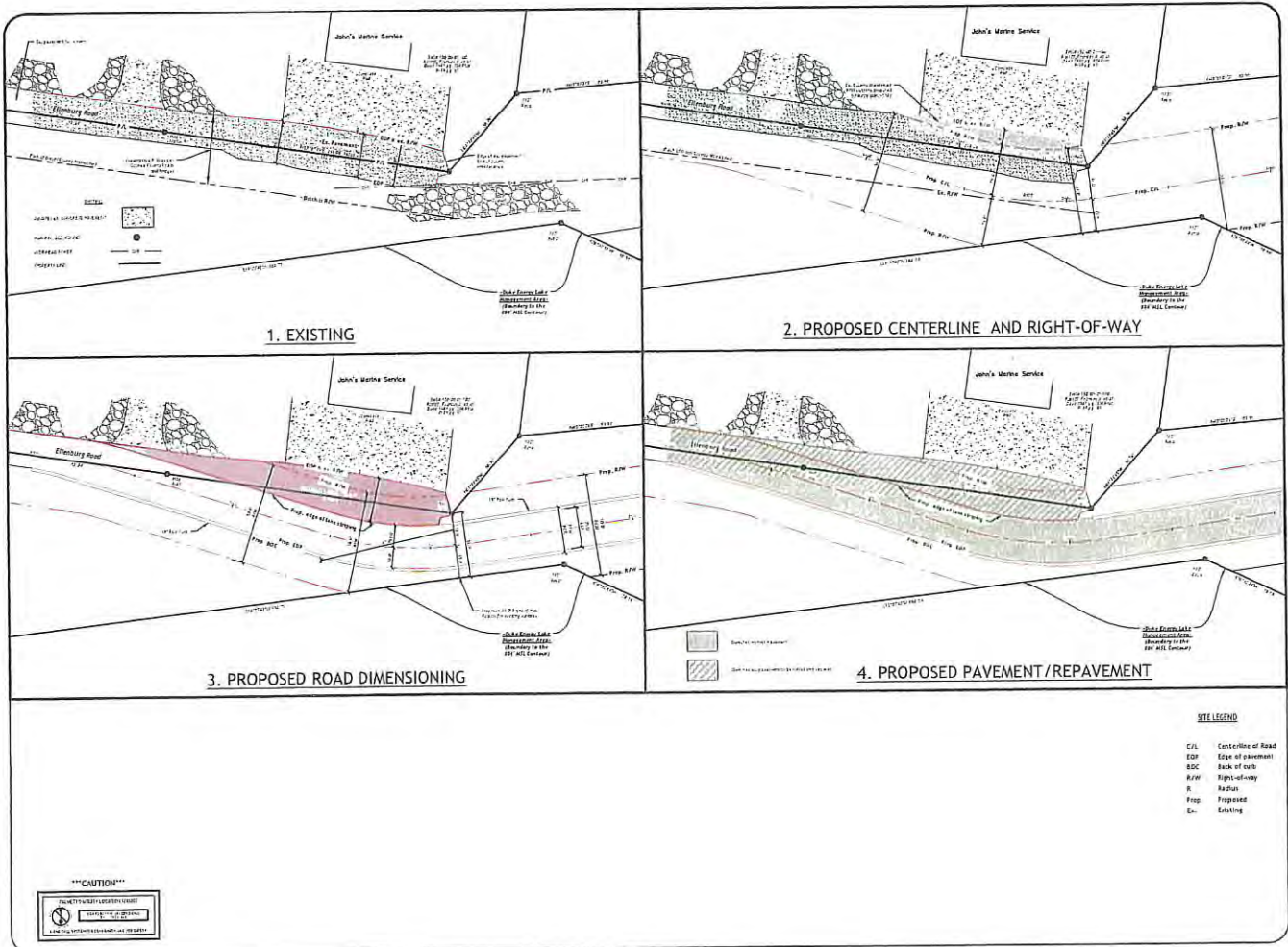
Arrowhead Point

Dorchester County,
South Carolina

DRAWN BY: KDC
CHECKED: JWW
JOB NUMBER: 21285
DATE: 10/1/11
BY: KDC
DATE: 10/1/11
BY: JWW
DATE: 10/1/11

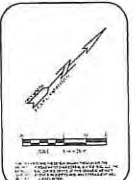
SHEET

Exhibit 2



RIDGewater
ENGINEERING & SURVEYING

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ANDERSON, SC 29622
(863) 226-0960
RIDGewaterSC.com



Arrowhead Point

Dorchester County,
South Carolina

DRAWN BY: KDC

CHECKED: JMW

JOB NUMBER: 21284

DATE: 10/1/2021

SHEET

Variance
Request

C - 2

2028 NOV 18 P 3:20

AREA = 15.37 ACRES

LAKE KEDWEE

ENBUR
ROAD

HARBOR OAKS SUBDIVISION
PLAT 8180 PGS. 1 & 2

THOMAS G. PALKERT
DN 1049 PG 056
PB A683 PG 002
TAX REF: 150 00 01 35

PLAT PREPARED FOR:
CRESCENT RESOURCES
LLC
7810 BALLANTYNE COMMONS PARKWAY
SUITE 200
CHARLOTTE, N.C. 28277

SOUTH CAROLINA

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINNESOTA STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, SETS ON EXCEEDED THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. (SEE DISCUSSION RECORDED IN BOOK 1531 PAGE 225T.)

MINNESOTA MY ORIGINAL SIGNATURE AND SEAL THIS 6TH DAY OF NOVEMBER, 2008.

NOTE: SEE PLAT BY THIS OFFICE IN PLAT
SLIDE B143 PAGES 7 & 8.

Doc ID: 001658830001 Type: PLA
Book B295 Page 1 - 1

BOUNDARY SURVEY FOR:
CRESCENT COMMUNITIES S.C., LLC

SURPLUS TRACT NO. 7114.02 INDEX: AS SHOWN
TOWNSHIP: KEOWEE WHITEWATER TAX I.D. 150 00 04 444
COUNTY: OCONEE STATE: SOUTH CAROLINA
DATE: JULY 21, 2003 JOB NO.: 1106100

DATE	DESCRIPTION
1/4/2008	SHOW REMAINING PROPERTY



CBS Surveying & Mapping, Inc.

122 EAST ROBINSON STREET
GAFFNEY, SC 29340 (864) 489-5064

1000 006418

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft

408

R. p. 600



OCONEE COUNTY BOARD OF ZONING APPEALS

415 South Pine Street - Walhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Staff Opinion

BZA #VA21-011 Ridgewater Engineering and Surveying – Joe Meaders is requesting an 18.1' variance from the 50' Right of Way for the entrance of the subdivision due to the end of the existing road not making full access into the property and only having a prescriptive "ditch to ditch" right-of-way. TMS # 150-00-01-459 is an unaddressed parcel with the closest address of 599 Ellenburg Rd, Seneca, SC 29672

Applicant has requested a variance from the road standards under Sec 26-8 of the Oconee County Code of Ordinances. They have requested the variance from Sec 26-3(e)(1) Public Road Minimum right-of-way, pavement, and shoulder width shall be as follows: minor local 50' right-of way.

The applicant is connecting to the existing Ellenburg Rd, a county road, with a new road to develop land past the end of the existing road. Their design as presented would shift the road to the south, establishing a new road layout with curb and gutter on the south side of the road and curb and gutter on both sides past the end of the current road.

- Currently the road right-of-way is prescriptive and ends at the edge of pavement.
- The right-of way request is for a section of the road approximately 100 foot in length with a varying width, which at its narrowest is 31.9 foot
- Sketch is shifting the road to the applicant's side of the property line.

The applicant has meet with the Roads and Bridges Department (notes attached at the end), and based on the initial conversation the Department does not believe that the relocation of the road would have an adverse effect of road maintenance. If the variance is approved they would still need to show the ability to place the road, shoulders, drainage, and utilities in the proposed, narrowed, right-of-way, would need to have a traffic study completed, and would need approvals on access and turning radius with emergency management.

James,

Here are the bullets from my conversation with the developer and his engineers concerning the development at the end of Ellenburg Rd. (these are not commentary on the variance requested for the BZA and the below was based on hypotheticals as no plan was presented):

- The developer asked about where Ellenburg Rd stops being county maintained. I told them it was the end of the asphalt and that we did not have deeded right-of-way as the road is maintained by prescriptive easement. I also showed him what we have been maintaining as the extent of our right-of-way.
- They asked about upgrading the road and told me getting right-of-way from the adjacent property owner would likely be difficult. They asked about being able to place the road entirely on their property with a reduced right-of-way than the 50' standard required by the ordinance. I told them that any variance from the road standards would have to be heard by the BZA.
- They asked if there was anything additional that they would need to consider. I told them without a sketch plan it would be hard to hit all the points, but with a subdivision more than 10 lots there would have to be a traffic impact study for Ellenburg Rd that would need to be done at the preliminary plat phase along with an encroachment permit to tie onto the end of the county maintained portion of Ellenburg Rd.
- They asked me about the new road in the development becoming a county maintained road. I told them that the road would need to meet all county standards and have an approved turn around.
- They asked me about the being able to put a gate on the road. I told them it could not be a county maintained road if there was a gate.

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Supplements:

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Page 10: Letter from Assistant Director of Public Works (stapled)

Page 11: Variance Criteria Overview (stapled)

Page 12: Developer Bios

(Outside Packet) Deed for Parcel with Deed Restrictions





Exhibit 2

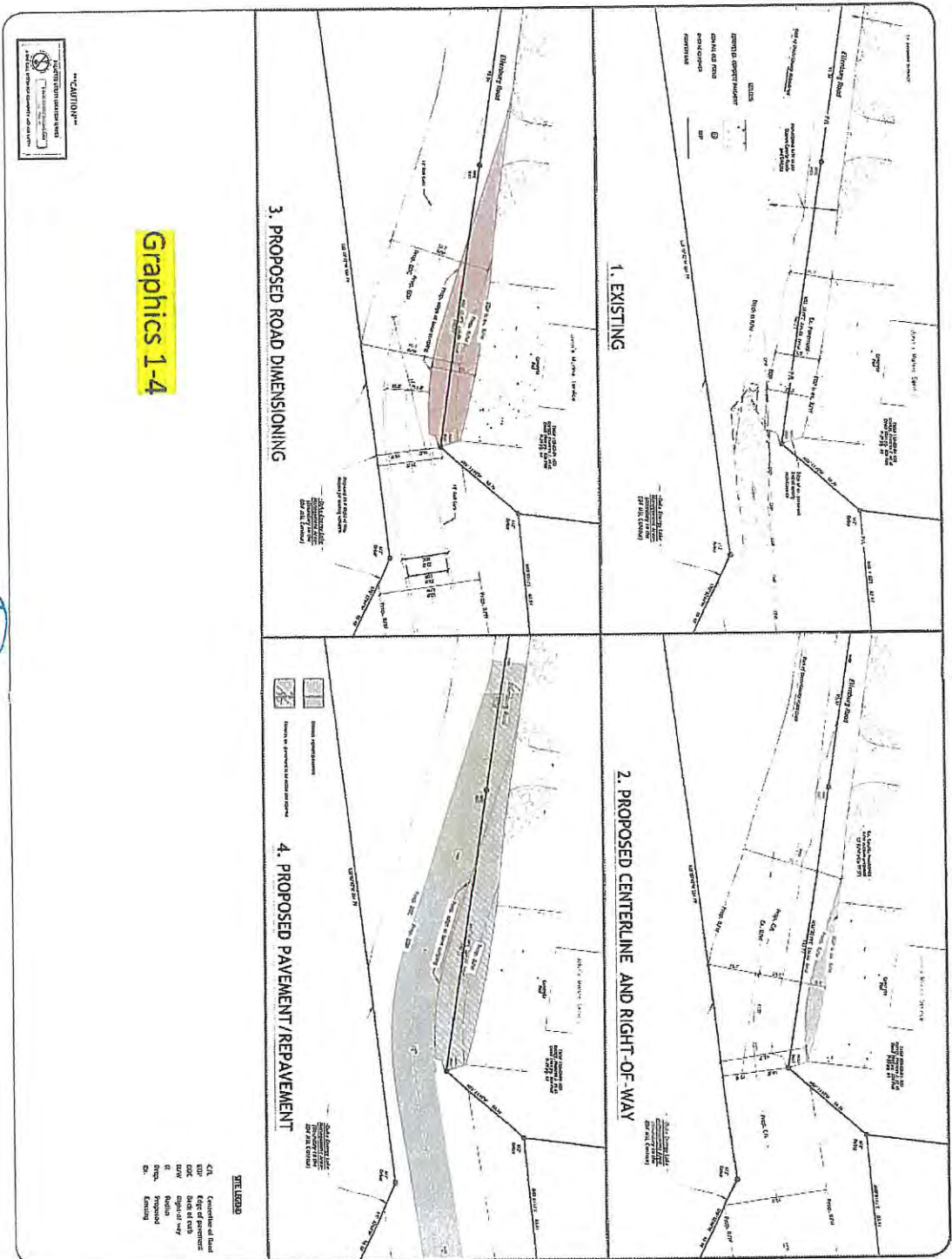
KUDGEWATER
SURVEYING & CONSULTING
INCORPORATED
100 WEST 10TH
SOUTH DAKOTA
57001-1000

Armeded Point

Survey Control
Point Location

Exhibit 2

2



Graphics 1-4



3

NO BOX AND
 JUNE 20-2008
 RIDGEWATER/STATION

ARROWHEAD POINT

Darlington County,
South Carolina

PROJECT NO. 2126

DATE: 06/20/08

BY: [Signature]

FOR: [Signature]

SCALE

1" = 40'

DATE

06/20/08

BY

[Signature]

FOR

[Signature]

SCALE

1" = 40'

DATE

06/20/08

BY

[Signature]

FOR

[Signature]

SCALE

1" = 40'

DATE

06/20/08

DATE

06/20/08

BY

[Signature]

FOR

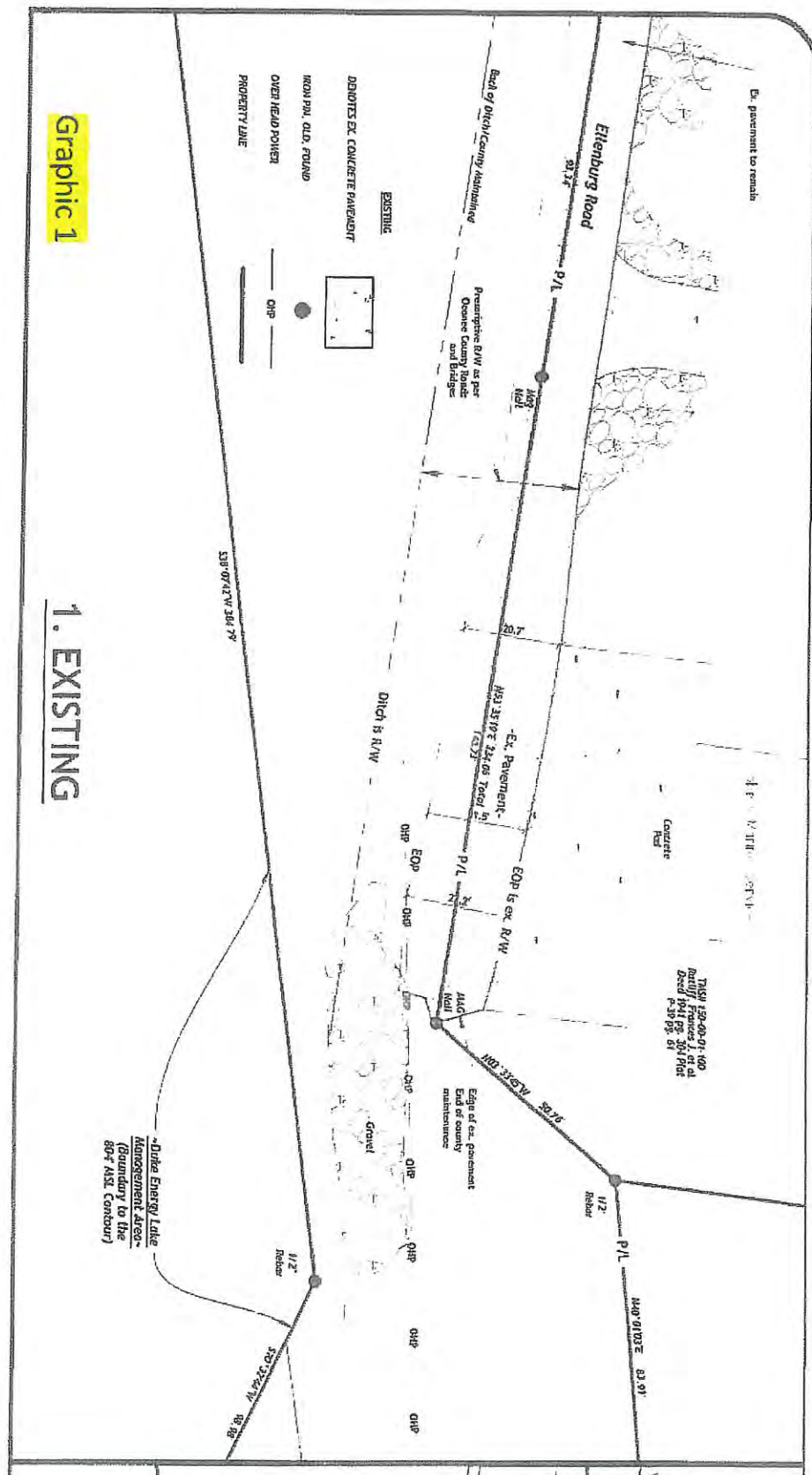
[Signature]

SCALE

1" = 40'

DATE

06/20/08

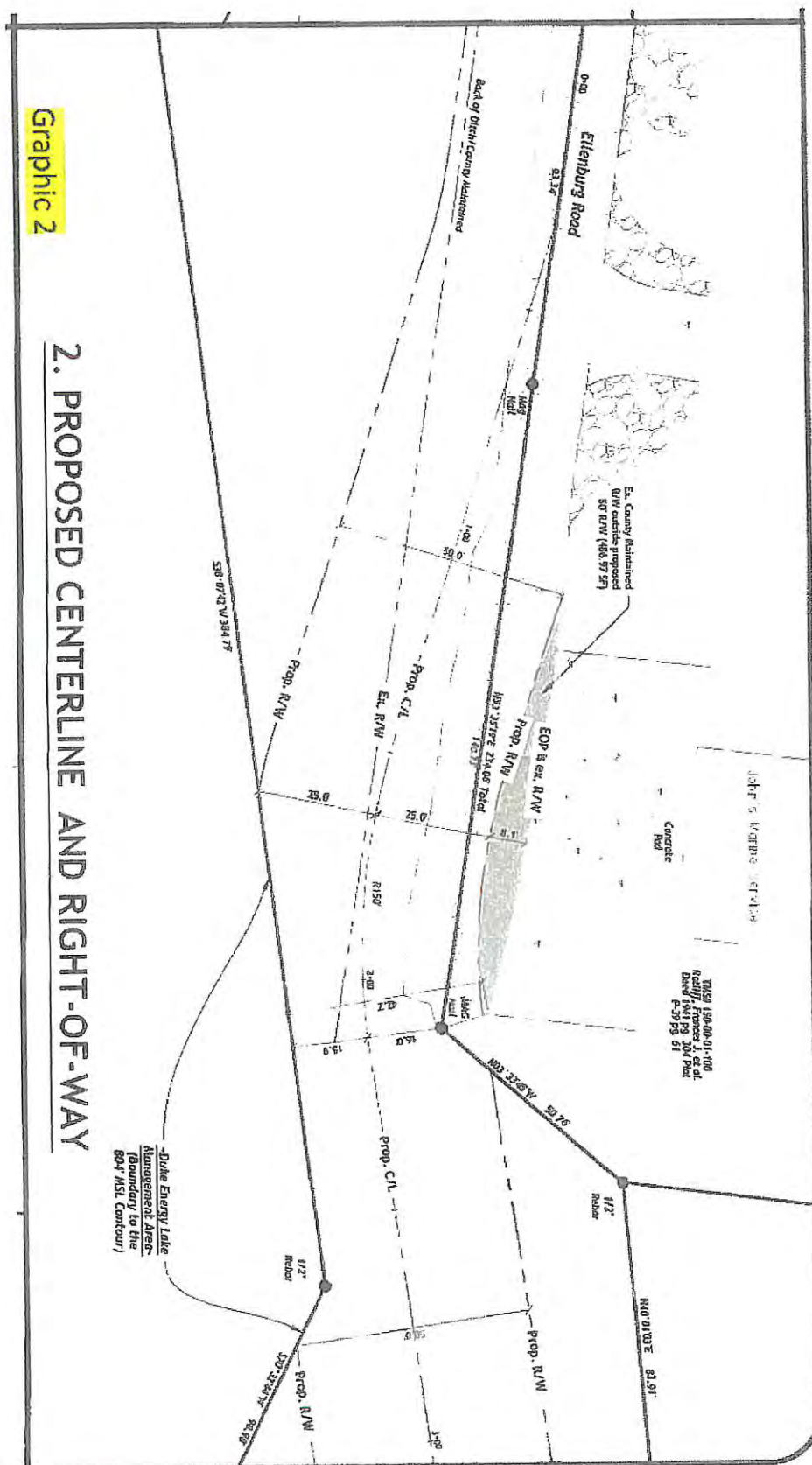


Graphic 1

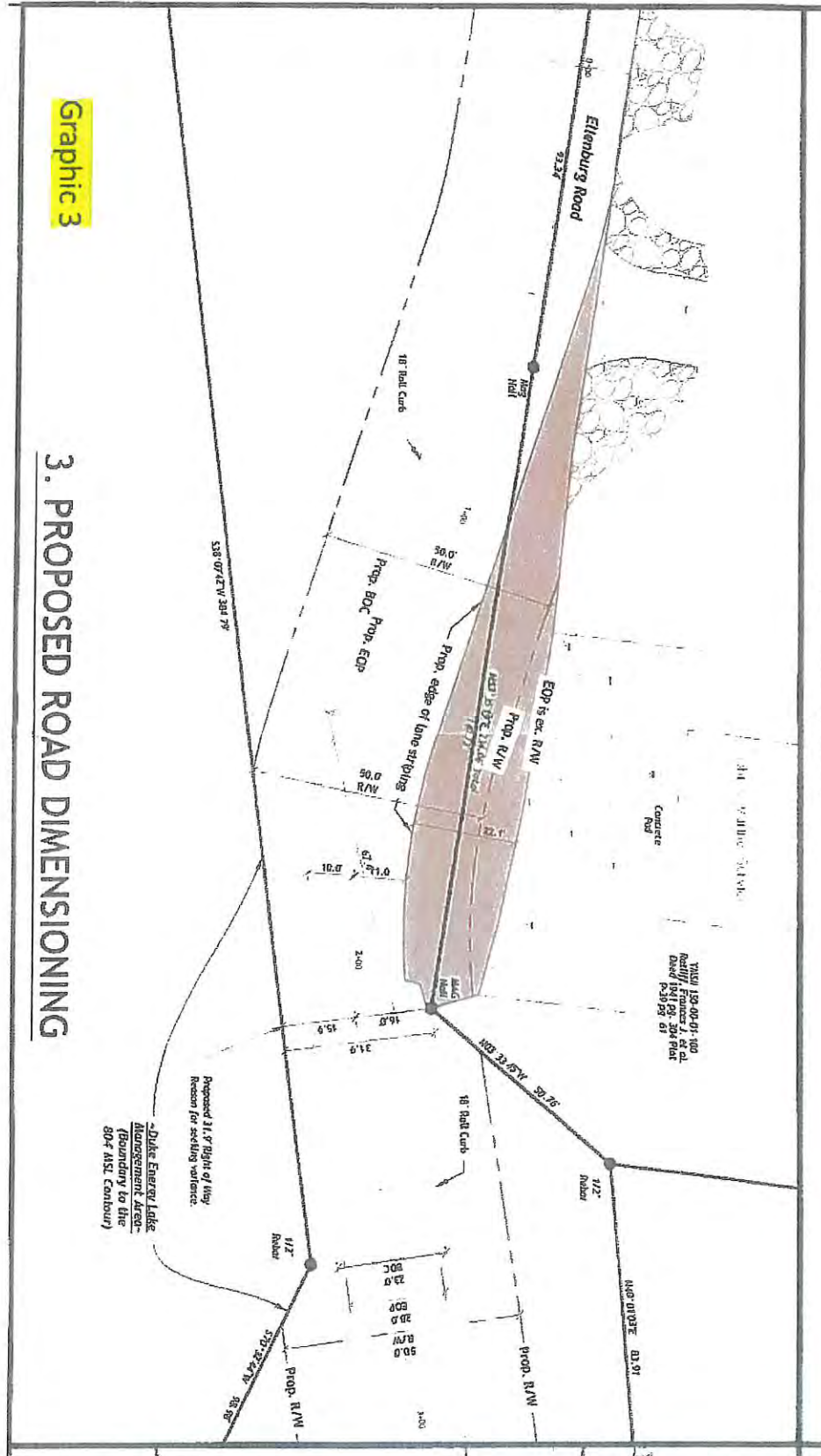
1. EXISTING

4

2. PROPOSED CENTERLINE AND RIGHT-OF-WAY



Graphic 3





896 N. Walnut Street, Seneca, SC 29678

• 864.886.0098 • Fax 864.886.0075

To Whom It May Concern,

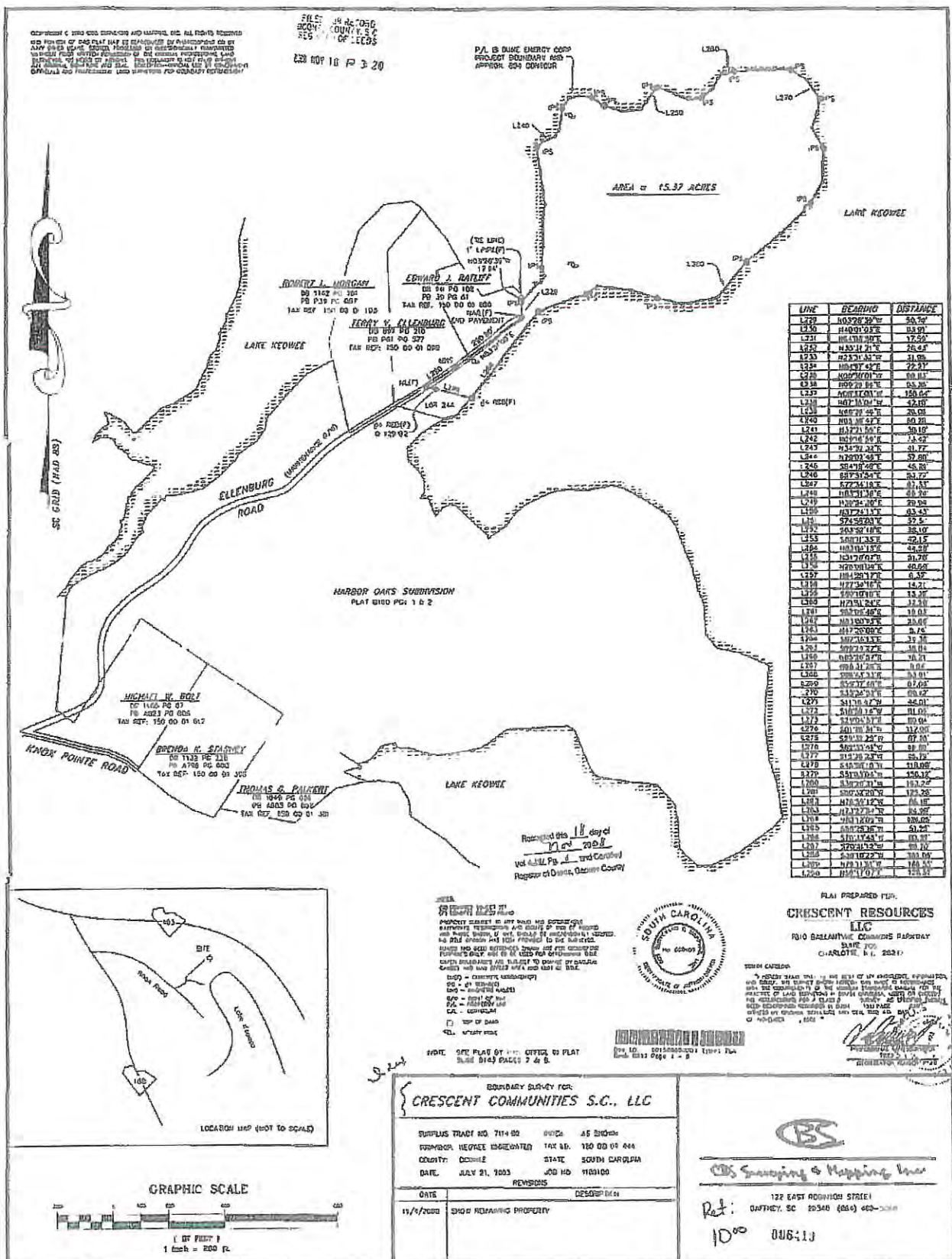
I, John Hamrick, am the owner of this property located at the end of Ellenburg Road, Tax Map # 150-00-01-459. I am aware Andy Lee is working to get a variance for this property. I am in full support and appreciate any consideration given.

Thank you,

A handwritten signature in black ink that reads "John Hamrick".

John Hamrick





FW: Ellenburg Road - BZA hearing

2 messages

James Coley <jcoley@oconeesc.com>

Mon, Nov 29, 2021 at 12:13 PM

To: Wesley White <wesley@ridgewatereng.com>, Andy Lee <andyonkeowee@gmail.com>

For your records.

Thanks,

From: Kyle Reid

Sent: Monday, November 29, 2021 9:58 AM

To: James Coley <jcoley@oconeesc.com>

Cc: David Root <droot@oconeesc.com>; Vivian Kompiers <vkompiers@oconeesc.com>

Subject: RE: Ellenburg Road - BZA hearing

James,

Here are the bullets from my conversation with the developer and his engineers concerning the development at the end of Ellenburg Rd. (these are not commentary on the variance requested for the BZA and the below was based on hypotheticals as no plan was presented):

- The developer asked about where Ellenburg Rd stops being county maintained. I told them it was the end of the asphalt and that we did not have deeded right-of-way as the road is maintained by prescriptive easement. I also showed him what we have been maintaining as the extent of our right-of-way.
- They asked about upgrading the road and told me getting right-of-way from the adjacent property owner would likely be difficult. They asked about being able to place the road entirely on their property with a reduced right-of-way than the 50' standard required by the ordinance. I told them that any variance from the road standards would have to be heard by the BZA.
- They asked if there was anything additional that they would need to consider. I told them without a sketch plan it would be hard to hit all the points, but with a subdivision more than 10 lots there would have to be a traffic impact study for Ellenburg Rd that would need to be done at the preliminary plat phase along with an encroachment permit to tie onto the end of the county maintained portion of Ellenburg Rd.
- They asked me about the new road in the development becoming a county maintained road. I told them that the road would need to meet all county standards and have an approved turn around.
- They asked me about the being able to put a gate on the road. I told them it could not be a county maintained road if there was a gate.

As for the proposed variance from the road standards, I would not see an appreciable impact for us to maintain the road because of the fact that our road would terminate at the area with a narrowed right-of-way. They would have to grant us right-of-way in the area they are proposing to relocate the road which would enhance our ability to maintain it. The only other question I would have is for them to show the ability to get the road, shoulders, drainage, and utilities in the proposed narrowed right-of-way.

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Thank you,

W. Kyle Reid

Assistant Director of Public Works

Oconee County Roads & Bridges

15022 Wells Hwy - Seneca, SC 29678

Phone: (864) 886-1072

Fax: (864) 886-1071

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From: James Coley

Sent: Tuesday, November 23, 2021 1:37 PM

To: David Root <droot@oconeesc.com>; Vivian Komplier <vkomplier@oconeesc.com>; Kyle Reid

<kreid@oconeesc.com>

Subject: RE: Ellenburg Road - BZA hearing

Kyle,

Can you please write up notes for your meeting with the developer, and how their proposal impacts roads and bridges, and your site meeting with them? I will incorporate your materials into a report to the board with the staff recommendations.

Have a great thanksgiving.

Thanks,

James Coley

From: David Root

Sent: Monday, November 22, 2021 12:53 PM

To: James Coley <jcoley@oconeesc.com>; Vivian Komplier <vkomplier@oconeesc.com>; Kyle Reid

<https://mail.google.com/mail/u/0/?ik=48ed0b8138&view=pt&search=all&permthid=thread-f%3A1717783536694444152&siml=msg-f%3A1717783536...> 2/5

Making sure you all had this section in mind also:

Sec. 26-8. - Variance from road standards.

(a) Any variance from these road standards shall be consistent with the intent of this article, and shall be approved in writing by the board of zoning appeals. Any person or entity requesting a variance from road standards shall submit a written request for a variance to the planning director of the county. A variance can only be granted for actions to take place in the future. No variance may be granted for past actions.

(b) Prior to scheduling a variance hearing before the board of zoning appeals, the person or entity requesting said variance shall work with the county planning department and the county road department in an effort to eliminate or minimize the need for a variance. After reasonable efforts and no other solution can be reached, a hearing shall be scheduled before the board of zoning appeals. The county staff shall submit written reports to the board of zoning appeals setting forth the county regulation in question, the efforts made to remedy the situation, and a recommendation setting forth the county's position regarding the variance. These written reports shall be submitted to the person or entity requesting the variance at least five days before the variance hearing.

(c) Notice of the variance hearing shall be provided by first-class mail to the person or entity requesting the variance at least 15 days prior to the hearing. Notice of the hearing shall also be published in a newspaper of general circulation in the county at least 15 days before the hearing.

(d) Any party may be represented by counsel. Any person or entity that would be directly impacted by the granting or denial of the variance may participate as a party in the hearing, provided notice of intent is submitted in writing to planning department at least seven days prior to the hearing. The planning department shall immediately notify all other parties of the new party's participation. The county may support or oppose the variance request or be neutral.

(e) The board shall make the initial determination concerning the variance request and may consider any and all evidence it deems relevant concerning the variance issue. The paramount issue for all variance requests shall be the reasonable safety of the road under the proposed circumstances. If the board concludes that a safe road can be constructed without strict application of the regulations set forth in this article or other county ordinances and policies, the board may then consider issues such as the cost of right-of-way acquisition, placement of utilities, and unusual circumstances in determining whether to grant a variance. The board should use reasonable discretion in its decision making.

(f) A person or entity whose request for a variance has been denied by the board may appeal the board's decision to the transportation committee of the county council.

James and Vivian – do you all need anything from me or Kyle prior to the hearing?

- David

David A. Root

Oconee County Attorney

415 South Pine Street

Walhalla SC 29691

Ph. 864-364-5332



Attorney client / work product protections reserved

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Andy Lee <andyonkeowee@gmail.com>
Reply-To: andyonkeowee@gmail.com
To: Adam Chapman <adamcorychapman@gmail.com>

Mon, Nov 29, 2021 at 12:43 PM

[Quoted text hidden]

2 attachments

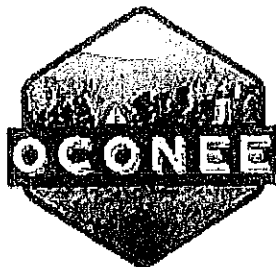


image001.jpg
6K



Image001.jpg
6K

Variance Criteria Overview

General criteria for granting a variance. A variance may be granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:

- a) *There are extraordinary and exceptional conditions pertaining to a particular piece of property.*

The parcel itself is a peninsula, it's bounded by water on all sides with exception of the center of the county road as a boundary. The peninsula is narrow in a small portion of the parcel and is unique in that the property line is the center of the road and does not have it's own right of way. There is only access easement to the parcel. These conditions are extraordinary and exceptional because of the limitations created by geography and topography within this parcel. The way a parcel of land lays, the geography, the topography are all acceptable reasons for granting a variance.

- b) *These conditions do not generally apply to other property in the vicinity.*

In the geographic vicinity of this piece of property most roads have a 50 foot right of way because they are not geographically constrained. This property is bounded by a body of water. Most parcels in the vicinity are not bound by the water on both sides. Because of the unique geography of this parcel, meeting the current road ordinance goes beyond creating an unnecessary hardship and instead creates only impossibility of use. This impossibility creates a scenario which meets the criteria for granting a variance.

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- c) *Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property.*

Without granting this variance to the roads ordinance the application of the ordinance will unreasonably restrict the use of the property. The property was purchased prior to this ordinance being adopted and if you will reference the Deed Restrictions for the parcel you will see that these restrictions are designed in mind with an end use for single-family residential development which was and still remains the intent behind this purchase. The developments in the vicinity of this property have larger homesites and larger homes. The application of this ordinance effectively prohibits building like kind or similar developments for which this property was purchased for, as per the deed.

- d) *The authorization of a variance will not be substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.*

- 1) The proposed improvement will relocate the existing edge of county pavement, as shown on exhibit 2, to provide John's Marine an additional 22 feet of area to maneuver, outside of the County maintained roadway.
- 2) We will extend his current driveway to meet the new roadway so that it is then contiguous to his drive and ramp, causing no disturbance in his business use.
- 3) Probably most helpful to improve current conditions for his operation is the installation of a cul-de-sac at the termination of the county road. This would be located 100% within the boundaries of our parcel, as you can see on Graphic 2 and does not encroach onto his property. John's Marine, his customer base, and

the delivery truck drivers will be able to utilize this space to turn around trucks and trailered boats. John's Marine is currently using the county road as a parking lot and to turn around delivery trucks according to himself and what has been submitted by the public. Granting this variance would alleviate that current hardship by expanding the paved area and providing a paved cul-de-sac that is built to accommodate a circling school bus or fire truck. This should effectively eliminate the need for Fedex/UPS truck to turn around in adjacent owners driveways, road shoulders, or have a need to block the road. This will certainly benefit him and his customers to be able to turn around there.

- 4) We are improving the affected area an ageing county road to current county specifications, an improvement to the current conditions of the roadway. This improvement is at no cost to John's Marine, the neighbors, or to the taxpayers.
- 5) 19 more homesites also provides the opportunity for 19 more boats to service at the most convenient of distances. John's Marine, who already has an excellent customer base and strong reputation in our community as a top mechanic, will have a slightly expanded customer base in the community if he chooses to take on new clientele. Also, the impact of construction vehicles travelling the road way into the development is for a limited window of time while homes are being built.

William Anderson "Andy" Lee

As an Oconee County native Andy is a 5th generation builder and developer. After graduating from Walhalla High School and a tour of service in the United States Navy he returned to Oconee and has worked in construction and development. He is also a local small businessman having purchased the brokerage in 2011 after serving as construction manager for the firm 5+ years prior. Andy has developed over 40 Lake Keowee communities and successfully marketed and sold these homesites through Lake Keowee Real Estate.

Reah Land Smith

Also an Oconee County native, Reah has been with the Lake Keowee Real Estate since 2013 and in the real estate industry since 2010. Reah played an integral role in the development, marketing, and sales of the last 8 developments in the brokerage. She currently resides on Lake Keowee.

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OCONEE COUNTY BOARD OF ZONING APPEALS

415 South Pine Street - Valhalla, SC



TEL (864) 638-4218 FAX (864) 638-4168

Minutes

6:00 PM – November 30, 2021

Members in Attendance

Gwen Fowler
Marty McKee
Bill Gilster
Bill Decker

Tim Mays
Jim Codner
John Eagar

Staff

James Coley
Vivian Kompier

Media

Lauren Pierce, The Journal

ITEM 1 – Call to Order – Mr. Codner called the meeting to order at 6:00 PM.

ITEM 2 – Approval of minutes of May 24, 2021 meeting – Mr. Eagar made a motion to approve; seconded by Mr. McKee. Vote 4/0 to approve, with Mr. Mays, Mr. Gilster and Mr. Decker recusing themselves.

ITEM 3 – Brief statement about rules and procedures – Mr. Codner outlined the proceedings of the meeting going forward:

- Applicant will provide an 8-minute presentation to state their request. Mr. Codner asked presenters not to be overly verbose.
- For the opposition to the request, the Board asked that one or two people summarize the opposition—concerns, problems, etc.
- Citizen comments – Mr. Codner asked that speakers avoid identical comments in the interest of brevity. He added that the Board has received close to 100 emails that they have reviewed and they understand the issues. It is important that everyone have their say, but asked everyone to be brief if at all possible.
- Applicant rebuttal
- Board member questions, with input from Planning Staff when requested.
- Voting

ITEM 4 – Variance request application #VA21-010: Seamon Whiteside and Associates, Inc. – Paul Talbert is requesting a variance allowing the side setback

for lot lines dividing attached single family units to be reduced to 0', thus allowing construction of individually platted, attached single family units. TMS #271-00-01-940/943/942/941/939/938 unaddressed parcel with the closest address of 201 W. Cherry Rd., Seneca, SC 29678.

Applicant's opening statement and provision of evidence:

Paul Talbert stated he was representing the engineer of record for the subject development, Phase II of The Pier North. Mr. Talbert read the responses to questions on the variance application.

1. **Describe the extraordinary and exceptional condition that pertains to the subject property that does not generally apply to other land structures in the vicinity:** *The owner wishes to develop the subject property as attached single family units that are individually platted for sale. The code currently does not accommodate individually platted attached single family units due to the 5' side setback requirement for single family residential lots in the control free district. (Sec. 38-10.2) The owner requests a variance allowing the side setback for lot lines dividing attached single family units to be reduced to 0', thus allowing the construction of individually platted, attached single family units. All other setbacks, including side setbacks on end units, will meet Oconee County code. This will allow the owner to offer attached single family units for sale, providing an increased variety of housing products at various price points in the district. The availability for sewer on site due to access to private water treatment offers an opportunity for a higher density not present in other areas of the district.*
2. **Are the circumstances affecting the subject property the result of actions by the applicant/owner? Explain:** *No, the circumstances are due to an incompatibility between the existing single family zoning ordinance and the desire to provide attached single family dwellings on individually platted lots.*
3. **Describe the ways in which application of the requirement(s) of the ordinance effectively prohibit or unreasonably restrict the utilization of the subject property:** *The requirement for a 5' side setback on all single family residences prevents the development of attached single family units for sale rather than rental.*
4. **Will the proposed variance result in an activity that will not be of substantial detriment to adjacent uses or to the public good, and the character of the district will not be harmed by the granting of the variance? Explain:** *Yes, the proposed variance will not harm, but enhance the character of the district. The subject property is adjacent to multifamily apartments. Allowing attached single family units will provide a more seamless transition in density and use from the adjacent multifamily units to the proposed single family detached units and other surrounding single family development. The use of attached single family units will also allow units to be clustered, thus providing greater opportunity for common open space, as seen in the site plan. The*

increased opportunity for home ownership rather than rental, will increase the investment of those living in the subdivision in the surrounding community.

Discussion with the Board followed.

Public Comment:

- Mr. Codner read/summarized emails submitted by the public into the record.
- Mr. Patrick Tierney, Citizen, stated that he could not discern where the proposed development was located from the back-up material provided.
- Mr. Chris Leonard, Citizen, asked if townhomes will be priced at a price for first-time home buyers. If so, stated that would be a good idea.
- Mr. Matomas, Citizen, expressed his opposition to the proposed variance. He lives in Point Harbor and is concerned about devaluation of the established homes in the area and increased boat traffic.

Applicant rebuttal:

- Mr. Talbert was given the opportunity to address the public comments. He clarified the exact location of the proposed variance using the projected map.
- Mr. Chip Orson, Four Star Group, who manages land acquisition for the developer addressed the question regarding price points for the townhomes. Mr. Orson added that within his years of experience he has not seen similar developments negatively affect the valuation of neighboring properties.
- Mr. Talbert stated that the opposition to boat traffic was not applicable to the variance request as the property is not on the water.
- Mr. Talbert addressed the issue of density that was raised in emails read into the record. He stated that if the variance would be denied, the density would not change. With regards to the traffic concerns, he advised they have commissioned and completed a traffic study. The project has received SCDOT approval and any improvements to traffic flow, to any of the surrounding streets will be addressed in the development as required by the traffic study and SCDOT.
- Ms. Tricia Chason, Entitlement Manager, Four Star Group, advised that turn lanes (right-hand and left-hand) will be constructed off of Cherry Road into the development, so it will be widened significantly. There will be two entrances into the development, one off Cherry Road and one off J P Stevens Road. There are no improvements required for the J P Stevens entrance. There is another access point that will be for emergency vehicles only; it will be gated to prevent additional traffic. Ms. Chason added that the traffic study also analyzed the surrounding intersections and found no improvements were needed. She advised that SCDOT has a funded project that is in development now to improve the intersection at J P Stevens Road and Cherry Road.

Staff comments:

- Ms. Kompier stated that the property in question is zoned Control Free, with no density limitations. She confirmed that density is not an issue tonight; it is strictly lot lines.

1. There **are** extraordinary and exceptional conditions pertaining to the particular piece of property:

- a. Motion – Mr. Eagar made a motion, seconded by Mr. Mays. No discussion.
- b. Vote

In-favor	Opposed
7	0

Mr. Codner noted that the criterion passed.

2. These conditions **do not** generally apply to other property in the vicinity:

- a. Motion – Mr. Eagar made a motion, seconded by Mr. McKee. No discussion.
- b. Vote

In-favor	Opposed
7	0

Mr. Codner noted that the criterion passed.

3. Because of these conditions, the application of this chapter to the particular piece of property **would** effectively prohibit or unreasonably restrict the utilization of the property; and

- a. Motion – Mr. Gilster made a motion, seconded by Mr. Decker. Discussion followed.
- b. Vote

In-favor	Opposed
7	0

Mr. Codner noted that the criterion passed.

4. The authorization of a variance **will not** be of substantial detriment to adjacent uses or to the public good, and the character of the district will not be harmed by the granting of the variance.

- a. Motion – Mr. Eagar made a motion; seconded by Mr. Gilster. Discussion followed.
- b. Vote

In-favor	Opposed
7	0

Mr. Codner noted that the criterion passed.

5. Mr. Codner asked – Based on the evidence presented to the Board, do I hear a motion that the proposed variance be **Approved**.
- Motion – Mr. Eagar made a motion; seconded by Mr. Decker. No discussion.
 - Vote

In-favor	Opposed
7	0

Mr. Codner noted that variance request was approved.

Item 5 – Variance request application #VA21-011: Ridgewater Engineering and Surveying – Joe Meaders is requesting an 18.1' variance from the 50' right-of-way for the entrance of the subdivision due to the end of the existing road not making full access into the property and only having a prescriptive ditch-to-ditch right-of-way. TMS #150-00-01-459 an unaddressed parcel with the closest address of 599 Ellenburg Rd, Seneca, SC 29672.

Applicant's opening statement and provision of evidence:

Reah Smith, Development Team, Lake Keowee Real Estate, spoke on behalf of the applicant for the variance. She presented evidence that the property has geographic and physical constraints that require the variance and that each of the four criterion can be met to approve the variance. Ms. Smith added that the Road Ordinance that is referenced was adopted after the property was purchased. Ms. Smith described the positive impact the variance will have on John's Marine and the nearby County roads. Board members asked questions to clarify certain points.

Staff comments: Mr. Coley explained that the request is a road variance, not necessarily a zoning ordinance, and Planning staff have met with staff from the Roads & Bridges Department to discuss. Notable findings from the meetings include agreement that the current road right-of-way is prescriptive and ends at the pavement on either side of the road, the variance is for a section that is 100 ft. in length and 31.9 ft. at its narrowest point, and the applicant is shifting the proposed entrance south from the center of the road so that it is all on their property. Mr. Coley also noted that granting this variance would not allow construction to begin immediately. The applicant would still need Roads & Bridges' approval for their plan to fit road shoulders, appropriate drainage, and all utilities in a narrow right-of-way. In addition, a traffic study would need to be completed as well as approvals for access and turn radiuses from Emergency Management.

Public comment time:

- Rick McDuff, Attorney, Spokesman for John's Marine (Ratliff family), stated the opposition to the ordinance. Points of opposition included:

- The portion of the road in question is not owned by Oconee County. Ownership is split between the developer and Ratliff's, with the majority by the Ratliff's.
- The belief that the BZA has no authority to make this decision; must be decided between the two private parties.
- No evidence a prescriptive easement has been obtained by the County
- Applicant is attempting to change a contour of an easement that they are not a party to
- Negative impact on John's Marine and the Ratliff property and absence of legal remedies to address the impact

Discussion with the Board followed.

- Edward John "Jay" Ratliff, Jr., outlined the Ratliff family's opposition to the variance, the history of the business and the negative impact of the approval of the variance.

Discussion with the Board followed.

- Mike Johnson, citizen, expressed his support for the variance approval, citing the changes to the County ordinance that regulates roads and right-of-ways over the years, specifically regarding private roads.
- Maggie Johnson, citizen, spoke in support of the variance approval and property owner's right to use their property as allowed.
- Chad Knot, citizen, expressed his opposition to the variance approval noting issues with the legality of Board deciding this application, infringement of the Duke 804 line, traffic, and the impact on John's Marine.
- Chris Holder, citizen Greenville, SC, stated his opposition to the variance approval. Mr. Holder referred to the negative impact on John's Marine specific to the space needed to navigate boat trailers and traffic.
- Jon Martin, citizen, stated his opposition to the variance with concern that John's Marine will lose their business and/or Oconee County taxpayers will have to defend decision in appellate court.
- Bruce Hadley, citizen, expressed his concern that the Board has no jurisdiction over this application as the road is private land and there is no plan to allow for a similar business if John's Marine is forced out of business
- Barry Steele, citizen, expressed his opposition to the variance approval based on his concerns with erosion and limited room for tractor trailers used for deliveries.
- Doug Cooper, Harbor Oaks HOA President, expressed his opposition to the variance approval citing safety concerns with regards to increased traffic.
- Mr. Codner made a motion to take a 5-minute break, seconded by Mr. Eagar. Mr. Codner called for a vote. The motion passed unanimously 7/0
- Mr. Codner made a motion that the Board reconvene, seconded by Mr. McKee. Mr. Codner called for a vote. The motion passed unanimously 7/0
- Mr. Codner read a sample of emails submitted by the public into the record.

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Page 2: Exhibit 2--Aerial of the Parcel and surrounding immediate area

Page 3: Graphics 1-4 Overview

Page 4: Graphic 1--Existing Roadway

Page 5: Graphic 2--Proposed Centerline and Right-of-Way

Page 6: Graphic 3--Proposed Road Dimensioning

Page 7: Graphic 4--Proposed Pavement/Repavement

Supplements:

Page 8: Letter from Parcel Owner

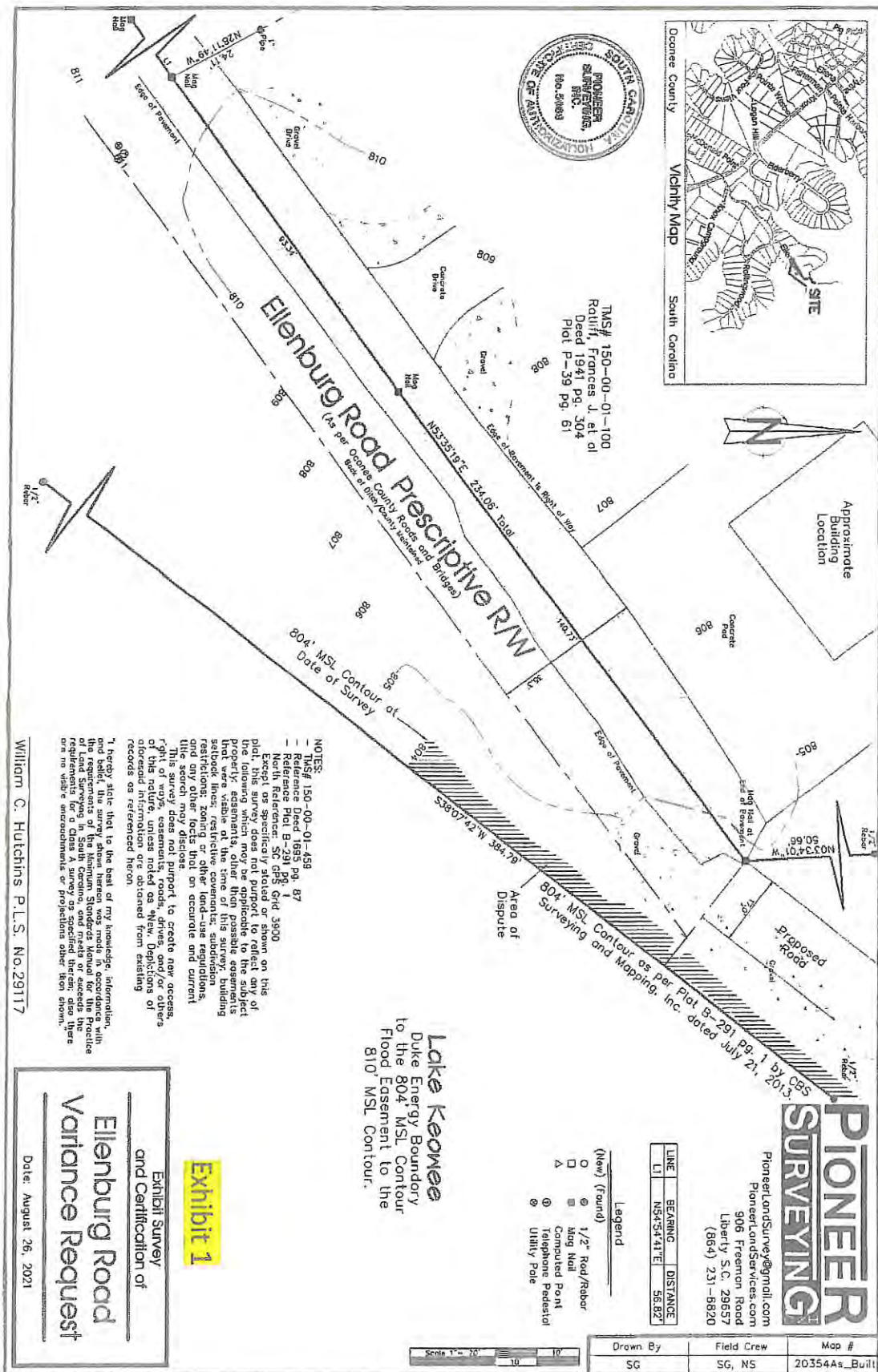
Page 9: Plat of Parcel from 2008

Page 10: Letter from Assistant Director of Public Works (stapled)

Page 11: Variance Criteria Overview (stapled)

Page 12: Developer Bios

(Outside Packet) Deed for Parcel with Deed Restrictions





2

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To: Vivian Kompier
Subject: Payment - Thank You

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LEGAL NOTICES

LEGALS

Notice of Public Hearing
 Monday, April 20, 1992 at 8:00 PM
 The Planning Commission will hold a public hearing at 8:00 PM on Monday, April 20, 1992 at the City of San Jose, 200 North San Antonio Street, San Jose, California 95131.
 The subject of the hearing is the proposed rezoning of the property located at 1000 North San Antonio Street, San Jose, California 95131, from its present zoning of R-1 to R-2.
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 2801 Rockwood Road, Saratoga
 Household items, home building materials, outdoor chairs, tables, glassware, office supplies, tools, appliances, etc.

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Oconee County
Board of Zoning Appeals
415 South Pine Street
Walhalla, SC 29691
864-364-4218

BOARD ORDER ON VARIANCE HEARING

Hearing date: April 25, 2022

Permit Application: VA21-011

The Board of Zoning Appeals held a public hearing on Monday, April 25, 2022, to consider the request for a variance in accordance with County Ordinances, by application, for variance request #VA21-011: Continuation from 1/24/2022 BZA hearing postponement: Ridgewater Engineering and Surveying – Joe Meaders is requesting an 18.1' variance from the 50' Right of Way for the entrance of the subdivision due to the end of the existing road not making full access into the property and only having a prescriptive ditch to ditch right-of-way. TMS # 150-00-01-459 an unaddressed parcel with the closest address of 599 Ellenburg Rd, Seneca, SC 29672.

The Board makes the following conclusions:

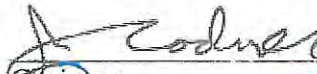
Based on the evidence presented to the Board regarding the proposed Variance:

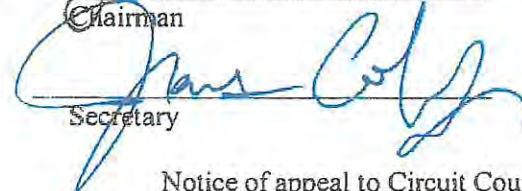
1. There ARE extraordinary and exceptional conditions pertaining to the particular piece of property;
2. These conditions DO NOT generally apply to other property in the vicinity;
3. Because of these conditions, the application of this chapter to the particular piece of property WOULD effectively prohibit or unreasonably restrict the utilization of the property; and
4. The authorization of a variance WILL NOT be of substantial detriment to adjacent uses or to the public good, and the character of the district WILL be harmed by the granting of the variance.

Therefore, by A VOTE OF 5-0, the Board of Zoning Appeals orders that a variance from the required 50' right-of-way of 18.1' located at TMS# 150-00-01-459 has been APPROVED with the following condition:

Order approved subject to proper abandonment procedures, compliance with all ordinances and state law on acceptance into the County roadway system. Developer grant/ deed John's Marine property so that there is reasonable, unimpeded access to the new road.

Date issued: 5/11/22


Chairman


Secretary

Date mailed to parties in interest:
after date this Order was mailed.

Notice of appeal to Circuit Court must be filed within 30 days



Oconee County
Board of Zoning Appeals
415 South Pine Street
Walhalla, SC 29691
864-364-4218

Scrivener's
Error
Corrected

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Date issued: 5.11.22


Chairman

Scrivener's error corrected as of: 6/22/22


Secretary

Date Scrivener's error corrected mailed to parties in interest: _____

JOHN'S MARINE SERVICE, INC., ET AL.

VS.

ORIGINAL

OCONEE COUNTY BOARD OF ZONING APPEALS, ET AL.

11/30/2021

LEGAL EAGLE

Post Office Box 5682

Greenville, South Carolina 29606

864-467-1373

depos@legaleagleinc.com

1 MR. DECKER:

2 Second.

3 MR. CHAIRMAN:

4 Any discussion? Anymore discussion? All those in
5 favor please say aye and raise your hand.

6 MALE VOICE:

7 Aye.

8 MALE VOICE:

9 Aye.

10 MR. CHAIRMAN:

11 I have seven in favor, no opposed. Thank you, your
12 -- your request is -- is approved. And obviously if
13 anyone -- anyone's free to leave if you came here
14 for the first request, everyone's free to leave,
15 it's not a problem. Okay, the second request.
16 Variance request to application number VA21-011,
17 Ridgewater Engineering and Surveying, Joe Meaders is
18 requesting an 18.1 foot variance from a 50-foot
19 right-of-way for the entrance of a subdivision due
20 to the end of the existing road not making full
21 access onto the property, only having a prescriptive
22 ditch-to-ditch right-of-way. TMS number 150-00-01-
23 459, unaddressed parcel with the closest address of
24 599 Ellenburg Road, Seneca, South Carolina 29672.
25 Okay, the same rules apply, the applicant please --

1 please come forward and -- and make a presentation
2 of what you want to do.

3 MS. SMITH:

4 Thank you very much.

5 MR. CHAIRMAN:

6 Hold it to like seven or eight minutes, that's fine.

7 MS. SMITH:

8 I can get it done (inaudible). So Andy and Wesley
9 are handing out some additional material. You've
10 got a -- a black binder that has a clip on it, if
11 you'll unclip it the first seven pages are big full
12 11 by 17 maps just to make it easier to read,
13 they're the same thing that we're gonna see on the -
14 - the screen. I'll go ahead and begin. Good
15 evening ladies and gentlemen of the Board and
16 respective staff and members of the public. Thank
17 you for your time and consideration as we come
18 before you seeking a variance. My name is Reah
19 Smith and I'm a member of the development team at
20 Lake Keowee Real Estate. I'm an 11th generation
21 Oconee County native and currently reside on the
22 Lake Keowee waterfront. I have with me tonight on
23 our development team Andy Lee, who is seated to the
24 right. He's the broker in charge and owner of Lake
25 Keowee Real Estate -- Real Estate. Wesley White,

1 who is president of Ridgewater Engineering and
2 Survey and our -- our counsel Larry Brandt. I'm
3 presenting to you our criteria for this parcel to be
4 granted a variance based on our individual case of
5 unnecessary hardship of an ordinance. I feel
6 confident at the conclusion of this presentation we
7 will have made a clear explanation of each of the
8 findings of the four general criteria to grant a
9 variance. We understand there have been some public
10 concerns. Later on we plan to address those
11 concerns and we also thank the public for making
12 their voices heard. Before getting into the
13 criteria I'd like to clarify that the purchase of
14 this parcel pre-dates the existing road ordinance.
15 At the time of purchase no variance would've been
16 needed to go straight into construction, however,
17 given that we entered one of the most severe
18 economic recessions in US history it would have been
19 unwise timing to do so. Here's what -- here's what
20 specifically we're requesting a variance on. Please
21 reference page one, Exhibit 1 in your packet; and it
22 is also shown on the screen.

23 MR. CHAIRMAN:

24 Give me one second. Has everyone been able to get
25 their folder open?

1 MALE VOICE:

2 Yeah.

3 MR. CHAIRMAN:

4 I see --

5 MALE VOICE:

6 Finally.

7 MS. SMITH:

8 It -- it was the (inaudible).

9 MALE VOICE:

10 (Inaudible).

11 MS. SMITH:

12 Okay.

13 MR. CHAIRMAN:

14 Okay, everyone got to page one? Okay.

15 MS. SMITH:

16 Okay. We are asking for a variance for the width of
17 the right-of-way on a small portion of road we are
18 building. So if you'll reference here, it's this
19 small portion right there, and Wesley you may have
20 to point as well with the pointer being small. The
21 vast majority of the road will have a 50 foot right-
22 of-way. Understand we're asking for a change of
23 width in the right-of-way and not the change of the
24 width of the actual pavement road surface. So
25 starting with criteria A, there are extraordinary

1 and exceptional conditions pertaining to the
2 particular piece of property. I'd like to ask that
3 you red -- reference Exhibit 2, page two, in your
4 packet, and the slide also will be here on the
5 screen. I don't have the (inaudible). Here we go.
6 As you can see the parcel itself is a peninsula.
7 It's bounded by water on all sides. The peninsula
8 is narrow and a small portion of the parcel and is
9 unique in that the property line is the center of
10 the road and the existing road does not have its own
11 right-of-way. As per the county roads department
12 and the county does not have a deeded right-of-way
13 and it's maintained now by prescriptive easement.
14 These conditions are extraordinary and exceptional
15 because the limitations created by geography and
16 topography within this parcel. I remind the Board
17 that the way a parcel of land lays the geography,
18 the topography are both acceptable reasons for
19 granting a variance. Next B, the conditions do not
20 generally apply to other property within the
21 vicinity. In the geographic vicinity of this piece
22 of property most roads have a 50 foot right-of-way
23 because they're not geographically constrained.
24 This property is bounded by a body of water, most
25 parcels in the vicinity are not bound by water on

1 both sides. Because of the unique geography of this
2 parcel, meeting the current road ordinance goes
3 beyond creating an unnecessary hardship and instead
4 only creates impossibility of use. The
5 impossibility creates a scenario which meets the
6 criteria for granting a variance. Next C, because
7 of these conditions the application of the ordinance
8 to the particular piece of property would
9 effectively prohibit or unreasonably restrict the
10 utilization of the property. Without granting the
11 variance to the roads ordinance the application of
12 the ordinance will unreasonably restrict the use of
13 this property. Again, the property was purchased
14 prior to the ordinance being adopted and if you'll
15 reference the deed restrictions for the parcel which
16 is found in your supplements that did not fit in the
17 folder, that's what's underneath, outside the
18 packet, you'll see that these restrictions are
19 designed in mind with an end use for single family
20 residential development which was and still remains
21 the intent behind the purchase. The development and
22 -- developments in the vicinity of this property
23 have larger home sites and larger homes. The
24 application of this ordinance prohibits building
25 like-kind or similar developments for which the

1 property was purchased for as per the deed. And
2 finally D, the authorization of a variance will not
3 be a substantial determinant to the adjacent
4 property or to the public good and the character of
5 the district will not be harmed by the granting of
6 the variance. The community will be like-kind to
7 the others in the area that we have developed, such
8 as Harbor Oaks, Cottages at Riverbirch, and Pointe
9 Harbor along the Knox Road and Ellenburg Road
10 corridor. That's not affecting the character of the
11 district. Granting this variance will not be a
12 detriment to the public good as there's no further
13 impact to the public. Given the unique peninsula
14 and geography of the parcel, granting the variance
15 will allow access to what is essentially a dead end
16 road. But I think most important to address and the
17 reason much of the public is here tonight is to
18 explain the impact this has on John's Marine.
19 Because I have known Mr. Ratliff for many years now
20 I'll refer to him as Jimmy as our community also
21 knows him. Jimmy currently owns and operates John's
22 Marine Service and as of 2016 he added the
23 additional business of High Falls Boat Rental, LLC
24 at the same parcel noted on Exhibit 2. Highlighted
25 in yellow here are the three parcels totaling 4.94

1 acres that he owns. Here are the ways in which a --
2 a granted variance to this ordinance would impact
3 his property. Please ref -- reference graphics one
4 through four in your packets located on pages three
5 through six. So you've got this quadrant and I've
6 got them broken down into individual slides. Number
7 one, the proposed improvement will relocate the
8 existing edge of county pavement on graphic one to
9 provide John's Marine an additional 22 feet of area
10 to maneuver outside of the county maintained roadway
11 shown on graphics two; again, also on graphics
12 three. Right now he's paying taxes on a piece of
13 property under county asphalt. That property will
14 then return to him and we will pave it if he wishes.
15 Reference now graphic four. To put this space into
16 perspective that returns to him enough room to an
17 average accommodate an additional six vehicles with
18 boat trailers parallel to the road. Number two,
19 we're going to extend his current driveway to meet
20 the new roadway so that is then contiguous to his
21 drive and to his ramp causing no disturbance in his
22 business use. But probably most helpful to improve
23 current conditions for his operation is the
24 installation of the cul-de-sac at the termination of
25 the county road and I'll point to this if I can get

1 my pointer out. There's the cul-de-sac. As -- and
2 that's on Exhibit 2, page two of your packet. This
3 would be located 100 percent within the boundaries
4 of our parcel. As you can see on Exhibit 2 and it
5 does not encroach onto his property. Jimmy, his
6 customer base, and the delivery truck drivers will
7 be able to utilize this space to turn around trucks
8 and trailered boats. I've read input from concerned
9 citizens that the ability to turn trucks around is
10 currently an issue for his business as the current
11 location and terminance of the county road creates
12 these limitations. Jimmy is currently using the
13 county road to turn around parts delivery trucks,
14 according to himself and others along Ellenburg
15 Road. Granting this variance would alleviate that
16 current hardship by expanding the paved area and
17 providing a cul-des-ac that's built to accommodate a
18 circling school bus or a fire truck. This will
19 certainly benefit him and his customers to be able
20 to turn around here. However, Jimmy himself states
21 in a letter to the public that, "Eighty percent of
22 his customers do arrive by water, so it may be more
23 advantageous for the delivery truck drivers."
24 Number four, we're improving the affected area of an
25 aging county road to current county specifications,

1 an improvement to the current conditions of the
2 roadway. This improvement is at no cost of Jimmy or
3 the tax payers. And number five, finally, 19 new
4 home sites also provides the opportunity for 19 more
5 boats to service at the most convenient of
6 distances. Jimmy who is already has an excellent
7 customer base, as I think we can see in the room,
8 and a strong reputation in our community as a top
9 mechanic will have a slightly expanded customer base
10 in the community if he chooses to take on new
11 clientele. Also, construction vehicles travelling
12 the roadway into the development is for a limited
13 window of time while homes are being built. I think
14 it's important to note that no one wants Jimmy to go
15 out of business. No one here tonight is trying to
16 put Jimmy out of business. We've made the case of
17 the four criteria for a variance and our plan to
18 construction will improve the existing area for the
19 operation of his businesses and not serve as a
20 detriment to him. In closing this part of the
21 presentation I'd like to remind the Board that the
22 criteria for a variance exists solely within the
23 explanation of the four criteria I've covered at
24 length earlier. At the root of the matter this
25 parcel has significant geographical and physical

1 constraints. The road ordinance more than creates
2 an unnecessary hardship. The road ordinance
3 established after the purchase of this property
4 unreasonably restricts the use of this property. It
5 is under these four criteria alone that I'm asking
6 your consideration in granting this variance. I
7 believe that we have firmly made a solid case for
8 approval. Thank you for your time.

9 MR. CHAIRMAN:

10 Thank you.

11 MALE VOICE:

12 May I ask a question?

13 MR. CHAIRMAN:

14 Sure.

15 MALE VOICE:

16 (Inaudible) what's the radius on that cul-de-sac?

17 (Inaudible) that you're talking about?

18 MS. SMITH:

19 Engineer, let's hear it.

20 MR. WHITE:

21 It's the county -- Wesley White, Ridgewater

22 Engineering, it's the county standard of 40 feet.

23 MALE VOICE:

24 So it is 40?

25 MR. WHITE:

1 And plus a foot and a half of curb and gutter.

2 MALE VOICE:

3 Thank you.

4 MR. CHAIRMAN:

5 (Inaudible) room for fire trucks --

6 MR. SMITH:

7 Correct.

8 MR. CHAIRMAN:

9 -- school buses, all that kind of thing?

10 MR. SMITH:

11 Correct. And that right -- it will also have its
12 own right-of-way, it's a 50 foot radius.

13 MALE VOICE:

14 Thank you.

15 MR. CHAIRMAN:

16 I have a question.

17 MS. SMITH:

18 Sure.

19 MR. CHAIRMAN:

20 Just a new piece of information you gave us here is
21 -- is that the county's current road ordinance,
22 which specifies a 50 foot right-of-way, you say that
23 came in after this property was purchased?

24 MS. SMITH:

25 Correct. If you reference the deed, which was

1 outside of the packet, the purchase --

2 MALE VOICE:

3 (Inaudible).

4 MS. SMITH:

5 Yeah, it's a lot of stuff. The purchase was in 2008
6 and this -- the right-of-way I believe was written
7 into code in 2014.

8 MR. CHAIRMAN:

9 Okay.

10 MS. SMITH:

11 Thirteen?

12 MALE VOICE:

13 Thirteen.

14 MS. SMITH:

15 2013, excuse me.

16 MR. CHAIRMAN:

17 Okay, thank you. Any other questions of the --

18 MR. EAGAR:

19 Quick -- quick question. There's a term that has
20 been used in describing this case that there's a
21 prescriptive ditch, what's a prescriptive ditch?

22 MS. SMITH:

23 I'm going to let an engineer tell you about it.

24 MR. WHITE:

25 It's a fancy term to say that there was no right-of-

1 way to begin with and so the county maintains either
2 if there's a ditch, they maintain to the back of
3 that ditch. If there is no ditch then they maintain
4 to this -- where the shoulder stops. If there is no
5 shoulder, which is the case in front of John's
6 Marine, they -- they maintain to the edge of the
7 asphalt. So it's prescriptive meaning as you go
8 down it you have to kind of determine where it is as
9 you go.

10 MR. EAGAR:

11 Okay, thank you.

12 MR. CHAIRMAN:

13 Okay. There have been comments concerning your
14 plans for this property. Is it gonna be marketed to
15 homeowners in general or are you gonna -- is this
16 gonna be a development that is associated with
17 vacation rentals?

18 MS. SMITH:

19 At this time we haven't even begun to write the
20 covenants and restrictions for this property. It's
21 a little bit too far down the road. These will be
22 homes for sale for certain but I couldn't tell you
23 much beyond that what -- what our plans are.

24 MR. CHAIRMAN:

25 Okay, that's fair (inaudible) information.

1 MS. SMITH:

2 Sure.

3 MR. CHAIRMAN:

4 Okay, thank you. Staff, any comments, please?

5 MALE VOICE:

6 So, this is a road variance, and not necessarily a
7 zoning variance, we have met with the Roads and
8 Bridges department. They have done some initial
9 conversation that did not involve the sketch; they
10 have been provided the sketch since then. Some of
11 the things that I would note in the conversation,
12 they -- they agree that the current road right-of-
13 way is prescriptive and ends at the end of the
14 pavement on either side of the road currently. The
15 right-of-way request for the section they're talking
16 about is approximately 100 foot in length in
17 totality and then the right-of-way variance from the
18 50 foot to at the narrowest is the 31.9 feet but it
19 is not angular, it's not 31 the entire way so I just
20 wanted to be pointed out as well that it is a
21 rhombus shape so it (inaudible). And the final
22 thing was it is sketching, their sketch does show
23 that they are shifting it to be all on their
24 property so they're taking it out of the center line
25 where it was on the property line, so the center

1 line of the road was the easement of the property.

2 MR. CHAIRMAN:

3 It's -- it's -- it's -- it's the --

4 MALE VOICE:

5 They're shifting --

6 MR. CHAIRMAN:

7 -- developer's property line.

8 MALE VOICE:

9 Correct.

10 MR. CHAIRMAN:

11 Between them and John's Marine.

12 MALE VOICE:

13 (Inaudible).

14 MR. CHAIRMAN:

15 The property line runs down the center of the road
16 currently.

17 MALE VOICE:

18 Correct.

19 MR. CHAIRMAN:

20 You're gonna shift --

21 MALE VOICE:

22 South.

23 MALE VOICE:

24 South.

25 MR. CHAIRMAN:

1 -- to south. That's --

2 MALE VOICE:

3 Yes, sir.

4 MR. CHAIRMAN:

5 Okay.

6 MALE VOICE:

7 The other thing that just we would note is that the
8 granting this variance does not immediately allow
9 for construction. So they would still have to go
10 through roads and bridges for additional -- they'd
11 have to prove that they can place road shoulders,
12 all the appropriate drainage, all the utilities in a
13 narrowed right-of-way. They will have to perform a
14 traffic study still and they will also need to get
15 approvals for access and turning radiuses from the
16 emergency management staff. So there are still
17 several more steps before they can do a planned
18 development as well.

19 MR. CHAIRMAN:

20 Okay. But other than those we don't know of any --
21 help me understand --

22 MALE VOICE:

23 Uh-huh.

24 MR. CHAIRMAN:

25 -- why the County requires a 50 foot right-of-way.

1 The road is like 25 feet wide?

2 MALE VOICE:

3 This would be a minor road so it would be between 10
4 foot lanes, 11 foot lanes so --

5 MR. CHAIRMAN:

6 Okay.

7 MALE VOICE:

8 -- between 20 and 22 to back of pavement plus a
9 shoulder would typically be three feet on either
10 side.

11 MR. CHAIRMAN:

12 Uh-huh.

13 MALE VOICE:

14 If there's ditches that obviously would depend on
15 the front slip and the back slip of the ditch and
16 the bottom but anywhere between, you know, three
17 feet to 10 feet depending on the size of the ditch.

18 MR. CHAIRMAN:

19 Uh-huh.

20 MALE VOICE:

21 Or if it's piped obviously that could be narrower.

22 MR. CHAIRMAN:

23 So coming down to a -- a -- a minimum of 30.9 feet I
24 think it is.

25 MALE VOICE:

1 Yes.

2 MR. CHAIRMAN:

3 That does not restrict the county's ability to
4 properly use that right-of-way?

5 MALE VOICE:

6 It's --

7 MR. CHAIRMAN:

8 It's just narrower?

9 MALE VOICE:

10 -- (inaudible) so 31.9 foot right-of-way does not
11 impact their ability to maintain the road. They've
12 made no statement as to safety. So that is for --
13 for road maintenance for right now they are
14 maintaining with zero right-of-way on the side of
15 the road.

16 MR. CHAIRMAN:

17 Okay. Okay. Is everyone clear on all that, the
18 questions we're asking? Okay. Pardon me while I
19 get my act together here. Okay, we'll now open this
20 up to citizen comment. Like I said, please be
21 brief. I want everyone to have a chance to say
22 something. Please be brief. Please don't reiterate
23 what other people have said but if you really feel
24 you need to say something please do. I'd like you
25 to hold it to three minutes, hold your comments to

1 three minutes. Now, there's a lot of interest here.
2 Address your comments to us only. Do not talk to
3 the developer or anyone else in the audience.
4 Please address your comments to us only. Same goes
5 for the developer later on, if you hear something
6 you want to say, please say it to us; don't say it
7 to anyone in the audience. Any questions on the
8 rules? Are you first on the list is that the -- is
9 that --

10 MR. MCDUFF:

11 No, I'm -- I'm gonna be the spokesperson for the
12 group to articulate the opposition to it.

13 MR. CHAIRMAN:

14 Okay, fine. Just let me -- let me get my list out
15 here. I have a list of -- here we are. So are you
16 Mike Johnson?

17 MR. MCDUFF:

18 No, my name is Rick McDuff, I'm a -- an attorney at
19 law here in Seneca.

20 MR. CHAIRMAN:

21 Okay.

22 MR. MCDUFF:

23 And I represent the Ratliff family and John's
24 Marine.

25 MR. CHAIRMAN:

1 Okay, it's Rick --

2 MR. MCDUFF:

3 McDuff, M-C-D-U-F-F.

4 MR. CHAIRMAN:

5 Okay, thank you, sir.

6 MR. MCDUFF:

7 Right. Thank you for entertaining me. Am I limited
8 also the three minutes or may I have a little bit
9 more time?

10 MR. CHAIRMAN:

11 If you're gonna represent their interest you can
12 have a reasonable amount of time.

13 MR. MCDUFF:

14 All right, thank you.

15 MR. CHAIRMAN:

16 Or what the developer took.

17 MR. MCDUFF:

18 I appreciate it. I will -- I will be -- I'll tried
19 to not take two hours to watch 60 minutes.

20 MR. CHAIRMAN:

21 Thank you.

22 MR. MCDUFF:

23 So, good evening. Thank you for taking your time to
24 listen to us tonight. Let me start by saying is
25 that the -- neither Jimmy Ratliff nor the Ratliff

1 family has any opposition to reasonable development
2 of the Arrowhead property. What they have an issue
3 with is the reconfiguration of a roadway that -- and
4 I think we need to talk about the -- the -- I think
5 the significant legal issues that will end up
6 arising from this that I think only a court of law
7 can determine is, number one, it's -- I think it's
8 beyond dispute is that the existing portion of the
9 roadway involved in this is not on any property
10 owned by any governmental entity including Oconee
11 County. The road right -- the roadway, the paved
12 portion of the road, currently exists more or less
13 half on property owned by the Ratliff's and half on
14 property owned by the developer with the approximate
15 center point actually more of the center line that
16 more of the property of the paved portion is on
17 Ratliff property by some slight margin than on the
18 developer's property. And if you -- you can see,
19 and I don't have access to the developer's notebook
20 and I don't have the order in which they've provided
21 documents, but I've been provided which was a
22 handout to everybody here this -- this aerial map,
23 this aerial photograph showing the area in question
24 with the proposed roadway in this yellow boundary
25 line around what they say is John's Marine and High

1 Falls Boat Rental. I appreciate it, thank you.
2 First of all, I just want to point out that the --
3 the -- all of these parcels in here are not owned by
4 common owners. So we have a divergence of owners
5 they may be have some Ratliff owner components to
6 them. The area in question that's gonna be most
7 greatly impacted by this roadway modification or
8 proposed roadway modification is this parcel which
9 would be on the right toward the right side of the
10 yellow line, that is where the actually John's
11 Marine facility is located. That's where Jimmy
12 Ratliff's marine repair shop is located and his dock
13 facilities. As you can see also by this graphic is
14 that the current roadway runs directly in front in a
15 -- in basically a west to east orientation in front
16 of John's Marine. The proposed reconfiguration of
17 the roadway takes that road and makes a sort of a
18 dogleg right in it before it enters the Arrowhead
19 development. Now, what -- what's interesting from a
20 -- a -- and significant from a legal standpoint is
21 that like I said none of the property in question
22 here is owned by the county. So, they -- they talk
23 about a prescriptive right-of-way over this parcel
24 of property and probably for a good number of feet,
25 maybe a 1,000 feet beyond that is all privately

1 owned to the center line of the roadway as well.
2 The county maintenance sign used to end where it
3 said end of county maintenance probably four or five
4 hundred feet to the -- what would be to the west of
5 where this roadway in question is.

6 MALE VOICE:

7 (Inaudible) and kind of point what -- what your
8 points you're making on that map.

9 MR. MCDUFF:

10 All right, let me see if I can -- all right. There
11 is -- there is John's Marine.

12 MALE VOICE:

13 Blow that up just a little bit. Is that possible?

14 MR. MCDUFF:

15 Let me see if I can --

16 MALE VOICE:

17 (Inaudible) talking about -- we're not really
18 talking about any of the --

19 MALE VOICE:

20 Just that -- you can't get any --

21 MALE VOICE:

22 Can you blow it up?

23 FEMALE VOICE:

24 You don't have a monitor?

25 MALE VOICE:

1 No I don't have a monitor (inaudible).

2 FEMALE VOICE:

3 Is this the one you want?

4 MALE VOICE:

5 That looks pretty good.

6 MALE VOICE:

7 I haven't been here long enough.

8 MR. CHAIRMAN:

9 See, I think if you go back to the original --

10 MALE VOICE:

11 Yeah.

12 MALE VOICE:

13 Yeah, no, I mean, that -- yeah, that -- that map.

14 MR. MCDUFF:

15 This map right here?

16 MALE VOICE:

17 Yeah.

18 MR. MCDUFF:

19 All right.

20 MR. CHAIRMAN:

21 What's going on there?

22 MR. MCDUFF:

23 Here -- here is the current -- this is -- this is
24 the current roadway right here.

25 MALE VOICE:

1 Okay, they got it.

2 MR. MCDUFF:

3 All right, Ellenburg -- this is Ellenburg Road, you
4 can see the center line of the -- where this dark
5 line right here --

6 MALE VOICE:

7 Okay.

8 MR. MCDUFF:

9 -- is the property boundary. And you can see the
10 majority of the roadway, at least up to this point,
11 exists on Ratliff property. This -- this is the
12 shop. This is the driveway to Jan Ratliff's private
13 residence. And this right here is you can see it
14 beyond this over here is where the road striping
15 ends, there's a double yellow line in the middle,
16 and there used to be back around here a end of
17 county maintenance sign. And that sign has now --
18 now been removed. At some point in time somebody
19 moved it up closer to here. It's been moved
20 altogether when it was previously in about this
21 location over here. So none of this area in here is
22 owned or controlled by Oconee County or anybody
23 else. It's all private roadway. And I'll -- I'll
24 submit to you that there's probably if you went and
25 looked at the roadway there it would be evidence

1 that somebody abandoned this area a long time ago.
2 It's in poorly maintained condition. It -- it --
3 the asphalt is irregular and the last of the
4 maintenance is up here where the double yellow line
5 ends where the pavement is more even. In any event
6 we talk -- we use this term loosely about a
7 prescriptive easement, and a prescriptive easement
8 is a very, very -- it -- it -- it's a very precise,
9 it has very precise meaning in the law. And that is
10 an implied easement through continual use but a
11 prescriptive easement is only established through
12 judicial process. Nobody can say I've got a
13 prescriptive easement over somebody else's property
14 without a court determining you have a prescriptive
15 easement. It doesn't happen because somebody says
16 so. It happens because a court hears evidence and
17 determines that there's a prescriptive easement.
18 Now, there's no evidence in this case that the -- in
19 this -- this matter, this -- this application, that
20 the county has sought or obtained or proven a
21 prescriptive easement in any court of law over this
22 portion of property. The other issue here, the
23 other significant legal issue, this is rather
24 unique. When you have, let's assume for the sake of
25 argument, you have an easement that exists over some

1 portion of this roadway that the county has a right
2 to -- to maintain and -- and -- and create, improve,
3 do whatever they want to with the roadway, which is
4 not -- let's assume for the sake of argument there
5 is a pre -- an easement. Now one of the unique
6 things in the law about an easement is that
7 easements require a relationship between two parties
8 and when an easement exists on somebody else's
9 property you're the owner of the dirt, you're called
10 the servient tenement. And the owner of that --
11 that holder of that easement, the person or the
12 entity that has the right to use your property is
13 called the dominant tenement. And so in this case
14 the Ratliff property would be the servient tenement,
15 if an easement exists, and the county would be the
16 holder of the dominant tenement. What's unique
17 about this is there's an application to alter the
18 contours of an easement, assuming for the sake of
19 argument there is an easement, by somebody who's not
20 the holder of the easement. The holder of the
21 easement is -- is the -- it would be the county, it
22 wouldn't be the adjoining property owner, that is
23 the developer who owns that boundary line to the
24 south of that center line and the property to the
25 east of it which is called Arrowhead Pointe. Now

1 what the law requires if you're gonna modify or
2 change or -- or alter the contours of an easement it
3 requires the consent of all parties to it. One
4 party cannot do it by its own desire. It can't be
5 done by (inaudible) it has to be done by agreement
6 of the parties. And so that we don't have here. We
7 don't have that agreement. We have an application
8 by a developer who owns a portion of the south of it
9 and to the east, but we don't have the consensus of
10 all the parties to this easement. Yes, part of this
11 easement if there one is exists is on property owned
12 by the developer but only a portion of it. The rest
13 of it is all property owned by the Ratliff family.
14 So we have an issue, a legal issue, that -- that is
15 really a -- a -- a roadblock to modifying, altering,
16 or changing this easement by altering the path or
17 deviating from the course of this roadway and
18 changing the contours the easement. And they still
19 want to maintain a portion of the road right-of-way
20 and change the contours of that over onto the
21 Ratliff property, ostensibly for the purpose of
22 installing and maintaining utilities across the
23 Ratliff property, which would be something that
24 would be a -- would be legally prohibited without
25 the consent of the Ratliff's. Now, one of the other

1 issues of significant concern is the negative impact
2 this would have on John's Marine in particular. It
3 may have a lesser impact on the mother's property,
4 Jan Ratliff's property, her driveway may have to be
5 extended to -- to join the new roadway, but we heard
6 for the first time tonight that what they're gonna
7 do is -- is -- if you see on here, and if you can go
8 back to that aerial -- oh, actually I'll use this,
9 is if we -- let me get the arrow, see this right
10 here? This is the -- John's Marine shop, I don't
11 know if all -- any of you have used John's Marine,
12 brought your boats there and their -- their dock's
13 out here on the lake and here's the shop and here's
14 the parking area out front, it's really a concrete
15 slab. That concrete slab is wholly within the
16 confines of Ratliff property. And you can see here
17 being bounded on the south side by the -- by the
18 road, by this black line in the center line of the
19 road. Now if this roadway is reconfigured to cause
20 a deviation from the existing roadway what that
21 happens it -- it -- what that causes is the Ratliff,
22 the John's Marine, to all of a sudden become
23 landlock or with no access to -- to any kind of
24 roadway to do business. It effectively shuts him
25 down. We heard from the developer, they don't want

1 that to happen and they're willing to extend this
2 concrete pad out to meet the roadway but what we
3 haven't heard is that how that's gonna happen from a
4 legal standpoint. How is that gonna occur? Because
5 in order to extend that concrete pad to be what's
6 now the proposed new roadway which is gonna be
7 wholly on the developer's property as a result of
8 this modification of the -- of this alleged easement
9 is that in order to do that the concrete pad and
10 access is gonna have to be on property owned by the
11 developer. So, in other words there's gonna be --
12 who's gonna own it, have the right to it, we haven't
13 heard an offer that there's gonna be an easement
14 granted, any kind of expressed easement to cross
15 that for customers to use it in order to access the
16 business. We haven't heard anything about an offer
17 to transfer ownership, a -- a portion of the title
18 to the property, the fee interest of the property,
19 in order to join the new proposed road right-of-way
20 or the paved portion of the road. Otherwise,
21 without that legal right, without some sort of
22 identifiable, recordable legal interest in that
23 property it's a bare promise to say that the -- the
24 Ratliff business, that John's Marine will have the
25 right to access and do business, otherwise without

1 that access that business gets shut down. There is
2 no other means of access for customers to come in
3 there with boats, trailered vehicles and -- but
4 trailered boats and also delivery vehicles. So that
5 is something that's been wholly absent in this
6 conversation tonight. So, we think that because of
7 the legal obstacles that this -- this -- this body
8 has is that you're being asked to do something
9 unique and what you're really unfortunately being
10 asked to do is put the ball on a tee for a lawsuit
11 because you're being asked to change an easement to
12 which all the parties are not in agreement. Being
13 chan -- asked to alter a roadway which is on Ratliff
14 property and developer property without getting the
15 consent of the other party, the Ratliff's to this.
16 It also there's been no demonstration how this is
17 not gonna have a negative impact on a business
18 that's been there for 39 years. This business pre-
19 dated the purchase of the property by the developer
20 by a long shot. And this business has been there,
21 it's a fixture on the lake, and in fact there is no
22 other -- if this -- and under Duke's Shoreline
23 Management Plan it's only this parcel of property
24 that's identified as used for commercial use in this
25 area. The rest of it is all residential. There is

1 no other place to move it. So if this business is -
2 - the ability to do business is here is hampered,
3 which they've done now for three generations this
4 family, is there's no other place to put it. Duke
5 Energy will never grant another community -- or
6 multiple dock permit, will not grant the use to put
7 a marina or any other marine repair facility
8 anywhere else on the lake, it isn't gonna happen.
9 So we believe firmly that the -- the developer
10 cannot demonstrate at least element D of this, in
11 addition to the fact that we think that there are
12 other deficiencies in some of the documents that
13 have been submitted to you. For instance, if you
14 look at the -- at the topographical drawing of the
15 engineer that has the -- the contour lines where
16 the, you know, the -- everything below the 804 line
17 is supposed to be sacred, under Duke Energy
18 Shoreline Management guidelines. And you look at
19 the conflict with that and the recently added survey
20 of Pioneer Land Surveying that shows a different 804
21 contour line, you'll find that the if -- if I'm
22 reading it right, if I'm reading the engineer's
23 topographic survey, which I think is document number
24 one on your documents which are available online, is
25 that a lot of this roadway is gonna be below that

1 804 line. And what's gonna happen there the way
2 they're gonna pitch the property it's gonna create
3 what we call a birdbath, and it's gonna create
4 instead of water taking a natural flow off of that
5 road from the -- from the east to the west --
6 actually the northwest to -- or north, northwest,
7 northwest to the east, what it's gonna do it's gonna
8 cause a big birdbath in the middle of that road and
9 the property is gonna drain toward the Ratliff
10 property. You could already see it when you go
11 there because they've done fill work and they've
12 added -- done grading work on that roadway already
13 which has already created a -- a deviation in the
14 contour of that roadway which is now gonna cause
15 water to pool either in front of that shop, in that
16 shop or cause flooding in that shop. And if you
17 look at the contour lines you'll find most of that
18 roadway that they're asking to put in I think it's
19 gonna be around the 802 line and if I'm reading the
20 engineer's drawings correctly. So I'd ask you to
21 take a look at the -- at Exhibit 1, which is on --
22 online, which I've pulled and compared that to the
23 Pioneer Land Surveying plat of survey which was
24 added today. And I think you'll see some
25 inconsistencies between those two documents that

1 raise questions. But I think the biggest questions
2 are the legal ones that cannot be solved this body.
3 I think that those can only be solved by either
4 order of a court or agreement of the parties, which
5 we don't have tonight. So for those reasons we're
6 asking you to deny this request, this application
7 for a variance. The negative impact on the -- on
8 the business John's Marine, a fixture on the lake,
9 is gonna be significant. We don't have any
10 guarantees of access to it. All we have is a map
11 that shows that there's no longer road access to the
12 property. And for those reasons we ask that you
13 deny the application and -- and let them do
14 something different. There's a way to put a private
15 drive in there. They may not get the density
16 development they want but they can put a one lane --
17 one lane drive all on their property. But this is
18 negatively impacting the Ratliff property and
19 changing the contours, the easement on their
20 property to which they have not agreed.

21 MR. CHAIRMAN:

22 I have questions, please, sir.

23 MR. MCDUFF:

24 Yes, sir.

25 MR. CHAIRMAN:

1 Number one, I could -- I could (inaudible) correct
2 you, Duke's 804 foot line is they own to the 804
3 foot line, Duke does on this property, they own it.

4 MR. MCDUFF:

5 Correct.

6 MR. CHAIRMAN:

7 They don't necessary place restrictions on all 800 -
8 - everything up to the 804, they place restrictions
9 on the first 25 feet, that's their buffer. It's the
10 same --

11 FEMALE VOICE:

12 No.

13 MALE VOICE:

14 It's the same thing here.

15 FEMALE VOICE:

16 Uh-uh.

17 MR. CHAIRMAN:

18 Same thing as a county. Duke -- Duke owns to the
19 804.

20 MR. MCDUFF:

21 Duke owns to the 804 but the problem is is this --
22 some of this property you'll see according to the
23 engineer drawing is between the boundary lines is
24 below the 804 line.

25 MR. CHAIRMAN:

1 We'll ask that later.

2 MR. MCDUFF:

3 Okay.

4 MR. CHAIRMAN:

5 We'll try and figure that out. Anyone have any
6 other questions?

7 MR. EAGAR:

8 I -- I have a question. Have -- have you had any
9 discussions with the developer at all about these
10 issues that you're bringing up tonight?

11 MR. MCDUFF:

12 I -- I have not and Mr. Brandt, their counsel, and I
13 know each other very well and we will -- we will
14 have discussions with one another. I think the
15 developer has had conversations with Jimmy Ratliff
16 from time to time. I have not been a party to
17 those.

18 MR. EAGAR:

19 Okay. So there is a willingness to -- to discuss
20 between the two parties?

21 MR. MCDUFF:

22 Well, yeah, and I'll tell you this is, I've been
23 doing this for 35 years, and there's never an
24 unwillingness to have a discussion. So, that was a
25 lawyer answer, how about that?

1 MR. CHAIRMAN:

2 Could you -- could you -- could we -- if we could
3 assume for a moment that -- that the -- that the
4 roadway has changed as proposed and that the added
5 22 feet connects the existing ramp into his business
6 with the roadway. How would -- would that -- if
7 you're allowed, and you're somehow figure out to
8 have access to the roadway, you're not prevented by
9 legal constraints, how is that going to negatively
10 impact, negatively impact Jimmy's business?

11 MR. MCDUFF:

12 Well, I think it -- I think it now it becomes when -
13 - let's assume all those things we get some sort of
14 guaranteed right of access to extend this by 22 feet
15 and you -- and you -- and the developer talked about
16 having a new and different and additional clientele.
17 These are very, very narrow roads to begin with. I
18 think if you look at the drawings I think one lane
19 at the narrowest point is maybe 10 feet and the
20 other is 11 feet. And I -- and I think you have
21 significant safety issues. If you're bringing in
22 delivery vehicles and you're bringing in trailered
23 boats and you're trying to dodge cars coming in and
24 out of this development, I think they're seeking to
25 put 19 homes in, we haven't heard whether or not

1 they're gonna allow short term rentals so there may
2 be higher density use than that, on very, very
3 narrow roadways. And then I submit to you too that
4 it would be virtually impossible if you had an
5 emergency back there to get more than one emergency
6 fire truck or anything else back in there without
7 grave difficulty. I think it becomes a significant
8 safety issue to the users of that facility, the
9 operation of that business, and the persons
10 traveling on that roadway.

11 MR. CHAIRMAN:

12 So what I hear you saying is you need the roadway to
13 run your business.

14 MR. MCDUFF:

15 The road -- yes, need -- have --

16 MR. CHAIRMAN:

17 The business needs to be on the roadway to run the
18 business?

19 MR. MCDUFF:

20 That absolutely, otherwise it's shut down. But I
21 know that we've heard the offer for the first time
22 that they'll extend it to the edge of the roadway
23 but that's gonna have to cross the developer's
24 property and there's been no offer of transfer of
25 ownership --

1 MR. CHAIRMAN:

2 I understand there's legal -- legal issues there.

3 MR. MCDUFF:

4 Legal issues.

5 MR. CHAIRMAN:

6 But I'm trying to understand if Jimmy pulls a boat
7 out of the water, he's pulled my boat out of the
8 water on occasion, pulls it up and has to back it
9 into his -- his repair facility, how is this change
10 going to impact -- impair that, assuming he's got
11 access to the road and everything, how is this gonna
12 impact that?

13 MR. MCDUFF:

14 Well if I can may do this, if I'm with your -- with
15 your indulgence. I would be -- cause Jimmy operates
16 the facility and Jay and so Jay or Jimmy do you want
17 to address that?

18 MR. RATLIFF:

19 Yeah, so let me -- I'm gonna -- I'm gonna take over.

20 MR. CHAIRMAN:

21 Please do.

22 MR. RATLIFF:

23 Give you a little more detail that -- that Mr.

24 McDuff might not have. Jimmy's --

25 MR. CHAIRMAN:

1 You're Jimmy?

2 MR. RATLIFF:

3 Sorry, I'm -- I'm Edward -- Edward John Ratliff,
4 Junior, also known as Jay Ratliff, Jimmy's older
5 brother.

6 MR. CHAIRMAN:

7 Jimmy's older -- so this is Jimmy here. That's
8 right.

9 MR. RATLIFF:

10 This is Jimmy.

11 MR. CHAIRMAN:

12 I've met with Jimmy before.

13 MR. RATLIFF:

14 So I -- Jimmy's handing out a letter that -- that he
15 addressed to the -- the Chairman.

16 MR. CHAIRMAN:

17 Uh-huh.

18 MR. RATLIFF:

19 And I'm not gonna read all this to you. I'm gonna
20 summarize a few points. I think that may answer
21 some of the questions that the -- that the Board may
22 have and then -- then we'll open it up for any other
23 questions beyond that. But first of all we're -- we
24 -- the family are not opposed to the developer
25 having access to their property. We are opposed to

1 a 19 home development that will have a crippling
2 detrimental impact to Jimmy's business and John's
3 Marine. The -- I think if you've been down there
4 before you would -- you would understand that. If
5 you haven't I would encourage you to take a trip
6 down Ellenburg Road and see that the end of county
7 maintenance that we talked about where the yellow
8 line ends and then go all the way to the end to see
9 where the backfill activities did occur. And then
10 you'll see how narrow it is and how crippling it
11 would be to Jimmy's business. If you have owned a
12 boat and backed a boat before then you know how
13 difficult it is and how wide of a swing that you do
14 need. And Jimmy has used full access of all of that
15 property from 585 Ellenburg Road, which is the next
16 adjacent piece up the road, which now Jimmy does --
17 does own but it's Jimmy's property himself, it's not
18 part of John's Marine. But that is where end of
19 county maintenance has ended and all the way down
20 'till Arrowhead Pointe has been maintained by the
21 Ratliff family and that's been for almost 40 years.
22 The -- the business was started in 1972 so next year
23 will be the 50th anniversary of John's Marine. So
24 we're gonna have a big party, I encourage you to
25 come. 1982 is when John Ratliff built the shop in

1 its current location and he's been operating it
2 there ever since with no -- no challenges and no
3 issues. Jimmy's son, Cameron Ratliff, who is here
4 tonight, is learning the business and wants to take
5 over and operate so he is now being mentored under
6 Jimmy to -- to run the shop. The business is the
7 livelihood for Jimmy and his family and has been for
8 a long time. The 31.9 foot bottleneck will have an
9 -- an impact to the repair shop. Vehicles coming in
10 and out, the large -- large number of vehicles,
11 emergency vehicles and all of that will impact
12 Jimmy's ability to not only park boats but back
13 boats into the shop and -- and pull boats out of the
14 water on his ramp. There are a couple of things I
15 want to address specifically with the variance
16 questions. I think that's important because that's
17 what the Board is -- is looking at. So I'll just
18 say in -- in order of questions one through four,
19 there are two questions in particular that -- that I
20 think the Board should consider. And the fourth one
21 is will the proposed variance result in an activity
22 that will not be of substantial detriment to the
23 adjacent uses or to the good of the public. And I
24 say it will have a dram -- a detrimental impact to
25 John's Marine. And to the good of the public as

1 well as all the folks that -- the fine folks you've
2 seen here, I mean Jimmy services and has been for a
3 long time. There was an incident one case where
4 Jimmy was lake testing a boat and he was over near
5 High Falls, he was waived down by a family who was
6 in distress. He went over there to help, dove into
7 the water, someone had drown and Jimmy spent several
8 times diving to the bottom looking for the
9 individual, pulled him out, pulled him to the
10 surface and he was awarded a commendation or
11 recognition by Oconee County counsel and that's --
12 that's in the letter so you can reference that and
13 see that. So I think it's -- it's important to --
14 to recognize that Jimmy provides a substantial
15 service to the community and the surrounding public
16 and how it would be impacted by putting these 19
17 homes next to his business. Then the second
18 question I want to address is question number two in
19 the package and that's, are the circumstances
20 affecting the subject property the result of actions
21 by the applicant or owner. So I'm not -- I'm not as
22 clear on the answer to this question. I will say
23 there is some suspicious activity that has taken
24 place. Mr. McDuff described it briefly about
25 activity between the 800, 804, 810, those are all

1 lines that lake property owners are familiar with if
2 you've ever dealt with Duke Energy. So the -- the
3 purchase property was the -- I'll -- I'll -- I'll
4 just talk briefly over here, it'll probably help.
5 So on -- on this map you can see this is the area of
6 -- of discussion or -- or interest and the property
7 was modified in this area that created the 31.9 foot
8 area here with the backfill activities. There are
9 inconsistencies in the surveys, 804, 802, 800
10 where's the FERC boundary and all that stuff.
11 Personally I'm not a -- a survey engineer but
12 reading the documents that were provided to the
13 Board I can see inconsistencies myself in there
14 which make me question how all of that was created
15 and -- and put together. The -- there is one survey
16 that's in the package by Pioneer Engineering, it's
17 dated August 26, 2021. That survey was conducted
18 after the backfill activities which the family
19 identified or first noticed July 31, 2021. And so
20 we -- we did identify that there were activities
21 happening, we approached the -- the folks that were
22 conducting the backfill activities, questioned what
23 was the -- the purpose of the fill. We were not
24 given any responses and we were not notified that
25 activities would be taken place on the property. As

1 I said in the beginning we're not trying to prevent
2 the developer from having access to his property.
3 The Harbor Oaks which is the -- the next adjacent
4 community which was mentioned by -- by the
5 applicant. We fully supported that community as
6 described. It was more customer base for Jimmy. It
7 was up the street which did not have a detrimental
8 impact to his business by preventing him from being
9 able to maneuver or service boats. So those are
10 some of the -- the points I wanted to point out.
11 There's more information in the letter that you can
12 -- you can read at your -- your pleasure and I'll
13 take any questions you may have.

14 MALE VOICE:

15 Could I -- could I ask a question, please?

16 MR. RATLIFF:

17 Yes, sir.

18 MALE VOICE:

19 Looking at your packet here that you sent us, that
20 you gave us, it looks like an older picture, black
21 and white picture.

22 MR. RATLIFF:

23 Oh, yeah, I didn't address the pictures, thanks for
24 that.

25 MALE VOICE:

1 Yes. And -- and it's -- it appears to be a gravel
2 road so at some point was it just gravel all the way
3 down --

4 MR. RATLIFF:

5 So --

6 MALE VOICE:

7 -- to the shop?

8 MR. RATLIFF:

9 So the history goes -- goes back to before Lake
10 Keowee was built. It was Route 1, Box 268, that was
11 mom's address and the road went all the way across
12 and it was a tar and gravel road. So an old -- old
13 designed road and then right at John's Marine there
14 was a split and there was a dirt road that went
15 across the lake over towards High Falls. And so
16 that road no longer exists. Route 1 went along the
17 -- the edge of the -- the shoreline here, came --
18 came down this way, went along here, then they went
19 -- went out. Now that portion of the lake is still
20 flooded, you can still see the tar and gravel under
21 the water and -- and it's there. The -- the end of
22 county maintenance stopped when about 40 years ago
23 when -- when dad started building the -- the shop
24 they stopped paving the road up here. So everything
25 from here down was maintained by the Ratliff family.

1 MALE VOICE:

2 So that was my question. So, the -- the area
3 because it's not obviously not a -- a gravel road
4 now, it is paved, so y'all paved that road?

5 MR. RATLIFF:

6 That's right.

7 MALE VOICE:

8 The -- Oconee County did not pave that road at any
9 point?

10 MR. RATLIFF:

11 That's correct. So, that's correct.

12 MALE VOICE:

13 Thank you.

14 MR. RATLIFF:

15 And you can, if you go out there you can see where
16 the tar and gravel ends. You can see where the --
17 the pavement has changed over the years. And then
18 in this -- this particular photograph here you can
19 see where the yellow lines end and where the --

20 MALE VOICE:

21 And y'all paved up -- up to that?

22 MR. RATLIFF:

23 That's correct. We've -- well, not -- not every
24 time the county's paved right, so I -- I think
25 someone mentioned that the -- the road is kind of in

1 disarray so we haven't kept up with it as much as --
2 as the county (inaudible).

3 MALE VOICE:

4 And my -- right. My -- my point is so if the -- if
5 you did that privately, y'all paved it privately,
6 the county never has paved that road because I would
7 hope to goodness that if the county did not have an
8 easement for that road that we didn't waste taxpayer
9 money paving the road. That's what I was getting --

10 MR. RATLIFF:

11 I can assure you taxpayer money was not wasted
12 paving that road. There is -- there is one -- one
13 more -- one more piece with the road. It -- it was
14 originally at some point a state road when it was
15 Route 1, Box 268, so -- so it was a state road at
16 some point and then I guess the state of South
17 Carolina went through a -- a -- I'm trying to -- to
18 transition all the roads to local governments and
19 that's when it became a county road, and that's when
20 it transitioned from tar and gravel to asphalt. So
21 it -- it was more -- more funds I guess to be able
22 to pave the road, so.

23 MALE VOICE:

24 Mr. Chairman, I have a question.

25 MR. CHAIRMAN:

1 Yes.

2 MALE VOICE:

3 The presentations that have been done tonight have
4 been very articulate and very understanding but the
5 thing that I'm struggling with is it -- it's clear
6 that you're saying that the -- you want the
7 subdivision to go ahead and have -- have a sub --
8 and give them access to that subdivision, they say
9 that they want Jimmy's to be -- John Marine to
10 continue to -- to do well and to prosper and not do
11 anything that would inhibit their business. So it
12 seems like the thing that's stopping this is what is
13 it that can be done to John's Marine that would make
14 this whole process work?

15 MR. RATLIFF:

16 Yeah, I -- I agree. It -- and that --

17 MALE VOICE:

18 It just seems so -- I mean we're listening to these
19 things like a ping pong, you know, game back and
20 forth and back and forth but yet there's no see if
21 they're cutting the -- the fundamental issue is what
22 needs to be done to make both sides happy? Let's do
23 it.

24 MR. RATLIFF:

25 I agree and the -- the challenge with that is all of

1 the governmental entities that would need to approve
2 the changes to be able to make that work. The
3 county being one, Duke Energy being one, potentially
4 FERC being one as -- as FERC is the one who approved
5 the Shoreline Management Plan for Lake Keowee and
6 where commercial marinas can currently exist. So
7 right now the -- the FERC requirements say that the
8 only commercial marina in the center of the lake can
9 be in -- in this -- this location at -- at John's
10 Marine. It -- and you can look at that on the map
11 it's the -- if you bring -- bring up the -- the
12 satellite image that we had. Right here. So,
13 commercial marina to here and then it -- then it
14 stops. So the remainder of this which is Jimmy's
15 property, which I'm not part owner in, the -- cannot
16 have a commercial marina. So it -- it can't exist
17 there. Not unless Duke amends the Shoreline
18 Management Plan and gets that approved by FERC. So
19 that's the -- the challenge there. And Mr. McDuff's
20 the legal guy, I'm just the --

21 MR. MCDUFF:

22 (Inaudible) if I may add to your question. I think
23 again, and I don't want to -- I don't want to
24 minimize the authority of this body. But I think
25 what the developer is asking this body to do is to

1 do something it does not have the legal ability to
2 do because this is an area of private property and I
3 think this can only be achieved through private
4 agreement if anything, not through government action
5 because it's -- if you look where the county road
6 ended and what the Ratliff's did and the county's
7 involvement with this roadway, this is all private
8 property and so in alteration of this roadway can't
9 be affected by any kind of ruling from this body.

10 MALE VOICE:

11 That's all (inaudible).

12 MR. CHAIRMAN:

13 Okay.

14 MALE VOICE:

15 That was my question is if the county doesn't
16 maintain it all how can the county --

17 FEMALE VOICE:

18 Have any authority.

19 MALE VOICE:

20 Yeah, have any authority.

21 MR. CHAIRMAN:

22 We'll ask staff to answer that in a second here.

23 MALE VOICE:

24 Okay, thank you.

25 MR. CHAIRMAN:

1 If we could -- if I could just go back to kind of
2 the day-to-day operation, pull in with my boat, go
3 up on Jimmy's trailer and he pulls my boat up to
4 back it in. It sounds to me like if they extend the
5 road to the south that gives Jimmy more room to pull
6 up and back in. And -- and really enhances his
7 ability to handle boats from the water. Aside from
8 the crow -- I understand the crowding is an issue
9 but aside from that it sounds like it doesn't impact
10 the effect -- the ability of my boat to get service.

11 MR. RATLIFF:

12 And so you bring up a great point for us to have
13 conversations that are irrelevant to the Board. And
14 I think that's -- that's a good conversation to
15 have. I'm surprised that we've made it to this
16 point and haven't had open conversations. And --
17 and I'm also surprised that there were documents
18 that were presented at the 11th hour that had
19 changes and suggestions to things that are offered
20 to the family that no family member has been privy
21 to.

22 MALE VOICE:

23 Okay.

24 MR. RATLIFF:

25 And -- and so that -- that just kind of puts red

1 flags up for me personally. I -- I don't -- I don't
2 know how the remainder of the Board feels. And one
3 last point is the -- the developer doesn't need the
4 variance to be able to develop the property, I think
5 that's important. The --

6 MALE VOICE:

7 Well let me ask the question because I thought you
8 said at the beginning, you're okay with development
9 of fewer home sites, not the 19?

10 MR. RATLIFF:

11 That's right.

12 MALE VOICE:

13 You're okay with the three or four, you're not okay
14 with the 19?

15 MR. RATLIFF:

16 That's correct.

17 MR. CHAIRMAN:

18 As I understand it that speaks to county regulations
19 up to was it four -- three or four home sites, all
20 you need is a driveway that has a single lane and
21 you've got plenty of room to do a single lane there.

22 MR. RATLIFF:

23 Private -- private road, there's plenty of room.

24 MR. CHAIRMAN:

25 Private road, whatever the terminology is, anything

1 over that you have to have a full fledged access
2 road.

3 MALE VOICE:

4 Okay.

5 MR. CHAIRMAN:

6 At this point let me -- let me ask staff, what about
7 this legal issue of does the county have the right
8 to specify this road, to allow this road?

9 MALE VOICE:

10 Well I am not an attorney.

11 MR. CHAIRMAN:

12 Okay, I understand. We already -- so all this legal
13 stuff I -- I don't think we're gonna address but I -
14 -

15 MALE VOICE:

16 What I would say is I've interacted with enough
17 attorneys to know that I should not say anything. I
18 have been deposed enough times to know that I
19 shouldn't say anything.

20 MR. CHAIRMAN:

21 That's fine. That's fine I just -- that's fine.

22 MR. MCDUFF:

23 And -- and obviously I'm not the final authority
24 what the law is, that's -- that's a judge with a
25 robe on. I don't wear a robe. But I -- I -- Mr.

1 Chairman, I think that I -- again, I just want to --
2 maybe I'm beating a dead horse is that I think what
3 the developer is asking you to do is something that
4 in -- in concept you may be have an argument that --
5 that if they extend this pad 22 feet or whatever I
6 don't know whether it'll provide greater
7 accessibility but the problem is is that this is
8 private property owned by private parties on a
9 private paved roadway. I just don't think we have
10 any jurisdiction to be able to entertain this.

11 MR. CHAIRMAN:

12 I hear what you're saying. Okay, do you folks have
13 anything more? You -- you've presented -- a good
14 detailed presentation of why you're against the
15 proposal.

16 MR. MCDUFF:

17 Yeah, we have.

18 MR. CHAIRMAN:

19 We've got a lot of other folks to hear from on what
20 the impact might be on the neighborhood.

21 MR. MCDUFF:

22 Thank you for your time.

23 MR. CHAIRMAN:

24 Okay, thank you.

25 MR. RATLIFF:

1 Thank you, Chairman.

2 MR. CHAIRMAN:

3 Okay, at this time, find my list, other comments
4 from the public please. First on the list is Mike
5 Johnson.

6 MR. JOHNSON:

7 I'm impressed with the size of groups that you all
8 are able to get. We are not able to get nearly that
9 kind of (inaudible).

10 MR. CHAIRMAN:

11 The Planning Commission is just -- just irrelevant,
12 that's all it is.

13 MR. JOHNSON:

14 Good evening, Board Members. My name is Mike
15 Johnson. I'm a Planner Commission for Oconee
16 County. While I'm not here to speak on behalf of
17 the Planning Commission nor for Oconee County, I do
18 bring experience with regard to public interest to
19 private property rights and a discussion on these
20 ordinances. I'm often reminded, especially that --
21 that it's my responsibility as a planning
22 commissioner to rise above the noise and make sure
23 that I'm looking at the issues and not the opinions
24 to make sure everyone's rights are equally
25 protected. Tonight we're talking about and what I

1 thought this BZA hearing was about was about a
2 right-of-way easement that's not the 50 feet that is
3 required by the county to fit into this gap to get
4 open. I didn't think anything else was of issue
5 tonight but many of the residents are completely
6 unaware that Oconee County has clear definitions for
7 driveways, drives and roadways. Many residents are
8 shocked to hear that their drive if it services more
9 than three homes under today's -- under today's
10 ordinances they would be required to have a drivable
11 surface that's 20 foot wide, built of a certain
12 depth of material and the county requires a 50-foot
13 right-of-way for access. Now many of us know there
14 are a lot of small lots and small roads out there
15 with four or more homes that don't have a 20 foot
16 wide surface. But people would probably be shocked
17 to know that many of the lake front subdivisions
18 while having a 20 foot wide road have significantly
19 less than this 50 foot wide right-of-way that's
20 required. Keowee Key, Harbor Oaks, Waterside
21 Crossing, Waterford, Waterford Pointe, The Summit,
22 Beacon Shores, I could go on and on that all have
23 roads that would not be able to be built today under
24 the 50 foot right-of-way standard. Waterford
25 community for example has 39 lots accessible by

1 roads with a 30 foot wide easement. Waterside
2 Crossing and Waterford Pointe each have 17 lots
3 accessible only by a private road that would -- and
4 they would be standing in front of you today saying
5 we need relief from this 50 foot wide easement.
6 Keowee Key with its many topography changes wouldn't
7 exist in the way it looks today if they had to
8 follow the current 50 foot wide easement for these
9 20 foot wide roads. See back in the day there was
10 no such thing as a 50 foot wide easement for private
11 roads. So these subdivisions could go oh, well if
12 we can't adhere to the 50 foot public we'll just
13 call it private and move forward. But, private road
14 ordinance changed in 2013. You can go on the Oconee
15 County website under roads and bridges and you can
16 see the ordinance highlighted with changes, signed
17 by counsel on July 16, 2013. It says the ordinance
18 amends Chapter 26, Section 26-2 under private road
19 standards. Then it highlights these changes. The
20 ordinance appears to bring private roads up to match
21 public road right-of-ways, that 50 foot. So any
22 conversation about a developer should've known or
23 should've been there when the time of purchase
24 probably just isn't true. But, now I wasn't on the
25 Planning Commission at the time but it appears from

1 the county website that this creating of private
2 drives and road ordinance that the county president
3 -- predecessors seemed to do a copy paste mechanism
4 to make the private roads have the same or very
5 similar rules as the public roads. So it's actually
6 my belief if the road ordinance was under
7 consideration today someone would be calling it a
8 private land grab of private property, taking and
9 making private residents have this 50 foot wide
10 width. But since this right-of-way now applies to
11 all roads with over three homes that it services the
12 relief of this ordinance should be considered. And
13 it's my understanding they're standing here today
14 talking about this 50 foot wide point that they only
15 have 30 some odd feet to go through. They're still
16 doing the 20 foot wide road and my understanding is
17 that's what this ruling is on tonight, not many of
18 these other things that I think are very valid from
19 both parties that need to be discussed and it sounds
20 like that both parties are very willing to discuss
21 them. But the 50 foot wide easement is for private
22 roads and before that ordinance was put in place
23 developers when they were accessing for these lake
24 front subdivisions that have points and peninsulas
25 they would simply have to go oh, it's a private

1 road, doesn't have to fall under county rules -- or
2 of the public road right-of-ways. Now, everything
3 does if it's more than three homes. So, thank you
4 for your time.

5 MR. CHAIRMAN:

6 Thank you, Mr. Johnson. Maggie Johnson?

7 MS. JOHNSON:

8 We're the dynamic duo tonight. Good evening. My
9 name is Maggie Johnson and I came to you today as a
10 neighbor and property owner on Knox Road near John's
11 Marine. My personal home is also very near to Jimmy
12 and Lucretia's personal home. I have and will
13 continue to support his business both at John's
14 Marine and whatever businesses may come in the
15 future. My support of his small business has been
16 longstanding. He's cared for my own personal boats
17 and I've referred every single person that's wanted
18 marine service in the last 10 years to Jimmy,
19 without exception. I support his small business the
20 same way we all do. We invest in the business. We
21 pay for them happily. We're grateful. Jimmy's
22 business is not going to suffer in any way but will
23 rather benefit from this newest addition of Lake
24 Keowee homes and the improvements of his property.
25 I would like to make clear that not everyone in the

1 area is against this latest development, nor its
2 location or access. While I'm not a paved paradise
3 and put up a parking lot proponent, that's not
4 what's happening here. Yes, there are many quality
5 residential lakefront developments in our area and
6 if you live in one I beg you to remember the
7 gratitude you must have felt to become a part of
8 this community. I know our family has loved
9 establishing our community around this county for
10 the last 10 years. I'm a South Carolina native but
11 much of our family has come from North Carolina and
12 Texas and I've been thrilled to welcome them to the
13 closest thing to paradise I've ever known. I'm sure
14 you've all experienced people wanting you follow you
15 here. I am disappointed by the members of our
16 community who have decided that now that they have
17 their own slice of paradise no one else can have
18 any. I would like to make clear that it is not our
19 decision as residents of this county to police how
20 many people move to Lake Keowee. I get it. We have
21 more lake traffic than ever before. My personal
22 lakefront property is in a highly frequented cove
23 and during boating season it's not unusual to have a
24 dozen boats sitting in the cove and on the beach.
25 Do I run them off, jump on Facebook to vent or

1 complain or lobby in some way for their removal?
2 Absolutely not. In fact on busy lake days I like to
3 walk down to the water and welcome them to the area.
4 I've made friends that way and most people are
5 respectful and friendly and just so grateful to have
6 an opportunity to enjoy this beautiful place. Who
7 am I take that from them? I'd like to suggest that
8 perhaps one day you too would enjoy welcoming a few
9 more grateful friends and family members to our
10 beautiful area. I support the developers an
11 alienable right to develop this piece of property as
12 was always their intention and I do not believe an
13 adjacent property owner has a right to infringe upon
14 those inherent rights. Let me give a related
15 example. Jimmy has a lot of property in the area.
16 He has an expansive personal portfolio of property,
17 several parcels of which adjoin my personal
18 property. He has suggested it's his intention to
19 build a commercial storage building complex and a
20 commercial boat dealership at the corner of Evatt
21 and Knox road, happens to be where my driveway is
22 too and that's okay. He owns the property. That
23 would combine his combination home and boat storage
24 lot plus the additional two businesses into
25 something of a commercial plaza right there on Knox

1 Road. If traffic is our issue here let's consider
2 what that might mean for traffic patterns for all of
3 the communities accessed down Knox and Ellenburg
4 Road. While I may not love these commercial ideas
5 as a resident I would never deny him his rights to
6 use his property and develop it as he is permitted.
7 In fact if he were being challenged right now I'd be
8 up here supporting him. I am also not blaming him
9 for the impact that those businesses might have on
10 my enjoyment of my property. Those are his rights
11 and they should be defended. The developer involved
12 here has the same right to pursue their intended use
13 for their investment. I also live adjacent to
14 another newer development where homes are under
15 construction. Yes, the sounds of traffic of
16 construction are present during this phase. Almost
17 done. I promise I'll be quick.

18 MR. CHAIRMAN:

19 (Inaudible).

20 MS. JOHNSON:

21 I've never once thought I'd have to complain about
22 our local businesses and residents. I'm surprised
23 and disappointed at those who only see one person's
24 side. One more thing. John's Marine is a very
25 successful business, thanks in no small part to the

1 residents of the many developments on Lake Keowee
2 and in this room. This situation's obviously
3 personal to me and I've been terribly disappointed
4 in all the recent noisy chatter in our community.
5 I'm saddened by the friendships altered and the
6 misinformation running rampant throughout our
7 beautiful area. I ask you to rise about the chatter
8 to make a sound and reasonable decision. Thank you.

9 MR. CHAIRMAN:

10 Thank you, Ms. Johnson. Edward Ratliff.

11 MR. RATLIFF:

12 That was me, I'm sorry.

13 MR. CHAIRMAN:

14 Oh, so you're -- you've had your chance. Mr. McDuff
15 you've had your chance.

16 MR. MCDUFF:

17 I could say more if you want.

18 MR. CHAIRMAN:

19 I'll pass on that right at this moment thank you.
20 Sherri Crisp.

21 MS. CRISP:

22 I'm gonna pass.

23 MR. CHAIRMAN:

24 You're going to pass?

25 MS. CRISP:

1 Yes.

2 MR. CHAIRMAN:

3 This is your chance.

4 MS. CRISP:

5 That's all right.

6 MR. CHAIRMAN:

7 Gary Colderson, Cold --

8 MR. COLDERSON:

9 That's me but I'm gonna surrender my time.

10 MR. CHAIRMAN:

11 You sure now? I want everyone to have a chance to
12 say something. Yes, sir. Chad Knot.

13 MR. KNOT:

14 That's me. My name is Chad Knot. My wife and I own
15 555 Ellenburg Road and we also own two other
16 properties on Lake Keowee and a third property --
17 fourth property in Oconee County and very thankful
18 that you guys are here, able to hear a lot of folks
19 speak over this issue. Obviously I'm familiar with
20 this property. I've had a boat run out of gas at
21 some point in time and I trespass on the property to
22 go back to my house and get some gas and fill my
23 boat back up. What I'd like to talk about is really
24 what does it look like in the context of these four
25 prongs that we just been talking about. Is the

1 property peculiar? Do the conditions apply to
2 another property? How does it impact their
3 utilization, and four, does it harm other property
4 owners? Now there's been a lot of conversation over
5 the issue of the road right-of-way whether
6 regulations were in place back in 2008 when they
7 acquired the property. But I would like you to take
8 a look at the plat that they acquired the property
9 under, just so you can get a -- a good visualization
10 of what it looks like when they bought the property.
11 And then I want you to consider the thought of
12 developing the subdivision based on that shape
13 configuration.

14 FEMALE VOICE:

15 Sir?

16 MR. KNOT:

17 This -- yes?

18 MALE VOICE:

19 When you're done if we can -- you can use it while
20 you're talking but we just need a copy for the
21 record.

22 MR. KNOT:

23 I think I may have another one.

24 MALE VOICE:

25 Okay, yup.

1 MR. KNOT:

2 So I think what is a good question that Mr. McDuff
3 brings up is the whole issue of the right-of-way
4 itself that where is county maintenance, right.
5 Where does the county maintenance end and if the
6 county does not have a prescriptive right to the end
7 of Ellenburg then where does it end and if the
8 county does not have a prescriptive right then who
9 owns the property, who has a right to grant the
10 access. So what I'd like to do for a moment, if I
11 can look here and draw your attention to this
12 sketch. This white line attempts to identify what
13 we believe to be the prescriptive rights of Oconee -
14 - or excuse me, Ellenburg Road and then perhaps a
15 new road that's coming in based on the development
16 of the subdivision. Let's assume that Oconee Ave --
17 Oconee County has the prescriptive right to the
18 existing asphalt, right, we've seen the developer
19 say hey, Mr. Ratliff, Mr. Jimmy, we will give you
20 the property, we will let you expand down to our
21 property line where the new road's gonna be. There
22 is a critical legal issue there that if in fact
23 Oconee County has a prescriptive right then Oconee
24 County must go through the abandonment process in
25 order for the title and the ownership and control of

1 the area to even be given to Mr. Jimmy. The
2 developer doesn't have that power and frankly Jimmy
3 doesn't have that power. (Inaudible) of question of
4 who has the right to help Mr. Jimmy in his
5 management of his marine service? If Oconee County
6 does not have a prescriptive right then the Ratliff
7 family is who owns the dirt and the Ratliff family
8 is who can provide legal access to this end tract,
9 the Arrowhead tract, right? If Oconee County has a
10 prescriptive easement then the developer does not
11 have the right to give the property to Jimmy to aid
12 in his business. That's a critical issue that must
13 be addressed. Secondly, if we look at the way the
14 Oconee County prescriptive easement is if we assume
15 that they have an easement, let's look at the
16 traffic flow. What is it like for a car to be
17 traveling east on Ellenburg Road and then trying to
18 contemplate if in fact Oconee Avenue -- I keep
19 saying Oconee Avenue, that's another subdivision,
20 Oconee County has a prescriptive right for this area
21 then they have a prescriptive area and a requirement
22 and a liability to the county to maintain that road.
23 Then if they have to maintain this road and this
24 road is here as a new private road (inaudible) car
25 coming down the road how do they figure out where to

1 go? Do they just run into the end of this road and
2 crash or do they take and try to curve and
3 understand where they have to head to get into the
4 subdivision? Perhaps it will be something that can
5 be discovered down the road but I think it's a real
6 issue of how do you address traffic in such an
7 unusual situation. The right-of-way issues of 50
8 foot versus 31 foot, I mean, if you really thought
9 about the percentages it's almost a 56.7 percent
10 reduction in what they're asking for. Pretty absurd
11 reduction in my opinion. When we get to the issue
12 of does it impede their property right? No. They
13 can obviously build on the property. We have
14 learned that they can build three or four houses and
15 they don't need the road. So the issue of
16 utilization of the property is not impeded by you
17 denying the variance. This is another unique
18 situation with the property that I think Oconee
19 County must take into the consideration. We've seen
20 several different drawings. We've seen sketches
21 from the engineers, I hope we got enough for these -
22 - of this, for y'all as well. We've talked about
23 elevations, right. We've seen and understand that
24 the property may include property that's very close
25 to the 804 line; it may or may not be above 804.

1 MALE VOICE:

2 I got one (inaudible) got lucky.

3 MR. KNOT:

4 If y'all were to look at the deed into their
5 ownership of the property of 2008 you'll see that
6 the first exception in their deed says that the
7 property is subject to a flood easement to the 810
8 foot flood line, the exact language reads, flood
9 easements in favor of Duke Energy Carolinas, LLC and
10 repairing rights of others including but not limited
11 to the flood easement to flood to the 810 contour
12 line. I don't think there's a dispute between the
13 developer or even the Ratliff family or any of the
14 neighbors that the property is under 810 feet. Have
15 y'all considered approving a road system in which
16 the road could be flooded? That's a design issue.
17 That places Oconee County with liability. You're
18 not gonna get off with sovereign immunity in that
19 situation. I have no idea if Duke is ever gonna
20 flood to 810 feet. We have no idea. I can't
21 predict that but they have a right to. What would
22 it be look like -- what would it look like for the
23 county to have to deal with such a situation?
24 Another component that is very odd in this
25 particular development of a subdivision is the

1 curvature of the road. I don't know if y'all have
2 been out there to look at the subdivision or not but
3 it's not your standard access coming in off of a
4 road where you have a straight ingress and egress
5 into the subdivision. In order to get into this
6 particular development the way it's been designed,
7 and I'm fascinated with the engineer's, I'm an
8 engineer, my dad was an engineer, he picked up Cape
9 Hatteras Lighthouse and moved it and set it back
10 down, his name's engraved on the thing, it's kind of
11 cool; I love engineering work. And I love seeing
12 the drawings of trying to figure out how to make
13 something work. But I think practically speaking
14 when you're looking at the safety of travel of cars
15 ingress and egress into the development, with or
16 without boat trailers, please I encourage you to
17 visit the site and look at it. The radius deviating
18 around the southern area to get the road to stay
19 within the property lines of the developer's
20 property and then deviate back north will cause
21 traffic accidents. There will cause -- there will
22 be automobiles that will interfere with each other.
23 I would encourage you to look at the site. I'm not
24 aware of any other subdivision development where
25 y'all have approved the access based on such

1 curvature being in place as part of the subdivision
2 plan. We've already discussed the issue of Oconee
3 County's prescriptive right and y'all's duty to
4 maintain Oconee County's potential duty to maintain
5 the existing black asphalt. There's obviously a
6 dispute, right. Mr. McDuff has brought up the issue
7 so does Oconee have this right, did they not have
8 this right? Who paved the road? Who does not pave
9 the road? Where's Oconee County stopped? Where
10 does Oconee County exist? This is a critical issue
11 as to what the developer's right are in the
12 subdivision. But more so if Oconee County does not
13 have the right then who has the right to maintain
14 the access getting up to this subdivision, which
15 presents another safety issue. And we've talked
16 about John's Marine, the whole issue of how
17 (inaudible) will maintain -- or how this development
18 would impact John's Marine and Jimmy's livelihood.
19 I've been down there myself. My boys and I have
20 raced to see how fast we can get our jet skis in the
21 ramp and get off Jimmy's property. Jimmy knows he
22 is compensated for my right to use his boat ramp.
23 Our record right now is 45 seconds, we can drop the
24 skis off, get them in the water in 45 seconds but
25 nonetheless it is an issue with getting boat

1 trailers in and out of the driveway in his parking
2 area where his building is located relative to the
3 road right-of-way, relative to the asphalt and even
4 relative to this new road system that's going to be
5 put in place. Lastly, if we think about on the
6 appellate court level, in Rush versus City of
7 Greenville, this is a Supreme Court case of South
8 Carolina. It says going further and assuming that
9 they will suffer substantially in a financial way
10 this is obviously the only hardship that could
11 possibly be expected to result to them and that
12 alone is not sufficient. Although it is an element
13 in the situation which is entitled to fair and
14 careful consideration, mere disadvantage and
15 property value or income, or both, to a single owner
16 of property, resulting from application of zoning
17 restrictions does not warrant relaxation in its
18 favor on the ground of practical difficulty or
19 unnecessary hardship. Therefore, the financial
20 considerations of whether the developer may or may
21 not be more profitable in the subdivision cannot be
22 taken into consideration in the variance request.
23 And that's what the Appellate Court is gonna look at
24 if it heads in that direction. Therefore, and is
25 the property peculiar? I have to say yes. Is the

1 property -- the property is probably peculiar,
2 you're gonna -- you're gonna be able to check that
3 box. Do these conditions do not apply to other
4 properties? There are plenty of properties that are
5 flag pole lots in this county that have very limited
6 road frontage, and guess what they don't get
7 developed. You have regulations that prevent
8 development of such properties. That's why you'll
9 have these regulations. So that fact that just
10 because they have a snaky access to the property
11 that alone is not sufficient to warrant the
12 variance. There are plenty of properties that have
13 unusual topography or unusual access. Third,
14 utilization, can you utilize the property?
15 Absolutely. They can build four houses on it. I'm
16 willing to wire transfer some money to Mr. Andy Lee
17 tomorrow for a five acre tract if you'd like me to
18 do that. But nonetheless, the property can be sold.
19 The property can be developed and property can be
20 utilized. Whether it can be utilized for 19 lots is
21 a matter of the subdivision regulations. Lastly,
22 does it harm? Yes, there's harm. There's increased
23 traffic. There's impact on possibly Mr. -- Jimmy's
24 Marine. There's other houses on Ellenburg Road that
25 have to deal with the right-of-way of Ellenburg not

1 at this location but west of this location and
2 closer to Knox Road where the Ellenburg snakes in
3 and out and the traffic will obviously impede that
4 safety of cars coming and going. And so for all the
5 above reasons I feel that the variance should be
6 denied and I don't think the four prongs can
7 satisfactorily be approved in order for you to grant
8 the variance.

9 MR. CHAIRMAN:

10 Thank you, Mr. Knox -- Knot, excuse me, Knot. Chris
11 --

12 MALE VOICE:

13 (Inaudible).

14 MR. CHAIRMAN:

15 Chris Holder?

16 MR. HOLDER:

17 I'd like to thank the Counsel for their time. My
18 name is Chris Holder. I live in Greenville, South
19 Carolina but I grew up on the north end of this lake
20 in the 70's and 80's when my family's land, the
21 farmhouse right by Highway 11 bridge and the girls
22 camp were about the only thing that was out there.
23 So I spent the majority of my life on this lake.
24 And I just want to make a couple of points. If you
25 refer to some of the pictures that are in the back

1 of Jimmy's letter it's very easy to see where his
2 pad ends, where the proposed extra concrete would
3 be. This is very much, if you've not been there,
4 it's very much like a cul-de-sac without being round
5 and Jimmy requires all of that land to be able to
6 operate, pull boats in and out. And I can see at
7 some point in time, especially if there are 19 homes
8 on this piece of property that he's gonna be pulling
9 a boat in after dark or even during the day and
10 there's gonna be so much traffic on that road that
11 eventually an accident is going to occur, especially
12 with the jog in the road that they're proposing.
13 The other thing is is a pragmatic issue. Ellenburg
14 Road is not much more than a big driveway if you've
15 been down it. And it makes me nervous as all get
16 out going down the road without a boat on the back
17 of my truck and I can't imagine what it's gonna be
18 like over probably the next 10 years if this were to
19 be approved what the traffic would be like on that
20 road because about halfway up Ellenburg Road through
21 the twist there's a 60, 70, 80 foot drop that goes
22 at least a football field in length through those
23 curves. So, it is a very narrow road. It's one
24 that has to be travelled very slowly and if you've
25 got that many homes and people coming in and out

1 you're eventually going to have an accident. But
2 from a pragmatic standpoint the way I see it and
3 what they're proposing he's gonna be out in that
4 road dozens of times a day and eventually that's
5 gonna cause an accident. That's all I have to say.
6 Thank you for your time.

7 MR. CHAIRMAN:

8 Thank you, sir. John Reeves.

9 MR. REEVES:

10 You have enough to deal with; I'm going to surrender
11 my time.

12 MR. CHAIRMAN:

13 You're welcome to say something. Roger Chapman?

14 MR. CHAPMAN:

15 Yes, the same -- same response. I'll pass. All
16 those before me have succinctly, more than
17 succinctly, addressed my concerns recommending that
18 you oppose this.

19 MR. CHAIRMAN:

20 Thank you for your consideration, sir. John Martin.

21 MR. MARTIN:

22 I'm John Martin. I've been down here in South
23 Carolina about 20 years now. Jimmy is the best boat
24 mechanic I've ever had. And I've been doing this
25 for a long time; I had a lot of boats in my life. I

1 don't want to lose him. I don't want him to lose
2 his business. He has gotten me out of Lake Keowee a
3 couple times with a rope and boat. He -- I've used
4 his facility both pulling in boats and I use it now
5 as a boat access because I don't have a trailer
6 anymore. So, what this scares me as a customer is
7 I'm gonna lose the best boat mechanic I know.

8 Number two, what I'm starting to learn is if this
9 becomes a legal issue Oconee County is gonna have to
10 go to court and I'm an Oconee County resident which
11 means we're gonna be paying for this. Is that
12 correct, Mr. McDuff?

13 MR. MCDUFF:

14 I'm hoping somebody's gonna pay for me but that's
15 (inaudible).

16 MR. MARTIN:

17 And I don't think our money should be spent on legal
18 fees for this and I'm strictly against approving
19 this variance. Thank you.

20 MR. CHAIRMAN:

21 Thank you, Mr. Martin. Frank Powell?

22 MR. POWELL:

23 I surrender my time.

24 MR. CHAIRMAN:

25 Thank you, sir. Those are all the people who have

1 signed up. Anyone else want to say something?

2 MR. BRANDT:

3 If I may, I will not take as much time as Mr.

4 McDuff. I'm Larry Brandt, I'm an attorney --

5 MR. CHAIRMAN:

6 Mr. Brandt, could -- could we wait until we're

7 finished with the -- we're gonna have a chance for

8 rebuttal from the --

9 MR. BRANDT:

10 Yes, okay.

11 MR. CHAIRMAN:

12 -- from -- from your camp.

13 MR. BRANDT:

14 That'll be fine.

15 MR. CHAIRMAN:

16 Is that okay? So --

17 MR. HADLEY:

18 I'd like to say something.

19 MR. CHAIRMAN:

20 Yes, sir. State your name, please.

21 MR. HADLEY:

22 My name is Bruce -- Bruce Hadley. I live in Seneca.

23 And, you know, from listening to all this, I don't

24 see how you all can vote on this based on that land

25 where that road is out in front of him is private

1 property. That's my first observation. My second
2 observation is is there's no other facility on the
3 north end of the lake that is like this and you all
4 haven't planned for that -- another facility to be
5 put in somewhere else and that's poor planning.
6 That's my observations.

7 MR. CHAIRMAN:

8 Thank you, Mr. Hadley. Who's next? Man in the
9 center here.

10 MR. STEELE:

11 Barry Steele, I live on the lake, oh, 35 years. I
12 guess I've known Jimmy since he was in --

13 MR. RATLIFF:

14 Born.

15 MR. STEELE:

16 -- elementary school. Born. Born. My concerns are
17 as far as the way -- right now they have trouble
18 getting 50 feet. They're -- they're fighting for 50
19 feet. They've taken land that was what I've been
20 all the -- through all these woods over the years
21 and I believe that it was well below the 804 that
22 they've been backfilling into. So I think they've
23 artificially raised up the level of the ground, the
24 land that was been lost to the lake and erosion.
25 Which brings me to the question is as they move the

1 road, if that's their intention, what is their
2 intention to stabilize the -- the shoreline in order
3 to prevent new erosion that's gonna take it from 32
4 feet down to 20 feet. I haven't seen anything in
5 their plan about that. Additionally, we're talking
6 about delivery trucks. You guys are talking about
7 delivery trucks like it's a UPS truck and you're
8 gonna turn it around in 40 feet. A lot of their
9 truck -- their deliveries come in on a tractor
10 trailer, 40-foot trailer. We're talking about a
11 boat engine where you got to lift it out with a sub
12 -- with a forklift. One lane is gonna be blocked as
13 long as it takes for them to get that thing in
14 there, for Jimmy to come to the shop if he's out on
15 a call to pull that engine out. That's gonna take
16 this down to one lane. So you may as well assume
17 that this is gonna be a one lane road whether you
18 add to it or not. There's just nothing you can do
19 about that because that's part of doing business.
20 You're not gonna get a -- a semi truck off the road
21 there. So -- so essentially the cul-de-sac's that
22 they're talking about that are gonna be so useful
23 that may make UPS happy but it's not gonna do
24 anything for a semi. Thank you for your time.

25 MR. CHAIRMAN:

1 Sir?

2 MR. COOPER:

3 My name's Doug Cooper, I'm the president of the
4 Harbor Oaks HOA and I'm not gonna go over all of the
5 stuff that's already been beat to death and there's
6 a lot -- lot of info to -- information there. One
7 thing I want to say about our community is we love
8 living where we live. We're thankful for it. We
9 realize -- I live at 566 Ellenburg Road. I don't
10 know how you've managed to work where county road
11 services stop, don't stop, but there's at least
12 three different spots out there over several
13 hundreds of yards where it looks like it went
14 overtime. That again I would encourage you as Mr.
15 Knot did to please individually go back down there
16 and personally walk it. And I think July 31st at
17 7:00 in the morning on a Saturday morning, seven
18 truck load tri-axles came in and backfilled things
19 that you already been given photos of. Delivery
20 trucks and things like that there's only my house
21 and a rental house, Chad's house and another house
22 on that road. Because when you come into Harbor
23 Oaks, the tractor trailers have to pull into Rolling
24 Wood Drive, and then back all the way from there
25 down to John's Marine to unload or load whatever

1 needs to be done, and these are tractor trailers.
2 They don't back up quickly. They don't stay in one
3 lane and they're there for awhile. That's not a big
4 deal for us with the traffic it's -- it's -- our --
5 with the houses that are there. You put 20 more
6 houses down there that's a big issue. We invested -
7 - I've -- I've written several letters or emails to
8 you and to Duke Energy, where again not opposed to
9 the development but the density is the issue. They
10 have a access to that. They can develop it. We're
11 all about the safety. We've had near misses in our
12 -- in our neighborhood. We've spent several
13 thousands of dollars to redo the entrance to our
14 neighborhood because we had safety concerns from
15 existing traffic that's going up and down there
16 daily with boats being dropped off, boats being
17 picked up, deliveries. There's a lot of traffic
18 there. This, we don't know if it's rentals. Well
19 rentals bring with it four to six vehicles every
20 time they come and they're in and out all -- all
21 week long that they're there because they need to go
22 get more groceries and whatever. This road just
23 can't handle that. And you've heard all the other
24 legal issues. We want somebody to be concerned
25 about the safety. I talked to the developer and I

1 said to -- told him it was our sole issue as a
2 community and the answer I got was roads were made
3 for people, the people needs to stay off the roads
4 if they don't want to get hurt. We have a
5 tremendous number of walkers every morning. We have
6 development, if you've been on Ellenburg Road to the
7 west there's a big bunch of S-turns there that have
8 these vertical drops. There's a house being built
9 now that one of the other development's
10 subdivisions, Cottages at Riverbirch, they're
11 building there now and every day they're blocking
12 the road and you can't see it coming around that
13 turn. And if you're a tractor trailer, you're a
14 boat, we have been very -- numerous near misses.
15 And I get there's a lot of legal issues but for the
16 constituents of the county and the safety of not
17 only Harbor Oaks but the future residents, whoever
18 they may be, at that end of that peninsula this
19 needs to be a consideration. Somebody is gonna get
20 hurt. There's no way to turn a tractor trailer
21 around down there. And if you take tractor trailers
22 for sod or Yoder's or whatever all the way up and
23 through there and they're gonna have to back down
24 from Rolling Wood Drive and then either pull out or
25 pull down in there and back all the way back up

1 again you're gonna be pushing half mile or a mile
2 and they're gonna block all traffic while they're
3 doing it or emergency vehicles. So I just ask that
4 someone pay attention to the safety of this and the
5 benefit of the -- of the residents today and in the
6 future. Thank you.

7 MR. CHAIRMAN:

8 Thank you, Mr. Cooper. Who's next? There was a
9 lady back here waiving her hand very early in the
10 presentations, I did -- I'm not sure where she's
11 gone.

12 MALE VOICE:

13 She left.

14 MR. CHAIRMAN:

15 She gave up?

16 MALE VOICE:

17 Yeah, she left.

18 MR. CHAIRMAN:

19 I'm sorry. Anyone else? Yes, sir. You --

20 MALE VOICE:

21 I spoke earlier.

22 MR. CHAIRMAN:

23 You spoke earlier.

24 MALE VOICE:

25 In my -- in my haste (inaudible).

1 MR. CHAIRMAN:

2 I understood that, yes, thank you. We understand
3 your concern about --

4 MALE VOICE:

5 I'm gonna get my (inaudible).

6 MR. CHAIRMAN:

7 Your concern is boat traffic --

8 MALE VOICE:

9 (Inaudible).

10 MR. CHAIRMAN:

11 Your concern is boat traffic in your neighborhood,
12 in the neighborhood on the lake. Okay.

13 MALE VOICE:

14 And I've been down that road and I'll never drive my
15 trailer pulling a boat. I come in the water
16 (inaudible) go -- go off the road.

17 MR. CHAIRMAN:

18 Okay, where we're at now is --

19 MR. EAGAR:

20 I think the attorney for the --

21 MR. CHAIRMAN:

22 Oh, yes, we're gonna -- I'll get there. What I'm
23 gonna do now is I'm going to -- we have that many
24 emails concerning this project. I'm going to read a
25 few excerpts from these to make sure that we've

1 covered kind of the content of the emails. At -- at
2 that time then I'll ask the developer to make any
3 comments they have. Is that okay with the Board?

4 MALE VOICE:

5 Mr. Chair? Mr. Chair, could we take a five
6 conference break? I'm --

7 MR. CHAIRMAN:

8 Sure. Sure.

9 MALE VOICE:

10 -- super strong bladders I'm sure (inaudible) but
11 I'm (inaudible).

12 MR. CHAIRMAN:

13 Let that satisfy some Board also. Okay, five
14 minutes. Please be quick.

15 FEMALE VOICE:

16 Vote please? Excuse me, vote?

17 MALE VOICE:

18 Yeah, make a motion.

19 MR. CHAIRMAN:

20 Oh, I move that we take a five minute break for --

21 MALE VOICE:

22 I second.

23 MR. EAGAR:

24 So moved.

25 MR. CHAIRMAN:

1 Moved. Second.

2 MALE VOICE:

3 Second.

4 MALE VOICE:

5 Yup.

6 MR. CHAIRMAN:

7 All in favor say aye.

8 MALE VOICE:

9 Aye.

10 MR. CHAIRMAN:

11 Okay. Come to order, please. I'll entertain a
12 motion for the Board to reconvene our meeting.

13 MALE VOICE:

14 So moved.

15 MR. EAGAR:

16 Second.

17 MR. CHAIRMAN:

18 All in favor say aye. Raise your hand. All in
19 favor, reconvene the meeting. I think it's seven to
20 nothing. Please have a seat. Okay, not to belabor
21 the subject, I do have close to it's I don't know 75
22 or 80 emails here. I'm not gonna read them all. In
23 fairest to those -- these folks, some of them have
24 already spoken so we don't need to hear by them, but
25 just in fairness I just wanted to represent some of

1 these emails. This is from a Mike Cauble. This
2 variance request is not a matter of small
3 discrepancy, but 18 of 50 feet deficiency in right-
4 of-way amounting to over one-third deviation for the
5 requirements. In fact the present and existing
6 status of this entry site is unchanged since the
7 current owner purchased the property. Denial of the
8 variance does not add any additional impairment
9 beyond owner's initial acceptance of the site. We
10 concede that enabling the maximum number of density
11 of homes on Lake Keowee does enhance Oconee County
12 tax revenue but oppose this is a primary determinant
13 of variance decisions. We believe that government
14 should play a primary protective roll in preserving
15 the quality of life and investment of pre-existing
16 property owners by not undermining the effects of
17 their prior investment decisions which are based on
18 prior zoning conditions. And he's supporting John's
19 Marine. Okay, this is from Joyce and Vince Malanga.
20 It is our understanding that there is a variance
21 request to be voted on tonight regarding access to a
22 proposed subdivision across from John's Marine. We
23 believe that the proposed road variance from 50 to
24 32 feet in front of -- excuse me, 31.9 feet in front
25 of John's Marine will create several issues of

1 concern to the business, its hundreds of customers
2 and future residents of the new subdivision. As a
3 25 plus year customer of John's Marine we're
4 concerned that the construction vehicles and the
5 ultimate increase in traffic on Ellenburg Road as a
6 result of this new subdivision will create safety
7 issues and difficulty trailering boats out.
8 Ellenburg Road in front of John's Marine is narrow
9 currently and requires one vehicle to drive on the
10 shoulder if someone is passing while pulling a boat.
11 Okay, Dan and Jodie Paul write, the proposed
12 narrower road will be a big safety issue. How will
13 fire trucks and construction equipment be able to
14 safely pass through there? Where will the runoff
15 water go? Toward the adjoining business? Off the
16 road into the 804? If the runoff causes a washout
17 on the steep side of the road how would emergency
18 vehicles access the neighborhood? The developer
19 only has access to half of the current road. How
20 are they going to safely run utilities under there
21 without undermining the steep 804 side of the road
22 or the side owned by John's Marine? There's a
23 reason the county specified that 50 feet is a
24 minimum for these roads for safety. The developer
25 knew this going into the project. John's Marine has

1 been there the whole time, the fact that a business
2 is blocking their big plans and there's a county
3 ordinance prohibiting that what they do -- do is not
4 surprised. The fact that the county will get tax
5 revenue from this project should not be a reason for
6 the safety of the neighborhood to be impeded. Jan
7 Ratliff writes concern about safety. I have a note
8 here from Amy Cawthon, I don't think we've heard
9 from Ms. Amy Cawthon, she is the mother of --

10 MS. CAWTHON:

11 I'm the daughter.

12 MR. CHAIRMAN:

13 The daughter, I'm sorry, the daughter.

14 MR. CAWTHON:

15 Daughter, right.

16 MR. CHAIRMAN:

17 The daughter. And you didn't want to -- you -- you
18 passed on saying anything earlier? Okay.

19 MS. CRISP:

20 Well, it was me. It was me.

21 MALE VOICE:

22 It was the other daughter.

23 MS. CRISP:

24 You've got all of his daughters. I'm Sherri Crisp.

25 MR. CHAIRMAN:

1 So I think we've -- I think we've heard your
2 concerns.

3 MS. CRISP:

4 Yes, I -- I sent an email --

5 MR. CHAIRMAN:

6 We have heard -- okay, we have heard those concerns.

7 MS. CRISP:

8 Yes.

9 MR. CHAIRMAN:

10 Okay, denying the variance does not impede the
11 property owner's right to use the property. The
12 owner -- this is from a James Coley, have we heard
13 from Mr. Coley?

14 MR. COLEY:

15 No, that's not from me.

16 MR. CHAIRMAN:

17 Pardon me?

18 MR. COLEY:

19 I think you've just got -- it's to me probably.

20 MR. CHAIRMAN:

21 Oh, it's to you, I'm sorry. Oh, this is from Chad
22 Knot, Mr. Knot we did hear from --

23 MALE VOICE:

24 (Inaudible).

25 MR. CHAIRMAN:

1 Everyone's got to have a nametag on please. This is
2 -- this is from Mr. -- Mr. Knot and we did hear from
3 Mr. Knot (inaudible) involved -- okay. All right,
4 the bulk of these I will say are number one support
5 for John's Marine and concern that he may -- his
6 business may be impacted so everyone's in kind of
7 uniform agreement there. Okay, and I think we heard
8 from Mr. Cooper. No, maybe not. No this -- this
9 addresses safety. Harbor Oaks has spent several
10 thousand dollars last year altering the entrance at
11 Rollingwood Drive to enhance the safety of both
12 Ellenburg Road and Rollingwood Drive to drivers and
13 pedestrians. There's a lot more traffic on this
14 road than would -- than one would image. Much of it
15 is John -- John's Marine and delivery traffic. We
16 have had several issues in the past and it is very
17 much an issue given the developer's current
18 construction on upper Ellenburg -- upper Ellenburg
19 Road. When I discussed our concerns with the
20 developer regarding road safety he responded those
21 roads are built for cars and people concerned for --
22 don't want to get hurt they need to stay off of
23 them. We've heard that already.

24 MALE VOICE:

25 That's -- that we heard from.

1 MR. CHAIRMAN:

2 Okay. John's Marine typically receives one to two
3 semi trailers per week. Yes, we've heard all that.
4 Yup. Okay. I don't want to minimize these but I --
5 again I would reiterate there's great support for
6 John's Marine and the services they do provide.
7 Everyone recognize it's a long term asset to the
8 county and -- and the people of the lake and I don't
9 think we need to belabor the subject anymore. Is
10 there anyone else, now so I've -- that -- that's
11 gonna conclude our -- our chance for members of the
12 audience to participate. Okay. Speak now, we don't
13 have a chance later on, you don't get a chance --
14 when we're talking up here you don't get a chance to
15 talk with us so now's your chance. Okay, now is the
16 chance for the requester to speak about some of the
17 issues raised and what you think the solutions are.

18 MR. BRANDT:

19 Well my --

20 MR. CHAIRMAN:

21 Mr. Brandt, yes, sir.

22 MR. BRANDT:

23 I want to tell y'all how much impressed I am with
24 this Board tonight. I've appeared before similar
25 boards and certainly courts and y'all have been most

1 engaged and interested and knows -- I guess that's
2 why you get the big paychecks.

3 MR. CHAIRMAN:

4 Definitely (inaudible).

5 MR. BRANDT:

6 I applaud you and thank you for being so patient and
7 listening to all these people. Good points were
8 made on both sides. The only thing I want to say is
9 my colleague Mr. McDuff stated that prescriptive
10 easements have to be declared by the Court. I
11 disagree with that. That's a legal argument between
12 us. That the use and of a -- the public of a
13 roadway creates it if it's between continuous years.
14 Now up until recently, I don't know where the sign
15 is now but a couple months ago I went out there and
16 the sign of public maintenance ends here was on the
17 border of my client's property where it begins. No
18 one here has challenged that the road has not been
19 there for more than 20 years and that is what the
20 facts is what the Court looks at to declare the
21 easement. The issue here tonight is not whether or
22 not I think there's a easement there it clearly is
23 because nobody's challenged that. The question is
24 is from the end of that public roadway would they be
25 entitled to a variance of the 50 feet and that's

1 what it is and whether it's four houses, whether
2 it's 19 houses they're asking for 50 feet, the
3 ordinance says 50 feet and they can't put a road in
4 there to even service, decent road in there, without
5 a variance that would service even four homes. So
6 certainly that is creating a burden on the property
7 owners at this time. But again Duke has control of
8 anything below the 804 contour, that's not this
9 Board and it's not the County, it's Duke Power and
10 they hold it with a powerful hand. So, that issue
11 is not before this board. But certainly I've heard
12 here that, you know, maybe some further dialogue
13 between the parties might be able to work something
14 out. Certainly if that easement is out there and I
15 submit to you it is hasn't been challenged, that
16 they're given more of an easement and they can
17 convey that to be the -- a -- commit that to the
18 Ratliff's or the public, whatever we take it, but
19 they want to move the road over so they can get in
20 there. They'd even give and use just a portion of
21 what's there now as part of that roadway but all
22 that roadway won't be on that prescriptive easement.
23 But Ratliff will be gaining with that move of that
24 road over will be gaining some frontage to that
25 property and he'd have more room for moving boats,

1 etcetera. But that's all I wanted to say. Y'all
2 have heard everything hashed over pretty well.
3 We've had some good speakers both side of the coin
4 and again y'all have been most engaged and I know
5 you're gonna do your best, do what you think is
6 right and that's all anybody can ask to come before
7 the Board.

8 MR. CHAIRMAN:

9 I have a question, sir.

10 MR. BRANDT:

11 Yes.

12 MR. CHAIRMAN:

13 Really, just from your point of view, both sides
14 have presented legal issues with -- with access,
15 particularly access to John's Marine, obviously if
16 you own part of the -- part of the road, part of the
17 parcel that a bunch his -- his pad, his pad, and you
18 could presumably put a fence on there at some point
19 in time if you truly own that. That's the argument
20 I hear from -- from Mr. McDuff is that, you know,
21 because of these easement issues and legal issues on
22 who owns the road, does the county own it, does --
23 who has -- who has control, legal control over the
24 road --

25 MR. BRANDT:

1 Yes.

2 MR. CHAIRMAN:

3 Are -- are you folks willing to settle that issue so
4 that there are no access issues to the business?

5 MALE VOICE:

6 Secretary, real quick.

7 MR. BRANDT:

8 The only thing as far as access if (inaudible) on
9 access, there's no access issue based on the facts
10 as I believe them to be and that's been presented to
11 me with a 20 foot -- 20 years or more, forever
12 really, of being public roadway. And there's
13 nothing of record that I know about that the county
14 abandoned the roadway, down to or beyond that
15 maintenance sign which is on the boarder of my
16 client's property. So, yes, an easement -- a person
17 that uses the easement he mentioned servient estate
18 and dominant estate. Servient estate is the owner
19 of the fee, there's no doubt that if that -- if the
20 Ratliff's property line on their property if that
21 road where it sits today, if their property line
22 encompasses that road they own the fee, but it's
23 subject to the use of the dominant estate for the
24 use of ingress and egress. You know in the last
25 probably 15 years I've had more of these kind of

1 issues come up than I had in the whole prior
2 practice of law and I came back from the military
3 and started practicing in Oconee County in 1975.
4 And it seems like, and I guess that's because the
5 world and even Oconee County is getting more
6 crowded. And the lake when I came back here, you
7 know, you could get in the boat, you could go up to
8 the dam, come back, maybe you'd see four fishermen
9 in a cove and it was private.

10 MR. CHAIRMAN:

11 I understand.

12 MR. BRANDT :

13 And -- and I've played on the lake for four or five
14 years, then I got away from it, probably the best
15 decision I ever made.

16 FEMALE VOICE:

17 Let's clarify something real quick because what
18 they're saying is they're going to move the road.
19 They are proposing to move the road and that's gonna
20 leave a gap between where Ratliff's property is and
21 where their property is. Are you saying that
22 they're going to deed in fee simple that strip of
23 land from where they moved the road?

24 MR. BRANDT:

25 No, I can't say that because I'm not making those --

1 can't make those decisions.

2 MALE VOICE:

3 Yes.

4 MR. BRANDT:

5 What I'm saying to you is that their plan, that road
6 had -- when they moved the road over to get the
7 width they need they're only gonna use a portion of
8 the prescriptive easement, which they have a right
9 to do anyway.

10 FEMALE VOICE:

11 That's fine, but we don't want a gap of land --

12 MR. BRANDT:

13 I agree with that.

14 FEMALE VOICE:

15 -- for a lawsuit in the future. So I'm asking now -

16 -

17 MR. BRANDT:

18 I don't --

19 FEMALE VOICE:

20 -- is the developer prepared to deed to John's
21 Marina that strip of land where they move the road
22 and gap between his property line and his easement
23 and where they're gonna put the proposed road?

24 MR. BRANDT:

25 Well I don't see as that's consideration if he

1 grants -- if they grant a public easement across
2 that roadway and in that where they deed it to him
3 or not the road will be there, the same road will be
4 there that's always been there plus an additional --
5 where they come together plus an additional width as
6 I saw the plans.

7 MR. CHAIRMAN:

8 I understand it'll be there but the question is --

9 MS. SMITH:

10 Yes. Yes, we are willing to deed it, fee simple,
11 yes.

12 MALE VOICE:

13 Yes.

14 MR. BRANDT:

15 But that's up -- up to them, I can't make that
16 decision. If they say yes, they're willing to deed
17 it.

18 MALE VOICE:

19 We have no use for a two inch strip of land that
20 goes through.

21 MR. CHAIRMAN:

22 I understand but that's -- but that's an issue
23 that's been raised and --

24 MALE VOICE:

25 Uh-huh.

1 MR. CHAIRMAN:

2 -- we're trying to deal with all this and you folks
3 haven't talked to each other so.

4 MR. BRANDT:

5 But anyway, that's it, whether there is four houses
6 in there or whether there's 19, they need -- they're
7 asking for the variance. And without that they
8 can't pave it. They can't do much of anything.
9 Four houses isn't a subdivision.

10 MR. CHAIRMAN:

11 Thank you. Thank you. Now, does the developer have
12 any -- a number of issues were raised, does the
13 developer have anything further they'd like to say?

14 MALE VOICE:

15 Sir.

16 MR. LEE:

17 That's me. Just a couple of comments to address
18 some of the -- some of the questions that -- that
19 were brought up I believe Mr. Jay Ratliff, is that
20 correct, Jay?

21 MALE VOICE:

22 That's correct.

23 MR. LEE:

24 Okay. Said that for example the cul-de-sac was --
25 wasn't big enough for emergency services space.

1 That cul-de-sac is built to county spec just like
2 any other cul-de-sac is built in -- in Oconee
3 County. It's -- it's -- it's built the way it's
4 supposed to be built according to Roads and Bridges.
5 They're the authority. We build it to the size that
6 they say to -- they say to build it. If you'll look
7 questions were asked if there's -- if there was I
8 think implied that there was that smaller area was -
9 - was "messed with" and where did these numbers come
10 from. If you'll look at the plat that's dated '08,
11 which is way before me, okay.

12 MS. SMITH:

13 It's in your packet.

14 MR. LEE:

15 It's in your packet. It's dated '08 it's very --
16 it's -- you can ask our engineer, they matched the
17 ones that we're working off of right now, so 30 --
18 32 feet basically, the one in '08 shows 32 as well.
19 Nothing's been altered. We've not changed the --
20 the elevation. So I met personally I met Lake
21 Management out there with the surveyor with the old
22 plat, with the new. Everybody's in agreement, Lake
23 Management says as long as you stay out of my
24 property, don't below -- anything about the 804 they
25 don't care. We have no intention of going into the

1 804. If you'll look at your Exhibit 1 I believe it
2 was, it very specifically -- yes, Exhibit 1. If you
3 will look at Exhibit 1 this line right here, right,
4 this is from the engineer. If you'll notice it is
5 labeled 804. This also shows that the existing road
6 -- or the proposed road, excuse me, there's a number
7 of feet in between the 804 and the edge -- edge of
8 asphalt. So are we going to put a road in the 804?
9 We are not. So another -- another point that was
10 brought up by someone else was the --

11 MR. CHAIRMAN:

12 Let me correct, you said Lake Management, that's
13 Duke Lake Management?

14 MR. LEE:

15 That's correct.

16 MR. CHAIRMAN:

17 You have met with Duke and they've -- they have
18 agreed that you're not impinging on their property?

19 MR. LEE:

20 That is correct. That is correct.

21 MR. CHAIRMAN:

22 Is everyone okay with that?

23 MR. LEE:

24 Christy Brock, you're welcome to call her and ask
25 her.

1 MR. CHAIRMAN:

2 No, that's okay.

3 MR. LEE:

4 Let's see. We did that. As far as the -- this is a
5 note we've already covered but we'll do it again.
6 As far as anything that's in between I have no
7 desire to have a two inch or four inch strip of
8 property separating the road from -- from Jimmy at
9 all. I told -- I told Jimmy in the beginning that I
10 was gonna shift that road as far over as I could in
11 order to help him out. So he may have broke up with
12 me but I didn't break up with him. I'm still gonna
13 do what I said I was gonna do, I'm pushing that road
14 as far as I can to get it out of his way. What it
15 does is it more than doubles the space that he has
16 to operate now. It's very true. If you could call
17 the room into order I would greatly appreciate it.

18 MR. CHAIRMAN:

19 If I could what?

20 MR. LEE:

21 Call the room into order of the -- the talking in
22 the back is distracting.

23 MR. CHAIRMAN:

24 If there is any talking please don't do it. I'm
25 sorry, I didn't hear it.

1 MR. LEE:

2 The -- another question was asked about the 810
3 flood easement, all right. Now this is a popular
4 one. There's an 810 flood easement on -- everywhere
5 on the lake, right. Not -- not -- not just here,
6 there's plenty of roads and everything else that
7 would drop into that flood easement. That's -- that
8 is literally in case the dam breaks. It's not
9 suggesting that they can or even have the ability to
10 raise it to the 810, they don't. That is a number
11 in case the dam Jocassee blows out, floods the lake,
12 the water could come up to that and they're saying
13 they're not responsible if that happens. It has
14 nothing to do, it's not a -- it's not a flood --
15 it's a -- it's not -- it's not building in a
16 floodplain, right, I've -- and we've dealt with this
17 over the years people it's just simply not
18 understanding it. It's not saying or suggesting
19 anything can't be built below that. What they're
20 saying is if -- and I suggest this to you, if
21 Jocassee blows out we've got more problems than the
22 -- than this little piece of road. So, the --

23 MR. CHAIRMAN:

24 Okay, so what you're saying is the flood easement is
25 -- is a Duke requirement, it has nothing with the

1 FEMA flood easements that are put on various
2 properties on we all know around --

3 MR. LEE:

4 And maybe it does --

5 MR. CHAIRMAN:

6 -- rivers -- lakes and rivers --

7 MR. LEE:

8 -- maybe it was (inaudible) --

9 MR. CHAIRMAN:

10 -- that may flood out.

11 MR. LEE:

12 Right.

13 MR. CHAIRMAN:

14 That's not -- that's a separate issue?

15 MR. LEE:

16 That's correct. It is not -- you can't -- if you go
17 up there and you look where it shows those flood --
18 floodplains, right, it's not on there 'cause that's
19 not what that is. So we had a -- I had this with a
20 friend of mine 20 years ago I guess he -- his -- his
21 -- he had a closing attorney, not from this area,
22 and he got hung up on the 810. He had to finally
23 drive up here to look at the flood maps to actually
24 see and we drew pictures and everything, he finally
25 got it. That's not what that's referring to. If

1 you'll ride around the lake you'll see a number of
2 structures that are on the super flat lots, they're
3 gonna be in the -- they're gonna be in 810.

4 MALE VOICE:

5 Uh-huh.

6 MR. LEE:

7 So, it's -- it's -- it's just not what that is.

8 MALE VOICE:

9 So what's your take on the county not owning that
10 section of the road?

11 MR. LEE:

12 What section?

13 MALE VOICE:

14 The section from where the -- where the road stopped
15 --

16 MR. LEE:

17 Uh-huh.

18 MALE VOICE:

19 -- and it -- and the double line stopped and it
20 continued on where the argument Mr. McDuff made
21 where it was the actually you and Jimmy own that
22 section of road. The county has nothing to do with
23 it.

24 MR. LEE:

25 I -- I disagree with that. I mean it is a

1 prescriptive easement. It's been established in the
2 roads -- if you looked in the Roads and Bridges
3 letter they even talk about the established
4 prescriptive easement. And again this is something
5 I'll be happy to let them out. And this is
6 something that normally we would work out during the
7 construction process. We're just not at that phase
8 of it but if we decide -- if you see right here, if
9 I can get to the right one, (inaudible) four, is it
10 -- yeah, can you go to four please? Let's
11 (inaudible) and see if it's better. (Inaudible).

12 MS. SMITH:

13 Keep going?

14 MR. LEE:

15 Yeah. Two, three.

16 MS. SMITH:

17 Four.

18 MS. LEE:

19 Okay. So --

20 FEMALE VOICE:

21 They can't see (inaudible) you're gonna have to --

22 MR. LEE:

23 I'm sorry. So, you know, the existing road is here,
24 right. If we -- if -- if -- with this ordinance,
25 this ordinance is granting a -- if we move it over

1 onto our property is it -- is there still a claim
2 that the county has an easement through that? There
3 is. But, you know, you -- you petition the county
4 to release the easement and basically say give me my
5 property back, you've been using it for however
6 long, you're not using it for the purpose of -- and
7 the only purpose of that road was to access the --
8 the property behind it, our -- the subject property.
9 So if we're not using it for that anymore then you
10 go to the county and ask for them to give it back to
11 you. This can be done, correct? Yeah.

12 MALE VOICE:

13 Make a decision.

14 MR. LEE:

15 But it's not --

16 MR. CHAIRMAN:

17 Okay.

18 MR. LEE:

19 -- it's not that bad. Stabilizing the shore lines,
20 someone asked about that. I told Duke as a courtesy
21 I said so we've built -- we've built a bulk of the
22 subdivisions on the south end of -- of Lake Keowee.
23 I was construction manager for however many years
24 for my predecessor who is John Hamrick. What I told
25 Lake -- Lake Management I would do, I know and I've

1 got a tractor so I'm not -- I'm not judging anybody
2 that likes to move dirt around but graders do like
3 to knock stuff down, I mean, that's -- they've --
4 they've got tractors. That area is -- because it's
5 very, very narrow I very much can see somebody with
6 no ill will intended pulling in there, you know,
7 parking something, whatever, I told Lake Management
8 that we would happily --

9 MALE VOICE:

10 You want a water?

11 MR. LEE:

12 That'd be great. We would happily volunteer to go
13 in and put in a masonry stacked stone or flagstone,
14 one of the two, wall, that will -- that -- right
15 above the 804 so that nobody can pull in there
16 'cause I'm gonna put a wall there. I'm blocking it.
17 You know, nothing -- and it's gonna be attractive,
18 it's gonna tie in with the neighborhood, all that
19 good stuff. But we were gonna make sure that
20 especially in that area what -- and what we did,
21 excuse me. Before we under brushed it so you -- in
22 order to see it, right, so you cut all the thin
23 stuff out, before under brushing I had a surveyor go
24 in and mark the 804 all the way around 'cause I have
25 no desire to get in the 804 it's not worth -- it's a

1 terrible fight with Lake Management, you don't want
2 to do it, trust me. So it was marked all the way
3 around but to control -- to control any runoff --
4 first of all it's a curbed and guttered road, okay.
5 Cubbing -- curb -- curbs do multiple things; they're
6 not just there to look pretty. They're there to
7 control water, that's what a curb does. So a road,
8 a curbed road is basically a giant drain and those
9 curbs -- those curbs help control any and all runoff
10 that -- that hits that road it -- and goes into the
11 drain that we direct, direct -- we direct where it
12 goes so as far as, you know, all this running down
13 into -- into Jimmy's property, that's -- that's
14 simply inaccurate, that's not how roads are
15 designed. So now it may have to -- you know, might
16 -- back in 1942 but it doesn't anymore. So, any of
17 the -- any of the runoff, etcetera, etcetera will be
18 handled as it's required for me to do by law anyway.
19 I don't have a choice. I would but either way
20 that's not an actual concern. So not -- not -- not
21 anymore, not in today's world. Someone said that no
22 trucks can -- the trucks from Yoder's can't turn
23 around. Well, if you'll go back to example one
24 where it shows the aerial, Exhibit 1, yup.

25 MS. SMITH:

1 Two.

2 MR. LEE:

3 Two, sorry, two. If you'll see -- if -- if -- if
4 road -- trucks like even the big ones that bring in
5 trusses and stuff from construction companies, if
6 they weren't able to -- to back out, to turn around
7 in cul-de-sacs then you wouldn't have any houses in
8 any subdivisions anywhere. Where did -- how did
9 they turn around? That's the whole point is this is
10 put in any -- any of Jimmy's people, any -- I plan
11 on using it myself; you could turn anything you want
12 to around here including your delivery trucks. Any
13 construction that goes on, any of the construction
14 trucks, they can turn around right here. Or they
15 can turn around inside the lot. It's irrelevant,
16 it's not -- it's not a real life situation. They
17 can get big trucks in and out for construction. So
18 --

19 MR. CHAIRMAN:

20 So you're saying you do not have to go up, I forget
21 the name of the road that enters into a subdivision
22 where trucks are --

23 MR. LEE:

24 Yeah.

25 MR. CHAIRMAN:

1 -- pulling in and backing down to service Jimmy's --

2 MR. LEE:

3 We'll be -- we're elevating that problem.

4 MR. CHAIRMAN:

5 Okay, you think -- you're -- you're claiming that
6 semis --

7 MR. LEE:

8 Uh-huh.

9 MR. CHAIRMAN:

10 -- can turn around at the cul-de-sac --

11 MR. LEE:

12 Yeah.

13 MR. CHAIRMAN:

14 -- that you're gonna put in.

15 MR. LEE:

16 Now are they gonna be able to make the loop? Eh.
17 Will they not have to do a three point turn?
18 Probably.

19 MR. CHAIRMAN:

20 (Inaudible).

21 MR. LEE:

22 Can they do it? I've built 40 something
23 subdivisions I promise you they can. The next
24 concern was the 30 foot easement. If you'll look
25 in, actually I believe Mike wrote up -- wrote --

1 wrote something off awhile -- read some of them off,
2 there's a lot of subdivisions, Waterford's for
3 example, we built Waterford back in the day, it's
4 one of my first subdivision I ever built, right. I
5 had no idea what I was doing. But, it worked out
6 right well, it's a lovely place. But if you look in
7 some of their -- their -- the nicer subdivisions
8 that we have around the lake, a lot of those have a
9 30 foot easement. I need 20 foot for asphalt and I
10 need about five foot for utilities. I'm gonna
11 provide, as I'm required to do, provide exactly how
12 I'm gonna do that to the County and they have to say
13 it's okay. I'm gonna do it the same way I always
14 have and the way it's been done in every -- in all
15 the other subdivisions that it's already been done
16 in. This is not like this is some rarity like this
17 is something that's -- that's -- that's never been
18 happened before that -- that if we -- we're gonna
19 build a road with a 30 foot easement instead of the
20 50, that's -- it happens a lot and up to -- up to
21 prior to '13 it happened all the time. So, that's -
22 - that's not a big thing. Some of the comments were
23 made that on such a narrow road. That's not a
24 narrow road. It's a 20 foot road, just like the
25 rest of them in Oconee County. They didn't make

1 that road specifically narrower than they did the
2 rest of them. I (inaudible) the traffic, some --
3 some -- will the traffic increase? Yes. Can the --
4 can the -- can the road handle that? Yes, it's --
5 it was built to county spec. So unlike most roads
6 in the county, let's imagine this was somewhere
7 else. This is a dead end. There is no thru traffic
8 from the other 42 neighborhoods on this side or the
9 town of Seneca or Clemson. It's a dead end road.
10 It's -- I'm -- I'm simply extending a dead end road
11 and I'm allowing 19 people to use it is -- is what
12 I'm asking for. It's not -- any dead end road is --
13 is by nature less busy than one that isn't dead end
14 because there's no one coming from that end. So
15 it's not -- it's -- it's not as busy but a traffic
16 study will tell us just exactly how much that is.
17 Which we fully intend to do. Let's see (inaudible).

18 MS. SMITH:

19 I'll pop up and just add a few things and give you
20 some relief here. It's been brought up that the
21 density is too much for this 15 plus-ish acre parcel
22 that's what is outlined in blue, it's right about 15
23 plus acres. Right now under, you know, the current
24 ordinance we work with we could put 30 houses there
25 but we're choosing not to do that. We're choosing

1 19 because that's right, that's what's like-kind to
2 the other areas. It's less than what Harbor Oaks
3 currently has, they have -- go ahead.

4 MR. CHAIRMAN:

5 What -- what's the average lot size or what -- how
6 do the -- what are the lot sizes?

7 MR. LEE:

8 Anywhere from -- everything is over a half acre but
9 a half acre to -- to max would probably be, which is
10 standard, no more than three-quarters and that's --

11 MS. SMITH:

12 Yes.

13 MR. LEE:

14 -- which is if you look at any of our -- our
15 subdivision that's about what they're going to
16 average. If you look at the adjacent subdivision
17 it's -- it's -- it's gonna be very, very similar to
18 -- well, it's not adjacent, excuse me, it's back up
19 the road a little bit, is Harbor Oaks so.

20 MR. CHAIRMAN:

21 And are these lots large enough to put a normal,
22 kind of what I would call a normal sized lake house
23 on?

24 MR. LEE:

25 Yes.

1 MS. SMITH:

2 Correct.

3 MR. CHAIRMAN:

4 You're not gonna have lot owners coming to us a year
5 from now saying hey I need a variance for the side
6 setbacks because I can't fit my nice house --

7 MS. SMITH:

8 It's not developed that way.

9 MR. SMITH:

10 Not at all.

11 MS. SMITH:

12 That --

13 MR. LEE:

14 If you look at any Crescent subdivision it's gonna
15 be like-kind. So there's also a deed restriction
16 that would prohibit that.

17 MS. SMITH:

18 Uh-huh.

19 MR. LEE:

20 So, Crescent Resources, which is the land holding
21 division of Duke Power.

22 MR. CHAIRMAN:

23 I understand.

24 MR. LEE:

25 When they sold it they put -- and you have those,

1 they put deed restrictions on the size as they do on
2 -- on every piece of property.

3 MR. CHAIRMAN:

4 One of the letters we received said you had reduced
5 the square footage requirements for houses so that
6 you could fit -- fit them on the property, that's
7 why I'm asking the question.

8 MR. LEE:

9 No, that's completely --

10 MR. CHAIRMAN:

11 So it's still if I recall it's the restriction is
12 1,600 square feet for a single story house, 1,800
13 feet for a two-story house, with a 1,000 footprint.

14 MR. LEE:

15 So a story is --

16 MR. CHAIRMAN:

17 You haven't changed those?

18 MR. LEE:

19 Yeah, no. So a story is not a basement, so if -- so
20 the 30 -- the 1,600 like which is what Riverstone
21 is, they -- they all varied between 1,600, 18 and
22 two.

23 MS. SMITH:

24 Thousand.

25 MR. LEE:

1 -- on all -- all of them.

2 MR. CHAIRMAN:

3 All of what?

4 MR. LEE:

5 Square footage minimums.

6 MS. SMITH:

7 All the -- of all the Crescent developments.

8 MR. CHAIRMAN:

9 All the Crescent developments.

10 MS. SMITH:

11 Correct.

12 MR. LEE:

13 So, what we're -- what we assume normally is that
14 they're gonna build a basement, house with a
15 basement, that's what most people --

16 MS. SMITH:

17 The topography lends itself to that.

18 MR. CHAIRMAN:

19 But most people call it a lower level?

20 MR. LEE:

21 Yeah.

22 MR. CHAIRMAN:

23 Okay.

24 MR. LEE:

25 So -- so that is but we don't count -- that's not

1 counted as a level, right. So you have to have 16
2 on the main level and if you have a full basement
3 that's a 3,200 square foot home, so that's the --
4 that's the smallest you can build. So if you -- if
5 you -- and if you choose to go up of course you're
6 welcome to but no, that's -- there is -- there is no
7 mini home situation. If you look at -- if you take
8 a ride through Harbor Oaks with the one beside it
9 it's -- it's gonna feel exactly like that only with
10 a gate and (inaudible) 'cause a newer subdivision.
11 But it's gonna be built just like the ones in the
12 area.

13 MR. CHAIRMAN:

14 I apologize, I interrupted you but I wanted --

15 MS. SMITH:

16 No, that -- that's fine.

17 MR. CHAIRMAN:

18 -- to clarify that.

19 MS. SMITH:

20 I -- I would like to know your questions based on
21 what you've heard. I -- I don't want to bring up
22 every single point but if there's things that you
23 heard that you want clarification on I'd like --
24 we'd like to be able to provide that clarification.

25 MR. CHAIRMAN:

1 I think that's a reasonable request.

2 MALE VOICE:

3 Where does the --

4 MALE VOICE:

5 (Inaudible).

6 MALE VOICE:

7 -- where does the gate go you just mentioned.

8 MR. LEE:

9 Yeah. So it will go behind right there.

10 MALE VOICE:

11 Okay. So Jimmy will be able to use that cul-de-sac?

12 MR. LEE:

13 Absolutely.

14 MS. SMITH:

15 Correct. Any other questions?

16 MR. CHAIRMAN:

17 Any other questions, folks?

18 MR. EAGAR:

19 Well I guess lingering throughout all this is who
20 owns what property? And I'm hearing both sides that
21 hey I own it, no you own -- (inaudible) own it.

22 MS. SMITH:

23 I can point it out if it helps.

24 MR. EAGAR:

25 Well is there -- is there a definitive answer to that?

1 MS. SMITH:

2 Yes.

3 MR. LEE:

4 There's a property line still there. Just because
5 we're -- we are both allowed to drive on it. It
6 doesn't mean that we don't own the dirt to the
7 center line. I -- I -- excuse me, the parcel in
8 question, this -- this original line, right, it's
9 still a property line, just like any other. But
10 there's an easement over the top of it. But
11 basically and it may be off an inch or two but
12 basically there's a real line right there, here we
13 go, real line right there and where this property
14 stops his starts. And what we're proposing is we're
15 pulling it off of his property to get it out of his
16 way, which will provide him a tremendous amount of
17 more room right there and we take full
18 responsibility of the road. He gets his property
19 back.

20 MS. SMITH:

21 And we'll connect it to his property so it is
22 contiguous so that he will be able to back trucks,
23 trailers down to the ramp, down -- across the pad,
24 we're willing to connect it. We're willing to deed
25 it fee simple, so it becomes his.

1 MR. LEE:

2 And if I -- if I --

3 MS. SMITH:

4 It is his.

5 MR. LEE:

6 Right.

7 MS. SMITH:

8 And it remains his without any type of encumbrance.

9 It's just his land.

10 MR. CHAIRMAN:

11 If can ask, I think I've heard the -- the dimension,

12 22 feet.

13 MR. LEE:

14 Uh-huh.

15 MR. CHAIRMAN:

16 Is that -- how long is that? Is that the maximum or

17 how long is the 22 feet that he's gonna get extra?

18 MALE VOICE:

19 How far out does it go?

20 MR. LEE:

21 Let's see, which one is that on? Do you remember?

22 MS. SMITH:

23 It's either --

24 MALE VOICE:

25 Three.

1 MS. SMITH:

2 -- in the quadrant where --

3 MALE VOICE:

4 Page six.

5 MR. LEE:

6 Page six?

7 MALE VOICE:

8 It's the red area I think here.

9 MALE VOICE:

10 No, I need the one that says -- that shows the 22
11 (inaudible). No, go back.

12 MS. SMITH:

13 Oh, that would be one. One has I think the 20 --

14 MALE VOICE:

15 Now go back to the six.

16 MS. SMITH:

17 Which one? I'm sorry.

18 MALE VOICE:

19 That one.

20 MALE VOICE:

21 Yeah, that's right here.

22 MR. LEE:

23 Okay. So --

24 MS. SMITH:

25 So that's graphic three in your packet.

1 MR. CHAIRMAN:

2 Okay, so that's -- okay.

3 MS. SMITH:

4 And that -- that notates that.

5 MR. LEE:

6 Yeah, and goes -- goes on out out past --

7 MALE VOICE:

8 That's the additional area that he can maneuver and
9 not be in the roadway?

10 MR. CHAIRMAN:

11 Uh-huh. Okay, so it's a maximum of 22 feet and it
12 tapers down to nothing?

13 MALE VOICE:

14 Yeah.

15 MR. CHAIRMAN:

16 About how long it's kind of in the fat area, just
17 help me understand.

18 MALE VOICE:

19 About 160 feet.

20 MR. CHAIRMAN:

21 160 feet is -- is kind of the fat -- the fat area?

22 MALE VOICE:

23 Uh-huh, correct.

24 MR. CHAIRMAN:

25 And there's an additional more than 100 feet for a

1 narrow tail?

2 MALE VOICE:

3 Yup.

4 MR. CHAIRMAN:

5 Okay. Everyone good? Everyone get what I'm asking
6 there? Yup, okay. You got anything else that you'd
7 really like to say? We don't have any questions it
8 looks like.

9 MS. SMITH:

10 I have one little closing statement. I think it's
11 really obvious that everyone in the room really
12 loves Jimmy and loves his business. We do too. We
13 don't -- we would not intentionally set out to harm
14 him. That is not what we're trying to do. That --
15 that is not at all what we're trying to do. And
16 we're willing to work through any remedy to make it
17 -- to make it work. But we do not intend to put him
18 out of business, want to put him out of business. I
19 mean, I hope that one day he will service our boats
20 again because this has been really difficult, this
21 entire scenario and we just want it to work and
22 we're willing to do what it takes to make it work.

23 MR. CHAIRMAN:

24 Thank you. Okay, I'm gonna close all the
25 opportunity for input to the Board. From now on

1 we're gonna be discussing among ourselves. Please
2 don't raise your hand and say hey I got something to
3 say because we're done with that phase of the
4 business. Is that -- is that fair? What I'd like
5 to do is first of all just open the -- this whole
6 issue up to discussion by the Board before we go
7 through the formal questions, does that make sense
8 to you folks?

9 MALE VOICE:

10 Yeah.

11 MR. CHAIRMAN:

12 Okay, and we've got a lot of issues I think we ought
13 to try to make sure we cover the issues that have
14 been raised so that we're fair to everybody.

15 MALE VOICE:

16 I've got one burning question.

17 MR. CHAIRMAN:

18 Yes, sir.

19 MALE VOICE:

20 Is does the county have the -- do we have the
21 authority to give this based of off, you know, if
22 the county has maintained it or we abandoned it. It
23 looks like they've given us where there's two lines
24 where we've stopped paving so, you know, if -- if
25 the county doesn't then we're -- we have no

1 authority. That's our first question, do we have
2 that authority?

3 MR. CHAIRMAN:

4 Kind of where I come out is that's a legal question,
5 we ain't got nothing to do with that.

6 FEMALE VOICE:

7 Well I think it needs to be tabled until somebody
8 tells us.

9 MALE VOICE:

10 I agree.

11 FEMALE VOICE:

12 I mean, you've got two lawyers out here that have
13 two different opinions and we need -- we need
14 guidance on this before we make any decision.

15 MALE VOICE:

16 Yeah.

17 MALE VOICE:

18 Yeah.

19 MALE VOICE:

20 And they say they're gonna do this stuff but there's
21 no legal -- there's nothing in writing to say
22 they're gonna give him access, right-of-way easement
23 onto that and -- 'cause the way I see it that, you
24 know, what they're planning on doing will help Jimmy
25 as far as keeping some boats out of the road like on

1 the pictures. But, you know, Larry the reason
2 you're in all these court cases 'cause a man's word
3 is not his bond anymore like it used to be in Oconee
4 County. Now we got to get lawyers involved in it,
5 I'm sorry. I gotta get paid by the word. Y'all get
6 paid by the word, I know that, but I'm just saying
7 is it possible for us to table that to get some --

8 MR. CHAIRMAN:

9 Well, I think that's an excellent suggestion.

10 MALE VOICE:

11 Yeah.

12 MR. CHAIRMAN:

13 I think that's --

14 MALE VOICE:

15 I -- I agree with that but it sounds to me from what
16 I heard that this entire area is on the brink of
17 problems with safety right now and it's -- and
18 adding all this construction, everything else to it,
19 is gonna take it beyond. So safety is an issue in
20 my opinion.

21 MR. CHAIRMAN:

22 That's an -- that's an issue I think we can deal
23 with. What I -- what I hear suggesting is that --
24 that we table any decision we make until we hear --

25 MALE VOICE:

1 Yeah.

2 MR. CHAIRMAN:

3 We're gonna -- and we'll have to say as part of that
4 motion what do we want to see coming out of that.

5 MALE VOICE:

6 But it'd also be nice to see the two parties get
7 together 'cause it sounds like sitting here
8 listening to them that they could possibly get
9 together and figure something out on their own.

10 MALE VOICE:

11 And they'll probably get a better solution than
12 (inaudible).

13 MALE VOICE:

14 And I think -- and I think we -- we need to know
15 what the -- from our attorney what -- what our legal
16 standing is in this matter.

17 MR. CHAIRMAN:

18 Okay, so that's all part of the -- the discussion
19 about tabling --

20 MALE VOICE:

21 Yeah.

22 MR. CHAIRMAN:

23 -- and we can -- sounds like we can have a vote on
24 that. There are other issues that we've talked
25 tonight that I'd like to cover tonight just so we're

1 all together on what the issues are and -- and what
2 -- what the -- what the impact might be on our
3 decision. I think we've all -- everyone agree that
4 John's Marine is a valued asset to the community.

5 MALE VOICE:

6 Absolutely.

7 MR. CHAIRMAN:

8 And no one wants to do anything to hamper his
9 business long-term.

10 MALE VOICE:

11 Absolutely.

12 MR. CHAIRMAN:

13 Very valued asset. If, for John's Marine, my
14 perception is while -- my perception that -- that
15 Jimmy right now depends on access and the use of the
16 Ellenburg Road section in front of his house,
17 whether he owns it, whoever owns the darn thing, he
18 uses that to -- to run his business at least on some
19 basis, and he's kind of long term done that. Not --
20 they're also -- the developer is proposing to add 22
21 feet to Jimmy's property and -- and move the road
22 south so that it's -- it's out of the way as
23 possible. I personally think with the addition of
24 that and as I look at the bulk of his business is
25 pulling boats out of the water, back them into his -

1 - his repair shop, looks like that helps rather than
2 hinders running his business. Is that -- am I
3 seeing that right?

4 MALE VOICE:

5 I don't know. I -- I think if --

6 MALE VOICE:

7 You got -- we got -- let's say you got 40 more cars
8 going up and down there past his place that weren't
9 going before.

10 MR. CHAIRMAN:

11 Okay, so -- so traffic is still an issue you're
12 saying.

13 FEMALE VOICE:

14 Traffic is definitely an issue.

15 MALE VOICE:

16 Right. And he --

17 MR. CHAIRMAN:

18 Okay. Okay.

19 MALE VOICE:

20 -- and if you -- if you look at the situation now
21 he's actually parking boats in -- in part of where
22 that road is for part of his storage. He's -- he's
23 moved his storage it's actually into the roadway.

24 MALE VOICE:

25 Uh-huh.

1 MALE VOICE:

2 There is a boat parked there right now.

3 MALE VOICE:

4 Uh-huh. Uh-huh.

5 MALE VOICE:

6 But my -- I saw it there when I was up there today
7 and -- and it's also shown in the pictures that they
8 -- that they provided. So, it's a --

9 MALE VOICE:

10 But even if they put three houses in there he can't
11 -- he can't park that boat there.

12 MALE VOICE:

13 But then -- and also from a safety standpoint if you
14 walk that road, very, very windy and -- and there
15 are people that are trying to walk on that road. I
16 think it's dangerous as it right now, you know, for
17 the walkers, add -- add another 20 houses and
18 potentially half of them maybe with renters and
19 you've really compounded the problem with traffic
20 going up and down there plus they're people from
21 outside the area and they're not gonna be paying
22 that much attention to the safety aspects. If
23 they're not -- if they're not residents, if they
24 turn out to be renters.

25 MALE VOICE:

1 I don't know where we're going with this but I -- I
2 don't think we really are in position where we're
3 talking about how many row -- how many homes can
4 they build in the subdivision, right?

5 MALE VOICE:

6 I'm only talking from --

7 MALE VOICE:

8 That's -- that's off the table we're really talking
9 about --

10 MALE VOICE:

11 I'm talking about the safety aspect --

12 MALE VOICE:

13 -- (inaudible) the road.

14 MALE VOICE:

15 -- of the additional amount of cars going up and
16 down the road that's already a hazardous road. In
17 fact -- in fact there's one house that's being built
18 right there and the -- and the contractors are out
19 into the road. You're -- you're almost afraid to
20 go around it for fear somebody's gonna come at you
21 from the other end.

22 MR. CHAIRMAN:

23 Okay, anything else on that -- that subject? I
24 guess from my personal point of view on -- on road
25 safety and traffic. I live down South Cove Road,

1 which is about two miles long, dead ends at South
2 Cove Park and there's a lot of traffic on there.

3 MALE VOICE:

4 Yeah.

5 MR. CHAIRMAN:

6 There -- there is traffic down there. I guess I
7 would not characterize it as a lot of traffic.

8 There is traffic along there. There's probably 200
9 homes, at least 200 homes off -- off South Cove Road
10 and -- and you have the traffic coming from the
11 county park with the boys hauling -- hauling their
12 bass boats up and down the road. And South Cove
13 Road has traffic but it's -- it's just not that
14 heavy. So --

15 MALE VOICE:

16 While we're talking about safety I'd just like to
17 mention Section 26-8 variance from road standards,
18 which I think you all have a copy of this.

19 MR. CHAIRMAN:

20 Yes.

21 MALE VOICE:

22 The paramount issue for all variance requests shall
23 be the reasonable safety of the road under the
24 proposed circumstances.

25 MR. CHAIRMAN:

1 Yeah.

2 MALE VOICE:

3 I think that needs to be included in the minutes.

4 MR. CHAIRMAN:

5 That's talking about the -- is the -- is the road --

6 I think that's talking about the -- the road passing

7 through the variance area. That -- that particular

8 road. It's not talking about the safety Ellenburg

9 Road in general.

10 MALE VOICE:

11 No, it's talking about exactly what we're looking at

12 -- at giving the variance.

13 MR. CHAIRMAN:

14 The variance (inaudible) can that -- would that be

15 safe.

16 MALE VOICE:

17 Which goes -- which goes back to the point of I

18 think we're getting the cart before the horse.

19 MALE VOICE:

20 (Inaudible).

21 MALE VOICE:

22 We need to know who owns the road.

23 MALE VOICE:

24 Yeah.

25 MALE VOICE:

1 We need to know did Oconee County when it -- when it
2 moved signs, when it did whatever, that's what
3 reason I asked the question of who paved because to
4 me if Oconee County paved down to that point then
5 the county either still owns that land or they had -
6 - they had to sell the land off, one or the other.
7 So they had to abandoned it. And I -- nobody has
8 been able to say that road has been abandoned, the
9 only thing we're hearing is that the road end sign
10 starts here and goes back here. Well anybody could
11 move that though. I mean we're just -- we -- I
12 think that we're -- we're going past it and until we
13 get that answer, because if it's not -- if -- if
14 whoever -- if it's privately owned road we're --
15 we're just sitting here spinning our wheels for
16 nothing.

17 MALE VOICE:

18 Agreed.

19 MALE VOICE:

20 They're gonna -- gonna have to get together.

21 MR. CHAIRMAN:

22 So what is your (inaudible)? I -- we've talked
23 about tabling this so -- until we get some answer to
24 these questions.

25 MALE VOICE:

1 Right.

2 MR. CHAIRMAN:

3 Would you rather do that and then come back and
4 discuss all the other ancillary issues?

5 FEMALE VOICE:

6 Yes.

7 MALE VOICE:

8 I think that would make more sense.

9 MR. CHAIRMAN:

10 Is that what you want to do?

11 FEMALE VOICE:

12 Yes.

13 MR. CHAIRMAN:

14 That makes more sense?

15 MALE VOICE:

16 (Inaudible).

17 MALE VOICE:

18 I mean yeah you've got get that answer first.

19 MR. CHAIRMAN:

20 Okay. So, how about someone try to craft a motion
21 then and we are not gonna get into deciding this
22 issue tonight so. We're gonna decide to table.
23 We're gonna have motion to table. So we need to
24 word the tabling motion just right. I think one
25 issue we need to resolve is -- is the ownership.

1 MALE VOICE:

2 Ownership.

3 MR. CHAIRMAN:

4 Ownership of the property.

5 MALE VOICE:

6 Ownership.

7 MALE VOICE:

8 Present ownership and if it was at one time, if it
9 was an Oconee County road and it has been abandoned.

10 MR. CHAIRMAN:

11 Okay.

12 FEMALE VOICE:

13 (Inaudible) road.

14 MALE VOICE:

15 Or if it was a state road and was abandoned.

16 MALE VOICE:

17 (Inaudible).

18 MR. CHAIRMAN:

19 And -- and that we request the two parties get
20 together to try to resolve this issue.

21 MALE VOICE:

22 Exactly.

23 MALE VOICE:

24 That's (inaudible)

25 MR. CHAIRMAN:

1 And without us having --

2 MALE VOICE:

3 And that's an important.

4 MALE VOICE:

5 Yeah, the part I think that they try to work this
6 thing out (inaudible).

7 MALE VOICE:

8 They're gonna end up with a better solution if they
9 work it out themselves than if we --

10 MALE VOICE:

11 Exactly.

12 MALE VOICE:

13 -- tell them (inaudible).

14 MALE VOICE:

15 They're gonna get -- they've got to know who owns
16 the roads.

17 MR. CHAIRMAN:

18 That's right.

19 MALE VOICE:

20 Right.

21 MALE VOICE:

22 But I think they got --

23 MR. CHAIRMAN:

24 That's a legal issue that we got to prepare to
25 address.

1 MALE VOICE:

2 Right.

3 MR. CHAIRMAN:

4 And -- there's -- okay, to resolve all the other
5 issues. Our primary issue is who's gonna own that
6 slice. (Inaudible) said he didn't want own it,
7 he'll deed it fee simple --

8 MALE VOICE:

9 Right-of-way.

10 FEMALE VOICE:

11 (Inaudible) --

12 MR. CHAIRMAN:

13 We want to make -- make sure that is resolved.

14 FEMALE VOICE:

15 -- need a contract or something resolving that
16 because saying and doing is always two different
17 things.

18 MR. CHAIRMAN:

19 Okay. Were there any other overriding issues that
20 we ought to address in our motion?

21 MALE VOICE:

22 No.

23 MR. CHAIRMAN:

24 I'll try and craft, say something here if -- if we
25 can get everything we want in there.

1 MALE VOICE:

2 I -- I think the -- the two -- the two issues are
3 ownership and -- and allowing the two parties to try
4 to work things out amongst themselves.

5 MR. CHAIRMAN:

6 Okay. I move that we table this -- table this
7 request and specifically request that planning help
8 us resolve the ownership issue, just who owns the
9 property and that the two parties to this get
10 together to resolve their issues and come back
11 holding hands saying yes, we agree.

12 MALE VOICE:

13 Kumbaya.

14 MR. CHAIRMAN:

15 And specifically to resolve the deeding issue that
16 as opposed to say we're gonna do something.

17 MALE VOICE:

18 Yeah.

19 MR. CHAIRMAN:

20 Part of that discussion would be to resolve the --
21 the deed issue on the -- the additional property
22 going to -- to Ratliff's.

23 MALE VOICE:

24 And -- and qualify it with the fact that we -- we
25 would table it until such time as they get back to

1 us.

2 MR. CHAIRMAN:

3 Yes. We'll look for -- we'll look for those parties
4 to come back to Planning to help schedule another
5 meeting at a future date to --

6 MALE VOICE:

7 Tell us that they're ready to discuss.

8 MR. CHAIRMAN:

9 Okay. So --

10 MALE VOICE:

11 So --

12 MR. CHAIRMAN:

13 That's my move -- that's my motion.

14 MALE VOICE:

15 So moved.

16 MALE VOICE:

17 Second.

18 MALE VOICE:

19 Second.

20 MR. CHAIRMAN:

21 All in favor raise your hand please. Seven aye's,
22 no no's. Okay, guys thank you. The meeting is
23 adjourned.

24 FEMALE VOICE:

25 You need to make a motion to adjourn.

1 MR. CHAIRMAN:

2 I need a motion to adjourn.

3 MALE VOICE:

4 So moved.

5 MR. CHAIRMAN:

6 Second?

7 MALE VOICE:

8 Second.

9 MR. CHAIRMAN:

10 All in favor of adjournment? All in favor of
11 adjournment?

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JOHN'S MARINE SERVICE, INC., ET AL.

VS.

ORIGINAL

OCONEE COUNTY BOARD OF ZONING APPEALS, ET AL.

1/24/22

LEGAL EAGLE

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1 gentlemen, and I've got it somewhere. I won't dig
2 it out unless there's -- you got a calendar in front
3 of you?

4 MR. EAGAR:

5 So it's page --

6 MR. CHAIRMAN:

7 Entertain a motion that we -- that we adopt this
8 calendar for the year of 19 --

9 MR. EAGAR:

10 So moved.

11 MR. CHAIRMAN:

12 -- or 2022.

13 MR. EAGAR:

14 So moved.

15 MR. CHAIRMAN:

16 Do we have a second?

17 MR. MAYES:

18 Second.

19 MR. CHAIRMAN:

20 Any discussion? All those in favor say aye please,
21 raise your hand.

22 MALE VOICE:

23 Aye.

24 MR. CHAIRMAN:

25 It's unanimously approved. Okay, before we get

1 going on the specifics I'd like to just comment on -
2 - on how we run these meetings. First of all I'd
3 like to congratulate, I think there's a lot of you
4 are here that were here last time to hear
5 particularly the Arrowhead request. That request --
6 that -- that session handled very well. People were
7 very respectful, said your peace, didn't get any --
8 any cross comments or anything like that so I -- I
9 congratulate that group and to the extent that this
10 is group -- is represented here, thank you very
11 much. Normally, normally the -- the applicant is --
12 is allowed to present their -- their position on
13 what they're requesting. There's then we ask the
14 staff to -- to make any comments about that -- about
15 that request. Then we allow the citizen comments
16 either for or against the request, whatever you want
17 to do, whatever you want to say, and then the
18 applicant has a chance to rebut any -- any negative
19 comments, any comments against his application.
20 Normally we'd like to hold everything to three
21 minutes. Applicant we may provide five minutes or
22 more to -- to have what they want to say depending
23 on how complex their request is. But, requests that
24 -- that everyone A, hold to that, let's not be
25 repetitious. If someone's already said what you say

1 you're welcome to come up here and say hey, they've
2 already said what I want to say and go sit down. If
3 you really want to say something, please do. I want
4 everyone to have a chance to have their say or to --
5 to get their view represented. We'll stay here as
6 long as it takes to get that done. But, the only
7 time I'm going to shorten your presentation is if
8 you're just going on and on and repeating yourself
9 and repeating what other people have said. Then
10 we'll have after we've done all that the Board will
11 discuss the -- we'll clo -- after that we close the
12 opportunity for -- for input and the Board then
13 discusses and reaches a decision. Is that making
14 sense to everybody? Have I said that correctly?
15 Okay. So, that's in general how we -- how we
16 proceed. Our next item of business is to approve
17 the minutes of the last meeting, 11/30/2021. Now,
18 we may have some discussion on this but could I have
19 a motion to approve please?

20 MR. EAGAR:

21 So moved.

22 MR. CHAIRMAN:

23 Is there a second?

24 MALE VOICE:

25 Second.

1 MR. CHAIRMAN:

2 Okay, now discussion? One thing that happened is we
3 had a -- an extensive letter from -- from Mr. --

4 MALE VOICE:

5 Ratcliff.

6 MALE VOICE:

7 Ratliff.

8 MR. CHAIRMAN:

9 Ratliff, I'm sorry, I'm very sorry; extensive letter
10 pointing out what they felt were issues with the
11 minutes. That caused me personally to understand --
12 try to understand what the minutes really were
13 intended to be so perhaps our lawyer Mr. Root could
14 give us a -- a definition of minutes, what -- what
15 should they do, what should they involve? If you
16 could, please, sir.

17 MR. ROOT:

18 Mr. Chairman, if I may. The -- the minutes for
19 public bodies as -- as you all said, they're defined
20 by statute and in essence there's some housekeeping
21 matters, when you meet, what you're meeting about,
22 obviously who's present, things of that nature. As
23 to the -- the essence of what was spoken about, the
24 statute just says you need to capture the substance
25 of it. So it's obviously not a transcript of

1 everything that was said or even a fulsome outline
2 of what each speaker said, but get the -- the
3 gravamen or the essence of what was said. So, it's
4 kind of a truncated version. Obviously you can't
5 have a 50-page transcript of the minutes. And for
6 County Council our minutes usually run about three
7 pages for a four hour long hearing -- or meetings.
8 Just to give you an idea, that's done in a variety
9 of different ways. There's not a whole lot of case
10 law or AG opinions that really elaborate on what's -
11 - when you hit the mark. But, you know, it's not --
12 kind of a Goldilocks thing so.

13 MR. CHAIRMAN:

14 Okay.

15 MR. ROOT:

16 Not too hot, not too much, not too little.

17 MR. CHAIRMAN:

18 Thank you, Mr. Root.

19 MR. ROOT:

20 Yes, sir.

21 MR. CHAIRMAN:

22 Okay, the reason I brought that up is -- is we got a
23 rather extensive letter from -- from the Ratliff's
24 with raising objections to how the minutes were
25 prepared and asking for the minutes to be

1 changed/whatever. Has everyone had a chance to --
2 to review that?

3 MR. EAGAR:

4 Yes.

5 MALE VOICE:

6 Yes.

7 MR. CHAIRMAN:

8 Okay. Based on what Mr. Root has told us, I think
9 we need to decide whether these minutes are a fair
10 representation of what happened at that meeting. If
11 we want to talk later when this particular issue
12 comes up, we can talk the letter from -- from Mr.
13 Ratliff and however we want to. Let's -- let's not
14 get into the details, just we need to decide we can
15 accept the minutes as written, we can make revisions
16 to the minutes, we can send the minutes back to
17 staff and say hey, guys, you just got to do a better
18 job. So, that's what our options are. And let me
19 make one other comment. Mr. Coley, could you please
20 represent to us that to the best of your knowledge
21 these minutes represent what transpired at the
22 meeting.

23 MR. COLEY:

24 To the best of my knowledge.

25 MR. CHAIRMAN:

1 In the -- in the -- in the spirit of what Mr. Root
2 defined for us.

3 MR. COLEY:

4 Yes.

5 MR. CHAIRMAN:

6 So you feel these are -- are accurate minutes?

7 MR. COLEY:

8 Reasonably.

9 MR. CHAIRMAN:

10 We get to make final decision, guys, so if you think
11 there's something missing or needs to be changed we
12 can do that. So, got a motion to second to approve
13 the minutes? How about discussion based on all
14 that?

15 MR. EAGAR:

16 I -- I -- I feel the minutes as presented are
17 adequate.

18 MR. CHAIRMAN:

19 Bill, any comments?

20 MALE VOICE:

21 I agree.

22 MS. FOWLER:

23 I think if it goes to a higher court they're gonna
24 be questioned. The -- the Ratliff's did bring up
25 several good points of things that were omitted and

1 you made comment that there were multiple supporting
2 emails but you only read one or two. All of those
3 emails need to be part of the minutes in some form
4 or fashion. People took time to write those emails
5 and --

6 MR. CHAIRMAN:

7 Yes.

8 MS. FOWLER:

9 -- they do not need to be swept under the carpet.
10 They need to be there so that future court action,
11 this seems to be headed that way, will have that to
12 work with.

13 MR. EAGAR:

14 Are you suggesting that -- that maybe we have an
15 addendum and just attach those to the minutes?

16 MS. FOWLER:

17 I think that addendum, if that's possible, as well
18 as Mr. Ratliff's letter all needs to be part of the
19 minutes.

20 MR. CHAIRMAN:

21 Okay. Mr. Comey?

22 MALE VOICE:

23 Coley.

24 MR. COLEY:

25 All the comments are put in after the minutes are

1 approved. Until the minutes are approved they're
2 left out. They will be in the final version.

3 MS. FOWLER:

4 Okay.

5 MR. CHAIRMAN:

6 Of the approved minutes. And also the --

7 MS. FOWLER:

8 And all of the emails will be in the final?

9 MR. COLEY:

10 That's correct.

11 MS. FOWLER:

12 Okay.

13 MR. CHAIRMAN:

14 And also obviously from the detail presented in the
15 letter there is a video available online right now
16 and anyone wants to review the chapter and verse,
17 exactly what transpired, it's either video or we
18 also have an audio transcript. You can listen to
19 the whole meeting. So I --

20 MS. FOWLER:

21 I know you said -- I think it should be a -- there
22 should be added now it shouldn't be something that
23 gets lost in the shuffle. I mean, they took time,
24 they made a point of correcting us and we need to
25 stand corrected and we need to put it in there

1 somewhere.

2 MR. CHAIRMAN:

3 You mean their letter?

4 MS. FOWLER:

5 Their letter and all --

6 MR. CHAIRMAN:

7 Well their letter --

8 MS. FOWLER:

9 -- of the emails.

10 MR. CHAIRMAN:

11 -- okay, their letter has -- has been accepted. We
12 can accept it now as a part of the official record
13 of the --

14 MS. FOWLER:

15 Okay.

16 MR. CHAIRMAN:

17 -- of the proceedings.

18 MS. FOWLER:

19 Okay.

20 MR. CHAIRMAN:

21 That -- that's without -- does that need to be part
22 of a motion or is that -- the letter that was sent
23 to us, that's part of the record isn't it?

24 MR. COLEY:

25 Yes.

1 MR. CHAIRMAN:

2 It's been sent to us and it's part of the record of
3 the -- our deliberations.

4 MS. FOWLER:

5 I just want to make sure it's not gonna get lost.

6 MR. CHAIRMAN:

7 I don't think so.

8 MS. FOWLER:

9 Okay.

10 MR. CHAIRMAN:

11 Mr. Coley's gonna make -- make sure. I mean, that's
12 why he's Secretary is to make sure it's all -- and I
13 agree with you, totally, we need to have all of that
14 as part of the official record.

15 MS. FOWLER:

16 That's right. Otherwise we are a kangaroo court and
17 I don't want to be a party to that.

18 MR. CHAIRMAN:

19 No, no, no, don't want any part of that. So,
20 (inaudible). Based on Mr. Coley's rep --
21 representation that all of the documentation we've
22 seen so far, all the emails, any letters so far are
23 going to be part of -- of the final record of the
24 proceedings.

25 MS. FOWLER:

1 Okay.

2 MR. CHAIRMAN:

3 Okay.

4 MS. FOWLER:

5 Then I say we vote to accept the minutes.

6 MR. CHAIRMAN:

7 Okay, all in favor --

8 MR. EAGAR:

9 (Inaudible) no, I have --

10 MR. CHAIRMAN:

11 -- of accepting the minutes as --

12 MR. EAGAR:

13 -- no, I have an editorial comment. My name is

14 misspelled in the -- in the minutes, E-A-G-A-R.

15 MR. CHAIRMAN:

16 Just as a side before we take vote, we had other
17 issues decided at the last meeting, any issues with
18 any of those minutes? Okay. So -- so I think we
19 have a motion to approve the minutes as stated,
20 except as revised to reflect Mr. Eagar's name
21 spelling. All those in favor say aye.

22 MALE VOICE:

23 Aye.

24 MALE VOICE:

25 Aye.

1 MR. CHAIRMAN:

2 Raise your hand. Okay, the minutes are unanimously
3 approved. Okay. Now here's where we deviate a
4 little bit from the stated procedure like I talked
5 about. This is variance request continuation number
6 VA 21-011, Ridgewater Engineering and Surveying.
7 Joe Meaders is requesting an 18.1 foot variance from
8 the 50 foot right-of-way for the entrance of the
9 subdivision due to the end of the existing road not
10 making full access to the property and only having a
11 prescriptive ditch to ditch right-of-way. TMS
12 number 150-00-01-459, an unaddressed parcel with the
13 closest address of 599 Ellenburg Road, Seneca, South
14 Carolina 29672. Okay, just as a side where we are
15 on this one, we've already heard all the public
16 comment. The -- the -- the two prim -- the -- the
17 requesting parting and the responding party have had
18 time at our last meeting to present their views. We
19 had a number of -- of emails that were received that
20 were referred to. We've -- we've taken those into
21 account and we had a large number of public
22 commenter's last time. And after we did all that we
23 closed the opportunity for input. So, given that
24 after that we received a rather lengthy
25 correspondence from -- from --

1 MR. EAGAR:

2 Mr. Ratliff.

3 MR. CHAIRMAN:

4 Mr. Ratliff, I'm very sorry. That we -- we've
5 accepted into the -- into the proceedings. As we --
6 as we closed that portion of the hearing we did two
7 things, we asked Staff to come up with a def -- a
8 delineation of who owns the road. Who -- who owns
9 the road and we asked hey, could the two parties
10 please get together and iron out the issues, some of
11 the issues that you've -- that you've raised. So
12 first of all Mr. Coley, could you tell us who owns
13 the road?

14 MR. COLEY:

15 Mr. Root's here --

16 MR. CHAIRMAN:

17 Mr. Root's going to help us, okay. Mr. Root, could
18 you please tell us?

19 MR. ROOT:

20 Mr. Chairman, if I could. And this is a
21 parliamentary matter, so we're square that way.

22 MR. CHAIRMAN:

23 Please do.

24 MR. ROOT:

25 I just want to make a motion to take from the table,

1 since y'all tabled it last time.

2 MR. CHAIRMAN:

3 Oh, we didn't do that, you're right. We're on that,
4 yes. I'd entertain a motion to -- to -- to --

5 MR. EAGAR:

6 So -- so moved.

7 MR. CHAIRMAN:

8 -- bring this issue from the table. Is there a
9 second?

10 MR. EAGAR:

11 So moved.

12 MALE VOICE:

13 I'll second.

14 MR. CHAIRMAN:

15 All those in favor of bringing the issue off the
16 table?

17 MALE VOICE:

18 Aye.

19 MR. CHAIRMAN:

20 Okay, it's unanimous. Thank you, sir.

21 MR. ROOT:

22 So, the ownership issue is a little bit, it's not as
23 clear I want to say as you might think of fee simple
24 ownership in your property. You have ownership
25 rights interest in the land. I don't think there's

1 any question about who owns the -- the rights
2 underneath the road. The question is the traveling
3 surface of the road. Up until the latter part of
4 last week all of my best information from the Roads
5 and Bridges department was that the county
6 maintained this road all the way to the end of the
7 paved section for 20 years, which is the -- the
8 required time for a prescriptive easement. Twenty
9 years, adverse to the other owners with well defined
10 area that's been maintained. Since that decision
11 was made on my part and -- and based on the
12 information from the Roads and Bridges department I
13 received an affidavit that called that into question
14 as to where the end of county maintenance is. I
15 have not fleshed that out yet but I think there's a
16 question of fact at this point that needs to be
17 delved into a little bit more if it has to be. So
18 at this point I can't say definitively and I'm not
19 the final arbiter in any event but I couldn't say
20 definitively where that end of county maintenance
21 is, if it's in front of Mr. Ratliff's or all the way
22 to the end of the paved section.

23 MR. CHAIRMAN:

24 Okay, so we don't have an answer tonight. That --
25 that's fine. Could you -- could you define for us,

1 please, we hear the term prescriptive easement.

2 MR. ROOT:

3 Yeah, I'd love to.

4 MR. CHAIRMAN:

5 What does that mean? What is that?

6 MR. ROOT:

7 So you can get an easement, we all have easements,
8 most folks who -- who own property will have an
9 easement that they give to a utility provider. A
10 lot of folks would be surprised that they have an
11 easement that goes into their front yard for quite a
12 ways that perhaps is held by the DOT. It just means
13 that you have given some interest over to another
14 party that they can -- for a right-of-way easement
15 that they can travel over ingress, egress, over that
16 easement. A prescriptive easement is not given by a
17 grant, it's not necessarily implied by law but it
18 arises over the conduct -- by the conduct of the
19 party over 20 years. We have a lot of roads that
20 the county maintains historically, a lot, by
21 prescriptive easement. The county's rights, and
22 just remember that the county is not claiming an
23 ownership right that we can do whatever on this land
24 or on any other. It's simply as a fiduciary
25 essentially the county is maintaining this road for

1 the travelling public. It's open for the public to
2 use. We can't expand what's been maintained over 20
3 years. We can't decrease it either. So essentially
4 it is, without a document, it is a easement grant,
5 kind of implicit, an easement grant to, in this case
6 it would be to Oconee County, based on maintenance
7 over 20 years for a defined section. Does that make
8 sense? All right, so that -- that's where you get
9 that last element is the question of --

10 MR. CHAIRMAN:

11 So based on maintenance or usage I guess?

12 MR. ROTT:

13 Well yeah, obviously, maintenance and --

14 MR. CHAIRMAN:

15 (Inaudible) usage or maintenance?

16 MR. ROOT:

17 -- (inaudible) open to the public, to the traveling
18 public, correct. And so that defined area is where
19 I'm still stuck on, you know, how far down does the
20 county maintenance go.

21 MR. CHAIRMAN:

22 Help me understand how did the county or my
23 recollection is is actually it was a state road way
24 back when before the state got rid of all their
25 roads, a lot of their roads. How did the road

1 originally get established? How -- there wasn't any
2 prescriptive easement, how -- how does a road get
3 established across the property owners there?

4 MR. ROOT:

5 Just by use really. And -- and I don't know about -
6 - I've heard that it was a state road, previously.
7 I don't have hard evidence apart from what --

8 MR. CHAIRMAN:

9 That's fine.

10 MR. ROOT:

11 -- essentially would be testamentary evidence or --
12 or testimony but it just starts happening. When I
13 was in Charleston we had a case on James Island
14 where we had to parse out different roads to
15 establish contiguity for the town. It surprised me
16 to find out some of the very major arteries were by
17 prescriptive easement and they dated back, you know,
18 150 years. So, at one point in time, not always
19 known, the county in this case, starts maintaining
20 this road, holding it open to the public that's
21 contrary to the rights of the -- the land owners for
22 the surface below the road. But the county
23 continues to do that for a period of 20 years
24 uninterrupted and then that prescriptive easement
25 arises. So that conduct establishes it, so to

1 speak. I know Mr. McDuff talked about a court
2 adjudicating whether or not a prescriptive easement
3 has arisen. It arises by the conduct of the parties
4 but it oftentimes is defined by a court and that --
5 it may be where we're headed here, I don't know but
6 --

7 MR. CHAIRMAN:

8 It could be.

9 MR. ROOT:

10 Does that clarify things?

11 MR. CHAIRMAN:

12 Okay. Folks have any questions?

13 MALE VOICE:

14 Yes.

15 MR. EAGAR:

16 Well I have -- you know, is under perspective
17 easement that gives the city the right to maintain
18 the road, what if there's a requirement like in this
19 case a request to change the road, to change the
20 location of the road, does that perspective easement
21 give any power to the county to approve or
22 disapprove that?

23 MR. ROOT:

24 Okay, so what the county has done over the course of
25 that 20 years essentially defines what the county

1 can do. So, we can continue to maintain let's just
2 say the whole road, say road A, we won't take it
3 outside of Ellenburg. We establish a prescriptive
4 easement over the course of 20 years. We can
5 continue to maintain that thoroughfare for the
6 traveling public. Generally the courts have
7 interpreted and the Attorney General has interpreted
8 it that it will also include the ditches that are
9 necessary as part of the maintenance, and you can
10 even allow for, and there's a AG opinion on this,
11 for utilities to be placed within outside the
12 traveling surface too because that's essentially the
13 same thing as a normal easement would give. But as
14 far as, you know, we're gonna just gonna change
15 this, we're gonna move the road over, well the
16 county could not do that. In this case I think it's
17 salient that the county would have to really go
18 through the abandonment procedure for that little
19 portion, you know, assuming that the portion that
20 like I think that's right in front of Mr. Ratliff's
21 shop, is left out of the new road configuration,
22 that old road configuration would still be there,
23 still have a prescriptive easement over it, and the
24 county would have to abandon it, through -- it's a
25 judicial proceeding.

1 MR. CHAIRMAN:

2 What does right-of-way have to do with it? Right-
3 of-way, the -- the issue here is right-of-way.

4 MR. ROOT:

5 Yes, sir.

6 MR. CHAIRMAN:

7 You got like I think it's an 18-foot paved road then
8 that's 18 foot on up to 32 -- 32 feet total is a 50-
9 foot right-of-way that we're talking about. What --
10 what -- is that a prescriptive right-of-way or is
11 that -- what is that?

12 MR. ROOT:

13 It is not. That's where with prescriptive easements
14 you'll find that the right-of-way contours or
15 footprint of it is a lot more narrow. Generally
16 we're looking for a 50-foot or 66-foot right-of-way
17 within that you'll have a -- a 20-foot paved or 25-
18 foot paved surface. In the right-of-way area you
19 can do other things, utilities, you can expand the
20 road later, prescriptive easement doesn't give that.
21 Like on ditch to ditch is what it's often referred
22 to. So -- so you have a 20-foot paved surface, just
23 a prescriptive easement you may have a right-of-way
24 total of 26 or 28 feet.

25 MS. FOWLER:

1 Now, I want to --

2 MR. ROOT:

3 Based on the conduct of the parties over the 20
4 years.

5 MS. FOWLER:

6 I'm bothered about something. I've been through
7 this package several times of what they gave us. I
8 didn't find any permits. I didn't find anything
9 from DHEC or from Duke or even from Oconee County
10 giving them permission to do what they're doing.
11 Should they not have gone through a permit process
12 before they came to us?

13 MR. ROOT:

14 I'm sorry, to do what they are doing, could you be
15 more specific?

16 MS. FOWLER:

17 We'll they're gonna move the road, their intention
18 is to abandon what's there and move the road over
19 which in that would make the machine shop boat
20 house, whatever it is, be landlocked. Is there not
21 a permit process that they should've gone through
22 before they got to us where that would've been
23 established?

24 MR. ROOT:

25 I think the -- the time is probably well spent going

1 through this step first. This is almost a
2 preliminary matter; are you gonna have a variance so
3 you can start that process. They're still gonna be
4 subject to for our part the road acceptance
5 procedure --

6 MS. FOWLER:

7 Okay.

8 MR. ROOT:

9 -- and there's a full litany of things that they
10 have to do to have the roads accepted, built to
11 certain specifications, obviously permitted
12 consistent with our subdivision regulations and
13 you'd have to have abandonment procedures for that
14 area that's not used. So there's still a lot
15 subsequent speaking to what you're -- you're talking
16 about. Subsequent, but I don't fault them for doing
17 this first.

18 MS. FOWLER:

19 Okay.

20 MR. ROOT:

21 If it makes sense.

22 MS. FOWLER:

23 Well, I just, you know, they're talking about
24 getting very close to the Duke line, they're talking
25 about abandoning a road, it was a lot of changes

1 they were making in their plans in what I read here
2 that I felt like they should have had to get a
3 permit and had DHEC approve moving dirt, hauling up
4 rock and the stuff that they've done. They
5 should've had something from Oconee County stating
6 that they had a permit to, you know, do what they
7 did.

8 MR. ROOT:

9 And -- and I can't speculate on all what they did or
10 what you're referring to. As far as the road issue
11 goes, there will be a lot more that's left to do if
12 they get this variance. Like I say, still the road
13 acceptance, the permitting process through that, the
14 subdivision permitting process, and then the
15 abandonment issue too.

16 MR. CHAIRMAN:

17 Make -- makes sense to get this decided before they
18 go to all the effort of trying to get all the
19 specific permits required. That's a big deal. I --
20 I -- I feel comfortable that we're going in the
21 right --

22 MS. FOWLER:

23 Okay.

24 MR. CHAIRMAN:

25 -- in the right process. Any other questions for

1 Mr. Root? Thank you, sir. Appreciate it.

2 MR. ROOT:

3 Yes, sir.

4 MR. CHAIRMAN:

5 Okay, so we have got the -- got the -- the issue
6 before us. We have the option here of a couple of
7 things. We can go ahead and proceed to decide
8 tonight if we want, based on what we've heard,
9 although we have Mr. Root --

10 MS. FOWLER:

11 We still don't know who owns the road and if we have
12 the authority.

13 MR. CHAIRMAN:

14 Just presenting what our options are.

15 MS. FOWLER:

16 Okay.

17 MR. CHAIRMAN:

18 All I'm trying to do is present what our options are
19 here. We can do that. We could say one of the --
20 one of the issues is we have received additional
21 what I would call public comment from Mr. Ratliff,
22 that big letter, we've accepted that. There may be
23 that the applicant has -- would like to have some
24 time to present specifically what they want to do
25 with they're proposing to do. And we've had at

1 least one request to Mr. Coley about pub -- further
2 public comment. You told him no, we can't have
3 public comment 'cause it's closed. So we have the
4 option of deciding tonight or we can -- we can table
5 the -- the issue and have to bring it up next time
6 or we can postpone the issue, postpone this until
7 such time as Mr. Coley gets information from the two
8 parties that they're ready to talk. Mr. Root.

9 MR. ROOT:

10 I'm sorry, and I don't mean to --

11 MR. CHAIRMAN:

12 Please do.

13 MR. ROOT:

14 -- take too much time.

15 MR. CHAIRMAN:

16 Please do.

17 MR. ROOT:

18 But speaking with Mr. McDuff and Mr. Brandt earlier,
19 the most vested parties in this, I don't think
20 there's any question, they would like to postpone
21 the hearing. It's different than table -- obviously
22 with table you have to take it off the table in the
23 very next meeting, postpone you could do it for the
24 next meeting or you could just attach a condition to
25 it, move to postpone it until the applicant asks for

1 a new hearing, perhaps. Which makes sense, 'cause
2 as I understand it they are working out a potential
3 compromise, they just have some pieces to fall
4 together. So a motion to postpone may be in order
5 until the applicant requests a new hearing.

6 MR. CHAIRMAN:

7 Okay. Any questions for Mr. Root on that?

8 MALE VOICE:

9 Well --

10 MR. EAGAR:

11 I -- I would -- I would move that we postpone until
12 they are ready to come back. Mr. -- I'm sorry.

13 MR. CHAIRMAN:

14 Let's get, Mr. Brandt, please.

15 MR. BRANDT:

16 I'm sorry.

17 MR. CHAIRMAN:

18 If it's not very long, please.

19 MR. BRANDT:

20 We -- Mr. McDuff and I, along with our clients, had
21 a long meeting a couple weeks ago, a week or so ago,
22 when you get old it's kinda hard to put things in a
23 timeframe. But we made progress. We are proceeding
24 toward something that we can agree with and with a
25 little more time we can get that done. As Mr. Root

1 said though, even if we agree, there's still some
2 things, dominos, that have to fall to make it a
3 reality. So, if you grant the easement, for
4 instance, we still have to comply with closing the
5 old prescriptive easement and declare, you know,
6 having the court hearing, it may be a friendly suit,
7 but having the Court determine the underlying owners
8 of the property. So we realize that but we are
9 working, I think the parties are working in good
10 faith and negotiating in earnest. And hopefully we
11 can come back with something and tell you that at
12 least as to us and the issues before you that we
13 have come to some kind of an agreement.

14 MR. CHAIRMAN:

15 How could we fight (inaudible) with that? That's
16 what we asked for. Mr. McDuff, any -- you have
17 anything to say?

18 MR. MCDUFF:

19 You know I haven't prepared a long sermon for
20 tonight.

21 MR. CHAIRMAN:

22 Please, please.

23 MR. MCDUFF:

24 I'll keep my remarks brief.

25 MALE VOICE:

1 We'll pass the plate, (inaudible).

2 MR. MCDUFF:

3 Yeah, well we don't do that tonight, we'll pass
4 tonight. We'll do that Wednesday night. The -- we
5 have had discussions and the reason why I think it's
6 in the best interest of everybody to postpone rather
7 than table is that some of this is gonna depend upon
8 other outside parties providing information to us,
9 including the engineers from which we can take that
10 -- we don't know what the timeframe on that's gonna
11 be. So, you're faced with it coming up again in a
12 month and we may not have the information yet. I
13 know the developer's pushing to get the information
14 as quickly as possible, acting in good faith. But I
15 think as long as we can -- we just have it postponed
16 and then if we need to the developer can apply for I
17 think a 21-day notice, get it back on the agenda
18 again.

19 MALE VOICE:

20 Sounds good.

21 MR. CHAIRMAN:

22 All right?

23 MR. EAGARA:

24 I'll move that we postpone subject to their getting
25 back and requesting it be put for -- forward on the

1 agenda.

2 MR. GILSTER:

3 I second.

4 MR. CHAIRMAN:

5 Okay, any further discussion folks? Okay, ask --

6 let me just -- as I understand it that will come

7 back on the agenda at some point in time. At that

8 time -- do -- do we have to -- I want to have --

9 have the opportunity for more public comment.

10 Anyone else wants to say something, they can do it.

11 Is there -- do I have to make that part of the

12 postponement motion?

13 MR. COLEY:

14 You can do it as a second motion or you can I think

15 you can then revise the original motion to include

16 that --

17 MR. EAGAR:

18 I'm willing to --

19 MR. COLEY:

20 -- (inaudible).

21 MR. EAGAR:

22 I'm willing to amend the motion to -- to allow for -

23 - for the discretion that the postponed hearing.

24 MR. CHAIRMAN:

25 It's public comment.

1 MR. EAGAR:

2 Yeah, right.

3 MR. CHAIRMAN:

4 But the next time we bring this up we'll have public
5 comment.

6 MALE VOICE:

7 Right.

8 MR. GILSTER:

9 Second.

10 MR. COLEY:

11 Mr. Chair, if we can also include a mechanism for
12 the postponement to end either by the developer or
13 by both parties agreeing that they have either
14 reached a resolution or reached an impasse where
15 they will no longer be able to reach a resolution.
16 But that there is some information is given to us to
17 put it back on, if there's a mechanism in this
18 motion as well.

19 MR. CHAIRMAN:

20 Okay, so as I read the motion we're going to agree
21 to postpone. It's going to be -- we're going to at
22 the -- if we have another hearing we will allow
23 further public comment and we expect both sides or
24 at least one side to come back to Mr. Coley with --
25 with a -- a statement that either you have reached

1 an agreement and you're ready to reach a resolution
2 or you haven't reached -- reached agreement and you
3 have no more input. And I guess I would include in
4 that a six month timeframe. Let's get it done in
5 six months or --

6 MALE VOICE:

7 That -- that should be sufficient.

8 MR. CHAIRMAN:

9 That -- that reasonable?

10 MALE VOICE:

11 I think that's reasonable.

12 MR. CHAIRMAN:

13 Okay. Okay, all that said, is that -- is that good
14 enough for a motion? Mr. Coley?

15 MR. COLEY:

16 Yes, sir.

17 MR. CHAIRMAN:

18 Is that -- that good enough? You can get that?

19 Okay.

20 MR. COLEY:

21 Yeah.

22 MR. CHAIRMAN:

23 Any further discussion?

24 MR. COLEY:

25 No.

1 MR. CHAIRMAN:

2 All in favor please say aye.

3 MALE VOICE:

4 Aye.

5 MALE VOICE:

6 Aye.

7 MR. CHAIRMAN:

8 It's unanimous. The -- the issue is postponed.

9 There may be a lot of people here that wanted to
10 take part in this particular request. That's it for
11 tonight. If you want to leave, you won't hurt our
12 feelings. We've got several other items to talk
13 about. Thank you very much for coming. If you
14 could leave promptly though because we've got other
15 issues to talk.

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JOHN'S MARINE SERVICE, INC., ET AL.

VS.

ORIGINAL

OCONEE COUNTY BOARD OF ZONING APPEALS, ET AL.

4/25/22

LEGAL EAGLE

Post Office Box 5682

Greenville, South Carolina 29606

864-467-1373

depos@legaleagleinc.com

1 MR. EAGAR:

2 So moved.

3 MR. MAYS:

4 Second.

5 MR. CHAIRMAN:

6 Any discussion? All those in favor of approval
7 please raise your hand and say aye.

8 MALE VOICE:

9 Aye.

10 MR. CHAIRMAN:

11 Five to nothing approved. Okay, the request of the
12 special exception is approved and those of you are
13 here to -- to -- interested in this -- this issue
14 you may all leave if you care to, 'cause the next
15 one's gonna take awhile. Likely to take awhile, I
16 don't want to prejudge anything. Okay, before we
17 get started let me just state this is -- this is a
18 continuation of a request that was made several
19 months ago, concerning a development off of
20 Ellenburg Road. When we concluded before we were
21 kind of -- had listened to all the input and -- and
22 -- and were in the process of trying to decide and
23 we said hey we can't decide because of issues like
24 does the county really have a prescriptive easement
25 and -- and -- and perhaps are the two -- are parties

1 involved able to reach some sort of agreement that
2 we don't have to worry about. So we're here again
3 tonight to continue that hearing. We've heard all
4 kinds of input. We've decided to kind of go back to
5 the beginning and say okay we're going to hear from
6 the requesting party, we're gonna hear from anyone
7 else who wants to say something. We'll hear more
8 input from the county on what the -- what the issues
9 may be and then we'll consider everything we've been
10 told and -- and try to reach a decision. So, let me
11 read this -- read the application again. Variance
12 application number VA21-011 continuation from
13 1/24/22 BZA hearing postponement, Ridgewater
14 Engineering and Surveying, Joe Meaders is requesting
15 an 18.1 foot variance from the 50-foot right-of-way
16 for the entrance of the subdivision due to the end
17 of the existing road not making full access into the
18 property and only having a prescriptive ditch to
19 ditch right-of-way. TMS number 150-00-01-459, an
20 unaddressed parcel with the closest address of 599
21 Ellenburg Road, Seneca, South Carolina 29672. Okay,
22 for someone from the applicant like to make a
23 statement?

24 MALE VOICE:

25 Shouldn't we have to determine our jurisdiction

1 first?

2 MR. CHAIRMAN:

3 Pardon me?

4 MALE VOICE:

5 Shouldn't we determine our jurisdiction?

6 MR. CHAIRMAN:

7 We'll do that -- we'll -- we'll do that after their
8 presentation.

9 MALE VOICE:

10 Okay.

11 MS. SMITH:

12 Thank you.

13 MR. CHAIRMAN:

14 Can everyone hear now? I'm --

15 FEMALE VOICE:

16 No.

17 MR. CHAIRMAN:

18 I -- the mic still isn't working.

19 MS. SMITH:

20 Test, one, two. Test, one, two. Test, one, two.

21 Test, one, two.

22 MALE VOICE:

23 I can hear that.

24 MALE VOICE:

25 I could use a little more volume but I'm getting

1 old.

2 MR. CHAIRMAN:

3 Is there more volume available?

4 MS. SMITH:

5 I mean, I can lean into the mic. Or I can holler --

6 MR. CHAIRMAN:

7 I just want to make sure everyone can hear -- can
8 hear back there without undue stress on you and the
9 other folks when they want to talk.

10 MS. SMITH:

11 I don't mind to shout.

12 MALE VOICE:

13 That's all she's got, so.

14 MR. CHAIRMAN:

15 That's all we got, okay.

16 MS. SMITH:

17 Test, one, two. Test, one, two. I'll try and speak
18 up.

19 MR. CHAIRMAN:

20 If you would, please.

21 MS. SMITH:

22 All right. Good evening Board members, respective
23 staff and members of the public. Thank you for your
24 time and consideration as we come before you seeking
25 this same variance from a few meetings back. My

1 name is Rita Smith; I'm a member of the development
2 team at Lake Keowee Real Estate. I have with me
3 tonight on our development team, Andy Lee, broker in
4 charge, owner of Lake Keowee Real Estate and our
5 counsel Larry Brandt seated behind me. We have made
6 multiple efforts, offerings and offerings to come to
7 terms with the Ratliff's and unfortunately we've
8 reached an impasse so I'm here today to present to
9 you our criteria for this parcel to be granted
10 variance based on our individual case of unnecessary
11 hardship of an ordinance. I feel confident at the
12 conclusion of this presentation we will have made a
13 clear explanation of the -- of each of the findings
14 of the four general criteria to grant a variance.
15 Before getting into the criteria I'd like to clarify
16 that the purchase of this parcel predates the
17 existing road ordinance according to a member of the
18 Oconee County Planning Commission. At the time of
19 purchase no variance would have been needed to go
20 straight into construction, however, given that we
21 entered one of the most severe economic recessions
22 in US history it would've been very unwise timing to
23 do so. Here is what specifically we are requesting
24 a variance on. Inside your packet the easy thing to
25 do is pull it apart. I've labeled on the side

1 there, you're looking for item three in your packet.
2 We're asking for a variance for the width of the
3 right-of-way on a small portion of the road we are
4 building. The majority -- the vast majority of the
5 road will have a 50 foot right-of-way. Understand
6 we're asking for a change in the width of the right-
7 of-way and not a change in the width of the actual
8 paved road surface. So starting with criteria A,
9 there is an extraordinary and exceptional conditions
10 pertaining to the particular piece of property. So
11 you can see, and we've got it pulled up here, the
12 parcel itself is a peninsula and it's bounded by
13 water on all sides. The peninsula is narrow in a
14 small portion of the parcel and is unique in that
15 the property line is the center of the road. As per
16 county roads department the road is maintained by
17 prescriptive easement. These conditions are
18 extraordinary and exceptional because of the
19 limitations created by geography and topography
20 within this parcel. I remind the Board that the way
21 a parcel of land lays, the geography, the
22 topography, they are both acceptable -- acceptable
23 reasons for granting a variance. Next, Number B,
24 the conditions do not generally apply to other
25 property in the vicinity. The geographic vicinity

1 of this piece of property most roads have a 50 foot
2 right-of-way because they're not geographically
3 constrained. This property is bounded by a body of
4 water. Most parcels in the vicinity are not bound
5 by water on both sides. Because of the unique
6 geography of this parcel meeting the current road
7 ordinance and the -- meeting the current road
8 ordinance therefore creates a scenario which meets
9 the criteria for granting a variance. Next, Number
10 C, because of these conditions the application of
11 the ordinance to the particular piece of property
12 would effectively prohibit or unreasonably restrict
13 the utilization of the property. Without granting
14 this variance to the road ordinance the application
15 of the ordinance will unreasonably restrict the use
16 of the property. Again, the property was purchased
17 prior to the ordinance being adopted. If you'll
18 reference the deed restrictions which is item seven
19 in your packet and that's the very back pages,
20 you'll see that these restrictions are designed in
21 mind with an end use for a single family residential
22 development, which was and still remains the intent
23 behind this purchase. The developments in the
24 vicinity of this property have larger home sites and
25 larger homes. The application of this ordinance

1 effectively prohibits building like-kind or similar
2 developments for which this property was purchased
3 for as per the deed. And finally, D, the
4 authorization of a variance will not be a
5 substantial detriment to adjacent property or to the
6 public good and the character of the district will
7 not be harmed by the granting of the variance. The
8 community will be like-kind of the others in the
9 area that we have developed such as Harbor Oaks,
10 Cottages at Riverbirch, Pointe Harbor and Spring
11 Hollow all located along the Knox Road and Ellenburg
12 Road corridor, thus not affecting the character of
13 the district. Granting this variance will not be a
14 detriment to the public good as there is no further
15 impact to the public. Given the unique peninsula
16 and geography of the parcel granting the variance
17 will allow access to what is essentially a dead end
18 road. Here's a brief overview of the variance
19 requested as it relates to the Ratliff's neighboring
20 parcel. Number one, the -- the proposed improvement
21 will relocate the existing edge of the county
22 pavement to provide the Ratliff's more area to
23 maneuver outside the county maintained roadway.
24 Number two, we're going to extend the Ratliff's
25 current driveway to meet the new roadway so that is

1 then contiguous from his drive to ramp. Number
2 three, we will install a cul-de-sac at the
3 termination of the road. This will be located 100
4 percent within the boundaries of our parcel and does
5 not encroach onto the Ratliff property. The general
6 public would have access to this cul-de-sac as --
7 and will -- it will be deed -- deeded as such. This
8 will certainly benefit the Ratliff's and their
9 customers to be able to turn around there, however,
10 Jimmy states in a letter to the public that 80
11 percent of his customers arrive by water so it may
12 be more advantageous for his delivery truck drivers
13 to make that loop. Number four, we are approving --
14 improving the affected area of an aging county road
15 to current county specifications, an improvement to
16 the current conditions of the roadway. This
17 improvement is at no cost to the Ratliff's or the
18 tax payers. In closing this part of the
19 presentation I'd like to remind the Board that the
20 criter -- criteria for a variance exists solely
21 within the explanation of the four criteria I have
22 covered at length earlier. There has been an
23 abundance of public misinformation, untruths and
24 outright falsehoods around our request. I implore
25 you to solely consider the truthful information

1 presented as it relates to the four criteria for a
2 variance. The root of the matter, this parcel has
3 significant geographical and physical constraints.
4 The road ordinance more than creates an unnecessary
5 hardship. The road ordinance established after the
6 purchase of the property unreasonably restricts the
7 use of the property is under these four criteria
8 alone. I'm asking for your consideration in
9 granting this variance and I believe we've firmly
10 made a solid case for approval. Thank you so much.

11 MR. CHAIRMAN:

12 Any questions at this time?

13 MALE VOICE:

14 (Inaudible).

15 MR. CHAIRMAN:

16 Okay, thank you.

17 MS. SMITH:

18 Thank you.

19 MR. CHAIRMAN:

20 Okay, at this time I'd like to ask county staff to
21 provide any input they may have. One issue, Mr.
22 Root, I guess is prescriptive easement and does the
23 county have a prescriptive easement for this, the
24 road?

25 MR. ROOT:

1 Mr. Chairman, if I may, just retain my seat.

2 MR. CHAIRMAN:

3 Sure.

4 MR. ROOT:

5 The -- I expressed the opinion on the Jan -- or
6 during the January meeting, nothing has changed with
7 that opinion which was to the effect that the
8 county's corporate or institutional memory or
9 knowledge is that it has a prescriptive easement to
10 the edge of the pavement to the end of the pavement,
11 abutting the -- the property that's to be developed.
12 I understand though at that time I had one affidavit
13 from Jan Ratliff, I have another one now, I believe
14 her name is Ms. -- yeah, Lori Ellenburg Bright, that
15 calls that into question as -- as far as where that
16 prescriptive easement ends, if it ends somewhere
17 west of that. And that's all I have. I -- I'm not
18 a final arbiter or fact finder in that regard. I
19 can't make a decision in -- just to make my role
20 clear, I'm here to as best I can help with the
21 integrity of the proceedings to make sure it goes
22 smoothly. There's able counsel here for both sides
23 and it would be, you know, just not right for me to
24 advocate for any particular position. I'll answer
25 any questions I can but as far as the facts on that

1 prescriptive easement issue, that's what we have.

2 MR. CHAIRMAN:

3 So it's kind of unclear as to what --

4 MR. ROOT:

5 I -- I -- I would say --

6 MR. CHAIRMAN:

7 It's unclear.

8 MR. ROOT:

9 -- I wouldn't even use that moniker on it. I would
10 say we've got the county maintains that it has the
11 end of the pavement but I do understand that we have
12 sworn statements provided by Mr. Ratliff's side
13 we'll say that contradict that.

14 MR. CHAIRMAN:

15 Okay, another issue is -- is -- I lost my train of
16 thought. Another issue is the -- is the -- is the
17 nature of the road and the right-of-way and what
18 that all means. Can someone explain for me what the
19 proposal means in terms of the inevitable road as
20 opposed to what the right-of-way means; what right-
21 of-way means?

22 FEMALE VOICE:

23 Is that you, Mr. Root?

24 MR. CHAIRMAN:

25 No, no.

1 MR. ROOT:

2 I would be glad to. We also have Kyle Reid from our
3 Roads and Bridges --

4 MR. CHAIRMAN:

5 Reid, yeah, Mr. Reid, I'm sorry --

6 MALE VOICE:

7 That's okay.

8 MR. CHAIRMAN:

9 -- would you like to comment on that?

10 MR. REID:

11 Sure. So, navigable road being the road surface
12 shoulder area for a car to correct, not the tra --
13 it's not necessarily the traveled way but if a car
14 does run off it can correct. Right-of-way being the
15 area that it takes to maintain that road and
16 utilities and all those things that come along with
17 the -- with the road.

18 MR. CHAIRMAN:

19 So the proposal is for a -- a fully navigable
20 correct road. The question is, right-of-way allows
21 the county to like you say maintain the road, some -
22 - in general allows the road to be widened if
23 necessary, if the county wants to do it or allow
24 utilities to be run, that kind of thing.

25 MR. REID:

1 Yes, it gives us the right to allow widening,
2 raising the surface, lowering the surface, culverts,
3 drainage, any of that stuff and then utilities.
4 Again, we -- when we obtain right-of-way then we
5 have the right to allow subsurface utilities.

6 MR. CHAIRMAN:

7 And you've reviewed this and -- and to the extent
8 necessary that you'll be able to run utilities and -
9 - and that kind of thing to a new development given
10 the narrow right-of-way.

11 MR. REID:

12 I believe the engineer would be better to speak on
13 that than I would. I -- I haven't seen where all
14 the utilities would run or anything else. I don't
15 think that it's gotten that far in the planning.

16 MR. CHAIRMAN:

17 It hasn't gone -- I don't think it's gone that far.

18 MR. REID:

19 I don't think it's gone that far in the plan -- plan
20 phase. I -- I -- I wouldn't be able to answer that
21 --

22 MR. CHAIRMAN:

23 (Inaudible).

24 MR. REID:

25 -- without reviewing a plan.

1 MR. CHAIRMAN:

2 Okay. Okay, does anyone have any questions for --

3 MALE VOICE:

4 Mr. Reid, one quick question again, I -- I just want
5 to make sure because I've -- this has been one --
6 one thing that's really kind of thrown me off a
7 couple times. Did we ever determine that this --
8 this roadway at some point the county turned it over
9 to the property owners? And so it -- I -- I guess
10 I'm still saying is this gonna be a county road or
11 is this gonna be a part of a county road and then
12 the rest of it's gonna be private?

13 MR. REID:

14 No, no -- no sign that we ever turned it over to the
15 property owners, no records on that end. No, sir.

16 MALE VOICE:

17 Okay. Thank you. I -- I just wanted to make sure
18 of that because at -- at one point I think maybe a
19 time or two before this that -- that was kind of up
20 in the air and whether it was deeded over, it was
21 not deeded over, if it was just the county walked
22 away from it and -- and so the property owners took
23 it over. So you're saying it is definitely a county
24 road?

25 MR. REID:

1 To our -- to our institutional knowledge, yes, sir,
2 it -- it is a county road, all the way to the end as
3 shown on -- on the plan.

4 MALE VOICE:

5 Thank you.

6 MR. CHAIRMAN:

7 Thank you so much.

8 MR. REID:

9 Again --

10 MR. CHAIRMAN:

11 Where I think it is and if the folks from the county
12 can correct me, this used to be -- that road used to
13 be a state road before the lake was formed. It was
14 a state DOT road that went on past where it ends now
15 and on - across the valley, wherever it is, before
16 the lake was formed. Then the lake was formed and
17 the road was abandoned by the state and the county
18 assumed responsibility.

19 MR. REID:

20 So generally --

21 MR. CHAIRMAN:

22 Is that -- have I got that --

23 MR. REID:

24 And I can -- I can speak generally. Well, first,
25 I've contacted the state and they don't have any

1 record of Ellenburg Road that -- that shows that it
2 was a state road. Now all of the institutional
3 knowledge again says that it was a state road. As
4 far as anything that where the state abandoned their
5 maintenance responsibility and gave it to the
6 county, again there is no record that shows that,
7 the -- the state did not have any records as such
8 and we don't have any records as such to that end.
9 So, it is institutional knowledge that has -- that
10 has led us to that we own to that point of the road.

11 MR. CHAIRMAN:

12 But nothing says that -- I mean, that road had to be
13 originally built to extend further. It wasn't built
14 the way it stands now. And there's an issue with
15 whatever is the last 100 feet whether or not that's
16 -- has a -- the county has a prescriptive easement
17 over that, that the road was originally put in by
18 someone presumably the state to be a state road, or
19 be a road even though there's no record of it.

20 MR. REID:

21 Yeah, that -- that is the understanding that I --
22 that we have --

23 MR. CHAIRMAN:

24 The last 100 feet wasn't put as a driveway for --
25 for the business down there.

1 MR. REID:

2 The -- that the road continued and -- and went over
3 to the right as you look at the property it went
4 over to the right, there's still an old roadbed
5 there so it did continue on from that point.

6 MR. CHAIRMAN:

7 Okay. Okay.

8 MR. REID:

9 Just not straight up over the peninsula.

10 MR. CHAIRMAN:

11 Have I misstated anything there, folks? Okay. Any
12 other questions for Mr. Reid? Thank you, sir,
13 appreciate it.

14 MR. REID:

15 Thank you.

16 MALE VOICE:

17 Excuse me, sir? Does that mean that road was a
18 through road to the other side of the lake that
19 connected somewhere else or was it a dead end road
20 200 yards down the road?

21 MR. CHAIRMAN:

22 I believe it means it was a state road that went
23 across the valley --

24 MALE VOICE:

25 And connected to other roads.

1 MR. CHAIRMAN:

2 -- and connected somewhere. I don't think we know
3 where it went.

4 MALE VOICE:

5 Okay. I wasn't sure if it was that or if it dead
6 ended 200 yards down.

7 MR. CHAIRMAN:

8 I don't think there's evidence that says that's the
9 case.

10 MALE VOICE:

11 If it was there before the lake formed it went
12 somewhere.

13 MR. CHAIRMAN:

14 Yeah, it went somewhere. Even though there's no
15 records, it makes sense.

16 MALE VOICE:

17 Yeah.

18 MR. CHAIRMAN:

19 So --

20 MR. EAGAR:

21 It probably had -- it probably had a state
22 (inaudible).

23 MR. CHAIRMAN:

24 (Inaudible).

25 MR. REID:

1 If I may add one more thing.

2 MR. CHAIRMAN:

3 Yes, sir.

4 MR. REID:

5 I -- I -- also contacted Crescent to see what
6 records they had and they didn't have anything that
7 showed a continuation or anything else like that or
8 --

9 MR. CHAIRMAN:

10 Uh-huh.

11 MR. REID:

12 -- or any records in kind to that for us.

13 MR. CHAIRMAN:

14 But there's an old road -- I didn't realize that,
15 there is an old road bed running through the -- the
16 Arrowhead property.

17 MR. REID:

18 I believe it goes off into the lake as --

19 MALE VOICE:

20 It goes into the lake.

21 MR. CHAIRMAN:

22 Yeah. Okay.

23 MALE VOICE:

24 Yes.

25 MR. CHAIRMAN:

1 Okay, thank you.

2 MR. REID:

3 But -- sorry.

4 MR. CHAIRMAN:

5 Okay. Mr. Coley anything else that Staff wants to
6 bring up on this subject?

7 MR. COLEY:

8 That's all the (inaudible) so it's in the backup for
9 everything we put in originally.

10 MR. CHAIRMAN:

11 Okay. Okay.

12 MR. COLEY:

13 And that additional.

14 MR. CHAIRMAN:

15 Any other questions for Staff?

16 MALE VOICE:

17 Yeah, I have a question for the Staff. If -- if in
18 fact this is a county road, what's the difference
19 between how this application should be viewed if
20 it's a county road versus a private road? What are
21 the ramifications of that?

22 MR. ROOT:

23 Mr. Chairman, if I could.

24 MR. CHAIRMAN:

25 Please, please, Mr. Root.

1 MR. ROOT:

2 There are probably a number of different
3 ramifications, obviously who's gonna maintain the
4 road. There will be -- the county change -- and
5 Kyle you can speak to this, I think it's 2012 or
6 2013, where all private roads had to meet public
7 road standards so the quality and nature of
8 construction would not change any. Obviously with a
9 private road it could be a private drive, it could
10 be a private driveway, something that would require
11 less right-of-way perhaps if it were private. So, I
12 don't know if that's responsive to your question or
13 not but as a public road, which the county is
14 holding the position that it's a public road to the
15 end, if it's going to be reconfigured as proposed
16 now, widened in any way then it's gonna have to meet
17 that 50 foot right-of-way, which is, you know, the
18 big difference but I don't think if we're looking at
19 a private road with a similar number of structures
20 in there it's still gonna be a 50-foot right-of-way.

21 MALE VOICE:

22 Yes.

23 MR. ROOT:

24 (Inaudible).

25 MALE VOICE:

1 Thank you.

2 MR. ROOT:

3 Yes, sir.

4 MR. CHAIRMAN:

5 Any other questions for staff? We can ask further
6 questions later if we -- if we have the need. Okay,
7 now proceed to -- for public comments. I guess that
8 -- I'd say we've had a lot of comments in the past.
9 We've got thick piles of emails, that kind of thing,
10 and -- and everyone's had a lot to say so if you've
11 got something new to say by all means please bring
12 it up. If you feel a need to say something please
13 do but bear in mind we've -- we've had lots of input
14 on this in the past and in the interest of time
15 let's -- let's try and be cognizant of that. I'd
16 like -- I'd like you to be -- to be mindful,
17 typically we hold to a three minute timeframe. If
18 someone has like general comments that cover a
19 number of areas we'll certainly let you go past that
20 but keep in mind three minutes is a -- is a nominal
21 time. The first person I have signed up is Mr. Ken
22 Charles. Is that you, sir?

23 MR. MCDUFF:

24 That's not me, that's Mr. Charles here. I was just
25 gonna say my peace and let the public comment occur.

1 If you want to hear from me, get that over with.

2 MR. CHAIRMAN:

3 You're Mr. McDuff?

4 MR. MCDUFF:

5 I am.

6 MR. CHAIRMAN:

7 Yes, yes, Mr. McDuff, you could -- it's gonna be
8 part of public comment but if you want to be first
9 you can -- you can do that.

10 MR. MCDUFF:

11 Since I'm counsel for the (inaudible). I hate to --
12 I hate to cut in line in front of anybody but I did,
13 I apologize to you. Well, I didn't hear any groans
14 since you saw me up here again and I'll try to keep
15 my comments brief. You know, we -- we've been very
16 quick to elide over the real issue in this and
17 that's whether or not this body has the authority to
18 grant a variance dealing with this portion of
19 Ellenburg Road. And I'd like to draw your attention
20 to a couple things. I don't want to plow new
21 ground. But I think that what we first heard is we
22 have a lot of conjecture. We have nobody who can
23 identify this by any public record as ever having
24 been a state road, any transfer of that road, or
25 default transfer of that road to the county at any

1 time. Or in fact, if we look at the empirical
2 evidence on the ground I don't know how many of
3 you've actually -- actually visited Ellenburg Road
4 and driven down that roadway. It is that you can
5 see where that double yellow striping ends, the
6 nature of the roadway changes dramatically from that
7 point onward and I think it's over 700 and some odd
8 feet we're talking about. For a long period of
9 time, and you can see the affidavit that was
10 provided, there was a end of county maintenance sign
11 near where that road striping ended. If you look at
12 it past that point the road, nature of the pavement,
13 the width of the road, the quality of the paving,
14 all those things change. And in fact, the only
15 evidence we have that's been presented to this Board
16 is that the Ratliff family, Mr. Ratliff, Sr., was
17 the one who undertook the paving of that road at his
18 expense. That's the only thing we have. We don't -
19 - if you look at the empirical evidence there's not
20 a single document out there that says this was a
21 state road, became a county road and the county has
22 the right to govern this road and maintain it,
23 change the dimensions of it, anything else. In
24 fact, what we have here is we've got a road that's
25 partially a private drive that's partially on

1 property owned by the -- not even the applicant, by
2 the applicant's perhaps predecessor in interest or
3 soon to be predecessor in interest and the Ratliff
4 family. And that road is bisected by those two
5 property lines that has been used, maintained, only
6 by the Ratliff family since the time that road was
7 paved there in its present condition, probably close
8 to 40 years ago. If -- if -- if there is a shred of
9 evidence of county maintenance on that road it
10 doesn't -- I -- I implore you to try to find it. It
11 doesn't exist. The county sign, and I'm sure Mr.
12 Brandt will show you that county sign, the end of
13 road maintenance sign, was moved by somebody at some
14 point in time to the beginning of the Arrowhead
15 property and then disappeared. We don't have an
16 answer to who moved it before years and years it sat
17 near the end of that road striping up farther west
18 on Ellenburg Road. The institutional knowledge is
19 not a basis upon which this body can exercise
20 jurisdiction and grant a variance in this thing. As
21 Mr. Root said this is an open question, an unclear
22 question as to what this body can do and what it
23 can't do, what it has authority to do. In light of
24 the fact it does not have any clear right, the
25 county does not have any clear right over this

1 roadway to number one change the dimensions of it,
2 number two, change the proposed course of it, of
3 this roadway. And as you heard in fact if the
4 county says this is our roadway from henceforth to
5 also if they in its own act of fiat decides that
6 they want to widen the road, then encroach upon the
7 Ratliff property and engage in an unconstitutional
8 taking of property. This body is not empowered with
9 all due respect to grant this variance. It just
10 does not have the evidence before it, aside from the
11 criteria that had been mentioned by the applicant.
12 And I know Mr. Ratliff, Jay Ratliff, is gonna talk
13 again about the issues, the criteria. And not to
14 plow new ground, but the threshold for question this
15 Board has to reach is is this a roadway over which
16 we have jurisdiction to grant a variance not only to
17 change the dimensions of it but to also change the
18 course of it to deviate from its existing location.
19 And without getting into all the other things, those
20 are the questions you're gonna have to answer. That
21 would be the threshold question that you'll have to
22 answer. And if this ends up, and this isn't a
23 threat, but if it ends up -- we end up -- the
24 parties end up in a judicial proceeding that is
25 gonna be the threshold question that they -- some

1 court, jury or judge is gonna have to determine in
2 this thing. And that's what you're charged with
3 having to do tonight. You're not in an envial --
4 you're unenviable position in this thing because you
5 have somebody who wants to develop property and you
6 got somebody who doesn't want to agree to what is
7 gonna change the essential nature of that road, a
8 very narrow roadway to begin with, it'll have twists
9 and turns. But I -- I will stand here before you
10 and say ask yourselves this question that you have
11 to answer before you can move on to a vote in this
12 thing, is what authority does the county have, do
13 you have as a body, representing the county to vote
14 to grant a variance on roadway that the evidence
15 hasn't shown is anything but a private drive. I
16 will close -- I'll end, I probably went over my
17 three minutes. And if you have any questions I'll
18 be happy to take them and answer them, otherwise I'm
19 gonna sit down and defer to everybody else.

20 MR. CHAIRMAN:

21 Any questions for Mr. McDuff? Thank you, sir.

22 MR. MCDUFF:

23 All right, thank you.

24 MR. CHAIRMAN:

25 Mr. Charles?

1 MR. CHARLES:

2 Thank you, sir. My name is Ken Charles. My
3 presentation hopefully will be in three minutes.
4 The first portion of it is I am here in and for the
5 Ratliff family. I have known them for 40, 50 years.
6 When talking about the road, everybody's talking
7 about the road. I've gone up there. I've driven
8 down the road. The gentleman that was just here is
9 right, the state road stops, there's 700 feet of
10 road that John Ratliff, Sr. paid for. Take this,
11 the state road, which is 700 feet up the road, is 18
12 foot wide. The 700 feet that Mr. Ratliff paid for
13 himself is 16 foot wide, okay. So, that's the end
14 of my presentation to that point. What I want to
15 call your attention to. I have worked fire and
16 rescue for 50 years. I eat, sleep and breathe fire
17 rescue. I've (inaudible) one up now, (inaudible)
18 and all this good stuff, but Pickens County, now in
19 Oconee County we think that we're the top of the
20 heap. Twenty-five years ago Pickens County passed a
21 regulation pertaining to subdivisions being built in
22 the remote areas. It specifically says an entrance
23 road has to be wide enough for two fire apparatus to
24 pass without hindrance. If there is a cul-de-sac,
25 that cul-de-sac has to be large enough for the

1 largest fire apparatus to continually turn without
2 having to stop, back up like a three or four point
3 turn. Now, I measured some fire trucks, an engine,
4 a long time ago we were referred to as a pumper,
5 they're eight and a half feet wide, all right. A
6 ladder truck, 40 -- almost 48 foot long, almost nine
7 foot wide. But now then take this into
8 consideration when you wanted to grant access where
9 you're taking a man's property and you're not taking
10 into consideration, we have a term in the fire
11 service called target hazard, that's when a large
12 amount of flammable and/or combustible material is
13 in one location. If you've never fought a fire on a
14 lakefront property the wind will suddenly appear and
15 if they're built close enough and it won't burn just
16 one, you'll burn two or three of these structures.
17 So I want you to take that in consideration and I
18 would take it all the way to the county council to
19 pass an ordinance to that effect because these homes
20 are built to burn. There's no doubt about it. I
21 know one of our fire standards because of
22 construction, because of the quality of material,
23 these homes are built to burn. I asked -- we did
24 some work in my house, I asked the builder I said we
25 want to make an addition, going to add a garage. I

1 said I want to put sprinklers in it. He turned the
2 job down, he said no. You know if you built a home
3 today and put sprinklers in it you'll find out what
4 your homeowners insurance will do. Statistically in
5 five years the cost of the sprinklers are paid for.
6 Thank you.

7 MR. CHAIRMAN:

8 Thank you, Mr. Charles. I lost my list already.
9 Here we are. Mr. Ratliff, Mr. Jay Ratliff.

10 MALE VOICE:

11 Here's Jay.

12 MR. RATLIFF:

13 All right, Jimmy's gonna hand a -- a letter out that
14 has been sent to the -- to the Board. I'm not gonna
15 go through the entire letter, just the second
16 portion of it.

17 MR. CHAIRMAN:

18 Have we had a chance to review it?

19 MR. RATLIFF:

20 Mr. McDuff has gone through the four -- first
21 portion which is really with respect to ownership of
22 the road. So, first of all -- first of all, I'm Jay
23 Ratliff, Edward John Ratliff, Jr. My father was
24 John Ratliff, the -- the founder of John's Marine.
25 The -- I'm also the family spokesman. I'm a

1 property owner of 599 Ellenburg Road and I'm also a
2 licensed professional engineer in the state of South
3 Carolina. And that'll be important in a moment when
4 we talk about some of the drawings that were -- that
5 were provided. A practicing engineer in the state
6 for -- for over 20 years, so that qualifies me with
7 my background, education and experience to be able
8 to interpret some of the misinformation that has
9 been provided so that I can help clarify it for the
10 Board. So first of all if you go to attachment six,
11 that's where I'll start in your -- in your package,
12 if you can pull the drawing up. So attachment six
13 is a Goldie and Associates drawing that was
14 provided, description or design of the -- the
15 property and the road. A few things I want to point
16 out on this -- this drawing. First of all you see
17 all the -- the vehicles that are on there. That's
18 the boats, the trucks, the maneuvering on John
19 Ratliff's property. If you've been down there then
20 you kind of know what we're talking about and -- and
21 you've seen it. There's a boat ramp on the -- the
22 far right of the shop that Jimmy uses to pull the
23 boats out of the water to be serviced and then back
24 them into the shop as we've discussed several times
25 it -- it requires the boat to be pulled out of the

1 water to be serviced. You can see the little UPS
2 truck on there for parts delivery, motors, items
3 that need to be put on -- on boats. The blue line
4 on the drawing is the Ratliff property line, so when
5 we talk about the -- the private driveway of the
6 Ratliff's that's that blue line that you see going
7 all the way down through there and what John Ratliff
8 has -- has maintained. And admittedly John did pave
9 on the -- the adjacent property owners property and
10 has for -- for a long time and the Ratliff's have
11 used that as part of the private driveway and Jimmy
12 uses that to maneuver his boats around and has been
13 for 40 years. On the drawing I -- I highlight
14 there's no prescriptive easement. We've -- we've
15 talked about that enough I think the Board gets the
16 point there. And then one -- one additional piece
17 of information that's difficult to put together
18 unless you overlay all the drawings together, all
19 the different designs, the different engineering
20 firms that have looked at this, is there's only 22.8
21 feet that we're talking about in this narrow strip,
22 not the 31.9 feet that's been described by the
23 applicant. And I'll explain that a little bit more
24 in a second. If you go to the next attachment,
25 attachment seven, you'll see all of the -- here's

1 some pictures of Jimmy and Cameron maneuvering boats
2 on the property. The picture one is a 20 foot
3 pontoon boat being serviced in front of the shop.
4 Picture two is standing right in the center of the
5 right-of-way, you can see the boat to the left is
6 Jimmy's boat and then you can see the truck which
7 would be right in the center of the road. So having
8 200 cars a day coming down through this you can
9 clearly see there's an impediment with Jimmy's truck
10 in the middle of the road. And then picture three
11 is just a typical day with customers delivering
12 boats and picking up boats. And then picture four
13 is a 2008 photo from Google Earth. It's just a
14 historical representation where you can see that the
15 Ratliff's have been utilizing this as a private
16 driveway for over 40 years. So you can go to your -
17 - you can go yourself and just pull this up on
18 Google Earth, go to street view and you'll see the
19 photos that -- that that's the way this property has
20 been maintained. And if you go to attachment eight,
21 attachment eight is a scaled drawing of the
22 different designs that have been provided to try to
23 solve this road problem. This is the original
24 design provided by Ridgewater Engineering for a 50
25 foot right-of-way, you can see from going from right

1 to left, the 50 feet. The 50 feet actually starts
2 off into Lake Keowee. And then if you start
3 subtracting from there you'd subtract the 18.1 foot
4 variance and then you get to Keowee Full Pond at 800
5 feet. And then from there going back it's a 9.1
6 foot gap before you get to the backfill activities
7 that occurred. And then from the 9.1 foot gap to
8 the backfill activities all the way to the left then
9 you get to the FERC boundary which is the original
10 804 before the backfill activities occurred. And
11 then you go more left and you can see the truck
12 that's -- that's parked there on the private
13 driveway and then the corner pin which is actually
14 where the property line is. So that was the
15 original design that was provided to this Board to
16 review. Then you can see there's an area of dispute
17 or a 9.1 foot gap with respect to that. So a second
18 design needed to be developed and that shifted to
19 the left 9.1 feet. And so now you can see that on
20 attachment nine. When you take a look at this
21 drawing this is shifting the right-of-way to the
22 left 9.1 feet so that you can get to the 31.9 feet,
23 plus the 18.1 foot variance to ultimately achieve
24 the 50 feet. So you can see how this project has
25 pieced these various pieces together to attempt to

1 try to obtain 50 feet to put a roadway in there.
2 But shifting that 9.1 feet to the left goes into the
3 Ratliff property. And as you can see on this
4 diagram it takes away Jimmy's ability to have his
5 truck there, park his vehicle, anywhere on the
6 private driveway. And that's the impact that we're
7 talking about to John's Marine, the ability for him
8 to maneuver, maneuver boats the way that he has been
9 for 40 years will be impacted. Criteria number four
10 of the questions that have to be answered it will
11 have an impact to John's Marine. There's absolutely
12 no way that you can answer that question any other
13 way. I did provide attachment 10 which is the FERC
14 provided diagram that shows you the 804 FERC
15 boundary that is public information, you can obtain
16 and review yourself. You can see that it shows the
17 -- the point on there and then where Ratliff
18 property is located. At this point I'll open it up
19 for any questions for me.

20 MR. CHAIRMAN:

21 Questions? Help me understand. I mean Jimmy needs
22 to be able to maneuver boats, pull boats out of the
23 water, pull them up and back them into the -- into
24 the --

25 MR. RATLIFF:

1 The shop.

2 MR. CHAIRMAN:

3 -- the shop where he -- where he services them. He
4 could decouple the boat, the truck from the boat,
5 could he not while they're being -- they're being
6 serviced?

7 MR. RATLIFF:

8 It's difficult to pull a boat and back a boat in a
9 roadway that has 200 cars a day going down it,
10 regardless of if Jimmy parks the truck there or not.
11 So it -- it -- it makes it -- it makes it a
12 challenging unsafe to the health and safety of the
13 public to do that.

14 MR. CHAIRMAN:

15 But he -- he does have the maneuvering room there to
16 do that, am I right?

17 MR. RATLIFF:

18 As long as there's not a road in the middle of it,
19 which is -- which is what the design is proposing.

20 MR. CHAIRMAN:

21 Okay.

22 MR. RATLIFF:

23 So -- so go -- go back to the attachment eight,
24 please. Right -- right there -- no, that's seven.
25 Eight.

1 MALE VOICE:

2 Nine.

3 MR. RATLIFF:

4 Oh, I'm sorry, attachment nine. So that red hash
5 mark is the impact to -- to Jimmy being able to back
6 into the shop.

7 MR. CHAIRMAN:

8 Is -- now does that extend down the -- the road
9 itself, road service itself? Is the road service
10 itself impinging that or is it the right-of-way?

11 MR. RATLIFF:

12 So -- so we have met several times with the
13 developer and the -- the description is that we will
14 not know the exact dimensions of the road until it
15 is built. And that's -- those are the exact words,
16 "we will not know the exact dimension of the road
17 until it is built." It could be a little bit this
18 way, it could be a little bit that way, but we have
19 to have the right-of-way so we can put the road in.
20 And we heard from the county, the utilities will
21 also be a challenge. So where -- where are the
22 utilities going to go that are not going to rip up
23 the concrete that is part of the driveway that Jimmy
24 is -- is currently using? Furthermore, all the
25 construction to put the road in and to build the

1 homes, that will have an impact on his business.
2 All of that will be happening. When we met with the
3 developer and we discussed what kind of restrictions
4 can we put on that, times of year, you know, other -
5 - other ideas that we came up with, there was no --
6 no acceptable answer to address those concerns to
7 the Ratliff's.

8 MR. CHAIRMAN:

9 Okay, thank you.

10 MR. RATLIFF:

11 One -- one last thing I will say is the Ratliff's
12 are not opposed to the property owner having access
13 to his property that is fully accessible through a
14 private driveway and we would support that. And we
15 have since the beginning. That is not a challenge
16 for us. The concern is having 19 homes with 200
17 cars per day as represented by Oconee County Roads
18 and Bridges going down to this -- this point and how
19 that would impact Jimmy's business. And then if you
20 read the -- the code for BZA there is a statement in
21 there that says that the Board cannot approve just
22 based on economic development alone. And that
23 appears that is what the Board is -- is considering
24 with respect to neglecting criteria number four.
25 And that's -- that's my personal opinion. And

1 that's in the code. I can give you the -- the
2 section.

3 MR. CHAIRMAN:

4 We're aware of that, sir.

5 MR. RATLIFF:

6 Okay. Very well.

7 MR. CHAIRMAN:

8 Okay, thank you, sir.

9 MR. RATLIFF:

10 Yes.

11 MR. CHAIRMAN:

12 Mr. Brandt.

13 MR. BRANDT:

14 Yes. I'll try to be brief; everybody's covered it
15 time and time again. I handed up a pack of exhibits
16 and basically what I'm intending to show there if
17 you look at it is how the Ratliff family themselves
18 have conveyed property back and forth between each
19 other mentioning the right-of-way of -- of Ellenburg
20 Road, even after they say that Ellenburg Road for
21 the public maintenance ended 700 feet up the hill.
22 Also, if you look at the last exhibit in there was
23 the deed where Crescent properties sold it to farm
24 that property, which is a player in this, and you go
25 to the second page and you say what they says

1 easements, covenants, restrictions and conditions of
2 record and rights-of-way of public and private
3 streets and road including but not limited to the
4 right-of-way shown on the plat as Ellenburg Road.
5 Now my point is that there's no doubt that this was
6 in the county inventory. It was given a number
7 WA42, I believe. I could be wrong on that one. But
8 anyway, this was a time they've claimed that they
9 stood out there with some right-of-way technician
10 and he agreed to move the thing up the hill. Well,
11 the right-of-way technician can't violate the law.
12 There is a specific statute that if you're going to
13 close a public road or a portion of public road that
14 you have to do it a certain way. That's been in
15 existence in South Carolina since 1962, somewhere
16 around there. I had a case on that exact thing over
17 where Dutch Fork is; years ago I represented the
18 Nevill family. The state highway was going to
19 abandon the road, turn it around. They didn't make
20 -- they also that statute says you've got to make
21 all governmental entities and adjacent land owners
22 parties, 'cause they have an interest in that
23 roadway. There has never been a action brought to
24 close the road pursuant to 57-9-10 of the South
25 Carolina Code. Never. Certainly we've got a sign

1 where it had the county maintenance down at the end.
2 We've heard statements today that support that but
3 I'm telling you that when they get to that and the
4 Ratliff's have said, no, we don't mind you coming in
5 there, but let me say this. What we're asking you
6 to do is to make a determination on the variance
7 that we need when we get to our boundary line, that
8 boundary line at the end. Certainly you don't have
9 jurisdiction to tell us what we can and can't do up
10 the street, that's between us maybe in the court and
11 some other deity but not this Board. That basically
12 we go in there and use -- and of course there's no
13 reason for us to go into other expenses, litigation,
14 or -- or trying to work out other problems unless we
15 know we're gonna get a variance. We've got to get a
16 variance to go in there. So, will this end the
17 fight? Well, the Ratliff's say they need that space
18 to turn the boats around. If you believe what they
19 tell you is that's a private driveway, it's -- it's
20 private property and we own part of it. What if we
21 wall it off? Put a fence and don't do anything with
22 our 15 acres. They're gonna have more problems then
23 then they do if they'll help us and we get this
24 scheme going where they can go in there and turn the
25 boats around. That has been the -- the -- the basis

1 but the deed -- the deed's clearly put it in the --
2 in the county inventory and once it gets into county
3 inventory with this prescriptive easement or grant
4 if you go to close it you got to comply with that
5 statute and there has never been an action brought
6 to close that roadway. So that public right-of-way
7 still stands. It's there. Now obviously they may
8 not have, you know, built the things as wide as we
9 would like year -- years and years ago but the
10 right-of-way is there coming down that road and it
11 belongs to the public. With that said I think I've
12 about exhausted my welcome and I don't really expect
13 to get around (inaudible), but --

14 MR. CHAIRMAN:

15 Mr. Brandt, I have a question, please, sir.

16 MALE VOICE:

17 (Inaudible).

18 MR. CHAIRMAN:

19 Mr. Brandt. Mr. Brandt.

20 MR. BRANDT:

21 What?

22 MR. CHAIRMAN:

23 I have a question, please, sir.

24 MR. BRANDT:

25 Yes, sir.

1 MR. CHAIRMAN:

2 You mentioned you -- I know you wouldn't do it but
3 you have -- you could put the way the curbed road is
4 you own half and the Ratliff's own half, you could
5 put a fence down the middle of it if you were so
6 inclined?

7 MR. BRANDT:

8 If you believe -- if you take their -- their --
9 their argument then we are free to wall it off.

10 MR. CHAIRMAN:

11 Okay, now, an issue here is -- is if they were to --
12 if it were necessary for them to move their truck
13 and trailer across the road in order to maneuver it
14 into the -- into the shop, there is a sliver of land
15 the proposed layout, there's a sliver of land in
16 there that would -- would belong to the requesting
17 party, that they could presumably not allow.

18 MR. BRANDT:

19 We could not allow that.

20 MR. CHAIRMAN:

21 Yeah, you could not allow -- allow access to that.
22 Are you willing to deed that sliver of land to the
23 Brandt -- to the Ratliff's so that they had
24 ownership of that?

25 MR. LEE:

1 The section in between the -- the new road and the
2 old road?

3 MR. CHAIRMAN:

4 Yes.

5 MALE VOICE:

6 Yes.

7 MALE VOICE:

8 Yeah.

9 MR. LEE:

10 Yes, we said we'd do that last time.

11 MR. CHAIRMAN:

12 You -- you said you would do that time; I'm trying
13 to confirm that.

14 MR. BRANDT:

15 Yes.

16 MR. CHAIRMAN:

17 So there's not an issue of access in there, they
18 don't have to across your property to get into their
19 driveway?

20 MR. LEE:

21 They do right now, yes.

22 MR. CHAIRMAN:

23 They do right now.

24 MR. LEE:

25 (Inaudible) picture that he was kind of enough to

1 show is an example of them using our property to
2 access their (inaudible) shop.

3 MR. CHAIRMAN:

4 So, you would deed that, whatever it takes to give
5 them ownership of that so that's not an issue.

6 MR. LEE:

7 That's correct.

8 MR. CHAIRMAN:

9 Okay. I just wanted to clarify, thank you, sir.

10 MR. BRANDT:

11 Okay, thank you. I can (inaudible).

12 MR. CHAIRMAN:

13 You see where are we here now? But if --

14 MR. LEE:

15 (Inaudible) comment (inaudible). I'll wait 'till
16 after public comments, that's fine.

17 MR. CHAIRMAN:

18 Okay, okay. John Richardson?

19 MR. RICHARDSON:

20 Good afternoon. I'm John Richardson. I live at 311
21 Greentree Court in Harbor Oaks subdivision. And I
22 guess my point that I'd like to make is the
23 applicant's point was that the unique aspects of the
24 geography and the location make it necessary for the
25 board to grant the variance. I would say you have

1 to look at it the other way around. The unique
2 aspects of that area and the geography make it such
3 that you should not grant the variance. First of
4 all, if you have -- have any of the Board members
5 been to that area? Been down to --

6 MR. CHAIRMAN:

7 We don't need to respond to and please just --

8 MR. RICHARDSON:

9 Okay.

10 MR. CHAIRMAN:

11 -- give us your -- your point of view.

12 MR. RICHARDSON:

13 If -- unless you've been there it's hard to see, but
14 there's no way I think you can grant a variance and
15 have another 200 cars go down there without
16 impacting John's Marine and that would be a sad
17 situation. The second thing is that road is pretty
18 hazardous, Ellenburg Road, and you have an
19 additional 200 cars travelling on the road
20 especially heavy traffic, heavy equipment and large
21 equipment during construction of -- of -- of that
22 many prop -- of lots. You're creating a real hazard
23 on that road. Now if you haven't been there,
24 believe me, 'cause right now I've seen just walking
25 on that road, I've seen a lot of near collisions

1 with heavy equipment, many cars 'cause there are
2 areas where you can't see the other -- what's coming
3 at you. A lot of times the heavy equipment is
4 parked on the road, construction equipment waiting
5 to get their destinations or whatever and it creates
6 a tremendous hazard. An additional 200 cars a day
7 once that property is fully developed, you're asking
8 for some real hazards to the public. And but -- be
9 seriously a hazard during construction. So that's
10 why.

11 MR. CHAIRMAN:

12 Okay, thank you, sir, appreciate it. Please hold --
13 please hold (inaudible) please hold your applause.
14 Please don't do that. Mr. Doug Cooper.

15 MR. COOPER:

16 I'd like to thank the Board for allowing public
17 comment on this issue again. My name is Doug Cooper
18 and I'm the President of the Harbor Oaks Homeowners
19 Association. Again, I'll start with as a
20 association we are not opposed to the development of
21 this parcel. This all started back in July of '21,
22 our Saturday morning when seven tri-axles of fill
23 were brought in early on a Saturday morning and the
24 community started wondering what was going on. So
25 anyway, some of our points, point number one as can

1 be viewed on a November 30, 2021 variance meeting
2 video, the Chair asked the developer if they had met
3 with Duke and obtained Duke's approval and he
4 responded that they had and that Duke approved
5 everything they are doing. This can be found at two
6 hours, 24 minutes and 26 seconds on the video and
7 watch it through two min -- two hours, 31 minutes of
8 -- and 35 seconds. I've reached out to Luke -- Duke
9 Lake Management corporate offices in Charlotte on
10 April 12th, it's one of many times I've talked to
11 them. In my April 12th discussion I was told, "We
12 have not approved anything for that lot. We are
13 having discussions with the developer but as of
14 today," and that day was 4/12/22, "we have not
15 approved anything." So there's a lot thing --
16 people talk about misinformation going back and
17 forth, that's from the people that manage all of the
18 lake services people at Lake Keowee, Lake Jocassee
19 and other places. That was the regional department
20 and his supervisor. Point two, at the January 24,
21 2022 variance meeting the county attorney Mr. Root
22 makes a comment at 32:04 of the video that at this
23 time he cannot determine the actual end of county
24 maintenance is, he cites the differences in some of
25 the affidavits and the things that have come out.

1 If you've gone out to Ellenburg Road you can clearly
2 see that the county did a very major rebuild of
3 Ellenburg Road in 2013 to support the Harbor Oaks
4 subdivision. This effort stops at 5665 Ellenburg
5 Road which is the 700 feet away from the end of
6 Ellenburg Road or down at John's Marine where this -
7 - where all the materials were dumped. If the
8 county owned and maintained all of Ellenburg Road
9 and it had not been abandoned why then was the rest
10 of that road not rebuilt in 2013 when all the rest
11 of it was back up to Knox Road? Where the project
12 stopped, by the way, 'cause it's very consistent
13 within a few feet probably of where the affidavits
14 are saying that they -- the sign used to be. So
15 there's another coincidence. But the sign has gone
16 missing, the sign has been moved, who knows.
17 Additionally in our FOIA -- a response to our FOIA
18 to the county, it's regarding where the road end --
19 ended, we were told, "There are no written materials
20 available to provide. The County attorney gave a
21 verbal opinion at the last meeting to the effect
22 that the county's court memory is that the
23 prescriptive easement extended to the end of the
24 pavement but that the affidavit raises a question of
25 fact in his mind regarding the price -- precise

1 scope of the easement." What's the county corporate
2 memory? What does it mean? And do you still have
3 the people that were here in 1988 to provide that
4 intimate knowledge of Ellenburg Road? I know for a
5 fact the Ellenburg's and Ratcliff's have lived there
6 pretty much every day for the last 40 years so I
7 guess their corporate knowledge would be pretty good
8 too. Probably more accurate than the memories of
9 developer would like the county to have and as
10 referenced in the FOIA response the county attorney
11 still had doubts. Point three, the developer's
12 claim the county changed the orange -- ordinance in
13 2014 that changed their ability to use the land as
14 it had been purchased in 2008, citing the 50 foot
15 right-of-way as the issue. He claimed prior to that
16 he could've done anything that they wanted to and
17 develop this property as they're proposing prior to
18 that. We've done our own research and found that
19 the 50 foot right-of-way was in effect a -- in
20 effect as far back as 2006 from online meeting
21 minutes that are available on the county's website.
22 We found that the 24 -- 2014 ordinance did change a
23 number of homes on a private road and it reduced
24 that number, so from when the property was purchased
25 in 2008. Therefore the property cannot be used to

1 build a number of prop -- homes it could've built on
2 a private driveway when it was a -- when it was
3 purchased in 2008. The developer really should be
4 asking for a variance to reinstate to the eight or
5 10 homes it was allowed in 2008 instead of the four
6 homes that are now allowed on that private -- what
7 could be a private road and there's plenty of egress
8 -- ingress and egress opportunities for that number.
9 At no time was the property that was purchased in
10 2008 at -- yeah, on -- at 2008 able to be developed
11 into the 19 homes that the developer claims he
12 could've built prior to '14. We are not opposed to
13 the Board reinstating the private road limit to
14 whatever it was prior to 2014 whether it was eight
15 or 10 or whatever the homes were. We feel that the
16 developer is trying to manipulate Duke, Oconee
17 County and this Board in order to maximize their
18 profits at John Marine's expense and the safety and
19 livelihood of all of us that live in that area and
20 on that road. They twist and turn things every time
21 this Board asks a question, making claims, some not
22 even a county attorney can verify. The deed says it
23 was for development at the time it was drawn up and
24 that would've been for what it was limited for for
25 the ingress and egress which would've allowed at

1 that time a private road. But it could not have
2 gone any further because even at that time the
3 county had a 50 foot right-of-way in place; never
4 19, never. Thank you for allowing the time for our
5 community to be heard.

6 MR. CHAIRMAN:

7 Thank you, sir. Don't make me read that again. Mr.
8 Bruce, is it Dew?

9 MR. DEW:

10 Yes.

11 MR. CHAIRMAN:

12 Please, sir.

13 MR. DEW:

14 I'll just speak from here (inaudible).

15 MR. CHAIRMAN:

16 You got to come up here, please, sir, and state your
17 name. I appreciate it.

18 MR. DEW:

19 Hi, the previous speaker I think covered it pretty
20 darn well. I guess I have two comments. One, this
21 is first time I've been in your establishment in
22 this room and I see your sign there, think Oconee,
23 and I think that may be something you really ought
24 to take into consideration. You guys are the
25 thinkers here. You got to figure it out. I've been

1 going to John's Marina for 20 year -- a little over
2 20 years actually. Great people. I actually don't
3 have a trailer but Jimmy lets me use one of his
4 trailers when I come over and puts it away. This
5 was gonna be a real problem for his business.
6 There's no question about it. So let's think about
7 it a little bit. And then I will comment, I was
8 kind of taken back by the attorney's comment well we
9 could put a fence down the middle of that on the --
10 is that the way that we want to handle this
11 situation? That seems like a pretty -- pretty tough
12 -- pretty tough comment. I don't -- I don't agree
13 with that.

14 MR. ROOT:

15 Mr. -- Mr. Chairman, this is a point of order, that
16 the applause as part of the speech, it's disruptive
17 and if you could keep the chambers within order for
18 fairness to both parties.

19 MR. CHAIRMAN:

20 Yes, I think that's accurate. So, please, our
21 attorney has advised us, please hold off on the
22 applause. Mr. Rick McDuff.

23 MR. MCDUFF:

24 That's me.

25 MR. CHAIRMAN:

1 Oh, I'm sorry.

2 MR. MCDUFF:

3 I get go again?

4 MR. CHAIRMAN:

5 I'm sorry.

6 MALE VOICE:

7 No, you're done.

8 MR. CHAIRMAN:

9 No, I'm just -- I'm just reading my list.

10 MR. MCDUFF:

11 Just a -- just a point here I think you need to --
12 about the -- the issue of whether or not they could
13 fence it. They're -- the Ratliff's have a
14 prescriptive easement if anybody does because of
15 this continuous use and fencing that roadway would
16 be something that would be completely impermissible.
17 So --

18 MR. CHAIRMAN:

19 We understand. Thank you, sir. Serena Richardson.

20 MS. RICHARDSON:

21 Hello, thank you for letting me come speak. My name
22 is Serena Brown Richardson. My family has lived
23 here in Oconee for five generations since the
24 1800's, in the Keowee community (inaudible) and
25 Stamp Creek Landing Road. In 1970 when the lake was

1 built we witnessed this road being transformed from
2 a highway into a treacherous, dangerous, never been
3 repaved, dead end road of today. I'm concerned with
4 traffic density issues not only for Knox Road that I
5 live on, but also Ellenburg and Evatt, they are very
6 dangerous. We've talked about the equipment coming.
7 I actually have a video on Knox Road where a lumber
8 truck about knocked a pickup truck off the road, and
9 it's the county side, it's very narrow. If you
10 actually ran off the road you'd flatten a tire. So
11 I'm requesting that a traffic density study of all
12 those roads be done. These rental properties,
13 they're not rentals. They are rentals, they're not
14 investment. They are -- they're claiming they're
15 rentals but they are investment properties and that
16 would basically, you know, those extra 200 cars
17 would be a lot of traffic. Secondly I'm concerned
18 about the issues that were brought up about them
19 basically illegally filling the property to even
20 have enough roadway to do this access. And it was
21 brought it up by someone else that I was gonna bring
22 up about the, excuse me, I'm a little nervous, about
23 the -- the emergency vehicles being able to get out
24 there. That was a big concern I had. And then
25 something was brought up about the power poles.

1 Well when they developed Spring Hollow as a local
2 Oconee resident for years I now have a big power
3 pole in my yard from that development. Are there
4 gonna be power poles all down Ellenburg which can't
5 support it? And I think some of those things should
6 be considered because Duke Energy has to do their --
7 their power. So we had power poles but they were
8 Blue Ridge, they couldn't use them, so now my
9 husband can't drive his vehicle through our yard
10 because they decided to put a power pole, which they
11 have all rights to do that, unfortunately, but
12 that's, you know, another concern that I have and I
13 feel like that our county needs to look out for the
14 locals and not so much our investors. We're the
15 people that have been here for years. We're the
16 people that vote you into office and it obviously is
17 gonna affect the business. But I'm here also as,
18 you know, a five generation Oconeeian that this is
19 crazy to allow them to illegally do this. They
20 should only be able to do what it was originally to
21 do and not the additional homes. So, if y'all do go
22 to vote I, you know, definitely think the road study
23 should be done. There should be some improvements
24 to our roads. Maybe y'all need to consider these
25 developers have to pay some for the other roads to

1 get better because it is very dangerous road up near
2 High Towers. If you pass one of those trucks,
3 there's ruts in the road and it's raining, it'll
4 about knock you off the road. It's very dangerous.
5 So I hope the Board, it doesn't sound like you could
6 vote, but if you do vote I hope you vote no. Thank
7 you.

8 MR. CHAIRMAN:

9 Thank you, Ma'am. Anyone else who would like to say
10 something? Yes, sir.

11 MR. LEONARD:

12 I have a question.

13 MR. CHAIRMAN:

14 Please -- please come up. We -- we can't answer
15 questions now. I'm sorry.

16 MR. LEONARD:

17 Part of my question is, you know --

18 MR. CHAIRMAN:

19 Please state your name.

20 MR. LEONARD:

21 Hi, I'm Chris Leonard. I live on the lake. What
22 I'm curious about, you know, every now and then they
23 talk about this fence, but let's flip flop it the
24 other way. So let's say that fence was put up on
25 the property line that's in the middle of that road

1 easement, if that fence was put all the way up
2 there, do they have 50 foot right-of-way on the
3 opposite side of the fence between that and the lake
4 all the way around? If they don't it sort of takes
5 it out of the question. In other words, if there's
6 not 50 foot between that easement on that line, if a
7 fence truly went up then I don't see where it comes
8 into play using their property.

9 MR. CHAIRMAN:

10 Thank you, sir, I appreciate your input. Is there
11 anyone else who has any comments? Yes, ma'am.

12 FEMALE VOICE:

13 State your name, please.

14 MS. MORGAN:

15 My name is Lucretia Morgan and I own property on
16 Ellenburg Road. And I'll let Jimmy finish passing
17 those -- my packets out, it has --

18 MR. CHAIRMAN:

19 Lucretia Morgan?

20 MS. MORGAN:

21 Yes, Lucretia Morgan. Okay.

22 MR. CHAIRMAN:

23 Please go ahead.

24 MS. MORGAN:

25 Okay, great, okay. I own property on Ellenburg Road

1 and I would like to share a few comments regarding
2 the initial meeting for this variance in November of
3 2021. Back in November the applicant and his team
4 presented a lot of information regarding the
5 proposed subdivision. There were many statements
6 which made were inaccurate and misleading. In the
7 November meeting several people stated the property
8 owner knew what he was purchasing and had access for
9 only four homes at the time of purchase. However,
10 Mr. Mike Johnson who mentioned that he is a Planning
11 Commissioner for Oconee County and while he was not
12 here representing the Planning Commission or Oconee
13 County said he brought experience, with regard to
14 public interest private property rights and a
15 discussion of these ordinances. Mr. Johnson also
16 failed to state he is a real estate agent of the
17 developer Mr. Andy Lee. Mr. Johnson stated there
18 are many roads in Oconee County with the required 20
19 foot driving surface but not a 50 foot right-of-way.
20 Many subdivisions were mentioned such as Harbor
21 Oaks, The Summit, Waterside, and so on. But none of
22 these, nor any other subdivision have a less than 50
23 foot right-of-way at the entrance. These smaller
24 roads and right-of-ways do exist, as he stated,
25 however they are servicing only two to six homes

1 which within the subdivision and not at the point of
2 entrance for 19 homes and channeled into small pinch
3 point. Mr. Johnson also mentioned that the private
4 road ordinance changed in 2013 and the ordinance
5 amends Chapter 26-2 under the private road
6 standards. The ordinance appears to bring private
7 roads up to the private right-of-way he said that 50
8 foot and any conversation about the developer
9 should've known he said well probably it's not true.
10 Well it is true. While the standard he mentioned
11 didn't go into effect until 2013 the 50 foot right-
12 of-way was is existence in the subdivision and land
13 development signed by Oconee Council on April 4,
14 2006 which you can find a copy in the county council
15 meeting minutes backup material starting on page 39.
16 I've also provided you with a copy which is Exhibit
17 1, 2 and 3 which are stapled in your packet and I
18 highlighted the ordinance. Also in addition dating
19 back to 2000 ordinance 99-14 which was the Oconee
20 County unified performance standards and land use
21 development regulations section 6.7.3 private roads
22 serving more than 10 homes. It states a private
23 road shall have a minimum right-of-way easement of
24 50 feet. So yes, the developer knew what he was
25 purchasing in 2008. In fact, in the county council

1 meetings from August 1, 2000 the property owner, Mr.
2 John Hamrick, attended the meeting and spoke in
3 opposition of the proposed subdivision ordinance due
4 to the way the property would have to be divided.
5 The 50 foot right-of-way for local and collector
6 residential roads public or private was also part of
7 this ordinance. This requirement was not new and
8 pre-dates the 2008 property purchased by at least
9 eight years. And you can find -- I have those
10 meeting minutes also attached in your packet. There
11 was also a discussion regarding the square footage
12 of homes being reduced in 2016. When asked during
13 the November meeting the developer denied this. In
14 your packet you will find Exhibit 4 and 5, copies of
15 the 2008 and 2016 deeds. Clearly the minimum home
16 size was changed from 2,400 square feet on a two-
17 story home to 2,000 square feet on either a one, one
18 and half or two-story home, thus reducing the home
19 size. The basement was also previously excluded as
20 part of the home square footage. In 2016 the
21 basement was removed from this exclusion. This is
22 not like-kind to Harbor Oaks, which is constantly
23 being referred to. Like-sizes in Harbor Oaks nearly
24 are one -- almost one acre and the homes average
25 nearly 4,400 square feet. There was also extension

-- extensive discussion during the November meeting regarding a 25 foot right-of-way the developer was attempting to impose on John's Marine and giving or deeding a 22-foot section of property to John's Marine. This was very misleading. First of all, there is no existing 25-foot right-of-way on this property. The developer has proposed adding it which will leave a two to four inch strip of no-man's land. This strip is approximately 22 foot long and runs parallel to the front of the shop. John's Marine currently owns this piece of property and the developer is not giving him additional room, in fact the developer has no property to give in front of the shop. They need the Ratliff's and a 25 foot right-of-way for the utilities. What they need will only impede the access that he currently has in front of his shop. Nineteen homes are not only for 19 people, there are UPS, Amazon, UPS, FedEx, other deliveries, friends, family, renters also added to the traffic. It's not a through road so every car that goes in must come out the same way. According to Roads and Bridges this can equate to 200 vehicles per day. A variance should not be approved based only on profitability. As stated in the South Carolina Board of Appeals variances and special

1 exceptions per South Carolina laws Title 6 Local
2 Government Comprehensive Planning Enabling Act of
3 1994 that property may be utilized more profitably
4 if a variance is granted may not be considered as
5 grounds for a variance; and Oconee County ordinance
6 also states this. In the applicant's variance
7 criteria over via Exhibit 8 he also states that his
8 property is bounded by a body of water and most
9 parcels in the vicinity are not bound by water on
10 both sides. He also states that due to the unique
11 geography of this parcel meeting the current road
12 ordinance goes beyond creating an unnecessary
13 hardship and instead only creates a possibility of
14 use. The owner/developer has access to his
15 property. He has the same access he did at the time
16 of purchase. Nothing has changed including the 50
17 foot right-of-way for public and private roads.
18 John's Marine has been in the same location since
19 1982 for 40 years. The developer states that he is
20 only asking for a variance on the right-of-way not
21 the road width. I asked you to consider why the 50
22 foot right-of-way was put in place. The purpose of
23 such regulations is to protect and promote the
24 public health, safety and general welfare of the
25 citizens of Oconee County. This proposal for 19

1 homes to enter with anything less than a 50 foot
2 right-of-way is not upholding the standards. Thank
3 you.

4 MR. CHAIRMAN:

5 Thank you, ma'am. Do we have anyone else who would
6 like to comment? Anyone else like to comment?
7 Okay.

8 MALE VOICE:

9 Mr. Chairman, if I had a question with Mr. Root can
10 I ask that now or should I wait for discussion?

11 MR. CHAIRMAN:

12 What I was gonna do is -- is ask the applicant if
13 they have any rebuttal and then I was gonna go back
14 to Staff for some questions I have at least and you
15 can have some questions.

16 MALE VOICE:

17 Sure, I'll wait.

18 MR. CHAIRMAN:

19 Does that -- does that make sense?

20 MALE VOICE:

21 Sure.

22 MR. CHAIRMAN:

23 We can do it now if you want but we --

24 MALE VOICE:

25 No, go ahead.

1 MR. CHAIRMAN:

2 Okay. Does the applicant have any -- any further
3 input?

4 MR. LEE:

5 Absolutely.

6 MR. CHAIRMAN:

7 Any response to --

8 MR. LEE:

9 All right. So --

10 MR. CHAIRMAN:

11 Please state your name, please, sir.

12 MR. LEE:

13 I am Andy Lee.

14 MR. CHAIRMAN:

15 Andy?

16 MR. LEE:

17 Andy Lee.

18 MR. CHAIRMAN:

19 Andy Lee.

20 MR. LEE:

21 So just to cover a couple of things. It is -- the
22 amount of misinformation is -- out there is
23 absolutely astounding. I read online today where I
24 went out and I met Jimmy a couple years back and
25 while he was working on a boat I had him sign some

1 papers where I stole some -- some property from him.
2 So I -- I -- I get the public's concern. I would --
3 I would suggest to you that the bulk of it is
4 inaccurate information. We have a plat, if we will
5 look at, let me get mine opened up -- to cover this
6 too, I did -- I sat with Larry all day today and we
7 pulled plats back to the -- to the 70 -- early 70's.
8 The prescriptive easement is on every single plat,
9 on every single piece of road, down that road and
10 has been up until 2021 when the last one was sold
11 which was Jimmy. So it's been acknowledged by
12 everyone along there however many times literally
13 every single piece of property is sold. So if the -
14 - there -- there is no question of whether it exists
15 or not, it exists in -- on many, many, many, many
16 plats and documentation. It's -- it's -- there is
17 no question of whether it exists. The question was
18 also raised is why is it that the -- it goes from 20
19 foot down to 18? Well, if you know anything about
20 Oconee County someone had talk about -- talking
21 about the evil developer if I'm a out of state guy,
22 my family got our grant from the King. So,
23 everybody in this room I'm probably more local than
24 anybody here, okay. But the reason that is was back
25 in the day the older county roads, they didn't have

1 the double lines regularly if they were a secondary
2 road, and they weren't 20 foot wide, which is our
3 standard now, they were 18. If you go up Chalmers
4 Mountain Road right now, it's the road that my
5 grandfather -- grandfather's house is on, it's 18
6 feet wide. It's dangerous. I don't disagree. Cars
7 are a lot bigger than they used to be. But the
8 reason they're different -- different widths is
9 because back -- back then secondary roads were not
10 built 20 foot wide, they were built 18 foot wide.
11 The next question is this, why did they stop where
12 they stopped when they were redoing it. That
13 happens frequently. I build a subdivision,
14 shockingly it causes some damage on the road, right.
15 The county comes in, we're on a budget, we don't
16 want to spend any more than we have to, re-pave the
17 bad part and we leave the part that has had very
18 little traffic on it at all we leave it alone. The
19 road in front of my house right now hasn't been
20 paved in 40 something years. It looks terrible.
21 But it doesn't mean that it -- it doesn't mean just
22 because it's 18 feet wide doesn't mean that Mr.
23 Ratliff paved it. So we've got pictures, you know
24 and that's funny it's like suddenly at our last
25 meeting their position was that they met somebody in

1 '08 who said we're gonna stop -- we're gonna stop
2 the -- the county maintenance right here. Okay,
3 well again there's a process for that. Crescent,
4 who I represent and did then, right, John -- every -
5 - everybody would've had to have been notified and
6 everybody would've had to give some level of
7 consent. It -- just -- just because some random --
8 if this is -- because I don't believe the story to
9 be true, somebody just ran -- from the county
10 randomly met them out there or meets me in my house
11 and says, you know what we're just gonna -- we're
12 gonna -- we're gonna abandon that now and everybody
13 that -- that uses that road to access their property
14 it's they're just tough, it's just they're out of
15 luck. Well that's not how it works and doesn't work
16 that way for a reason. And the picture that's been
17 painted is not only inaccurate it's impossible. It
18 simply can't happen that way. There's laws in place
19 to block that. So, is there a right-of-way there?
20 Yes. And all of their plats show it back to the
21 60's. Again, the reason that the -- that the new
22 road has stopped is because it's -- it -- the county
23 don't go past where the super heavy traffic is
24 coming out of -- out of Harbor Oaks, so that area
25 down there doesn't receive much traffic, it doesn't

1 get beat up as bad, it doesn't get worn out as bad,
2 so it doesn't get paved as often. It's not hard.
3 All right, so if we could go to, let me break out my
4 plats here. Some of the -- if we could go to --
5 actually item three. It's a -- nope. Yup, that's
6 it. So, there's some confusion too as far as the
7 need for a 50 foot right-of-way, okay. We're not
8 saying as Jay Ratliff had tried to point out that
9 we're trying to put a 50 foot right-of-way out into
10 the water obviously not that's why we're here.
11 We're asking for a reduction of a 50 foot right-of-
12 way, okay. So there are plenty of roads in the
13 county that have 30 foot right-of-ways and I think
14 in November, September, this Board approved the
15 taking over of some private roads at a 30 foot
16 right-of-way, so it happens frequently actually, I
17 could be happy to supply those to you at a later
18 date if you'd like. His numbers are inaccurate.
19 We've got a historical plat, and then there was
20 question Mr. Cooper asked about Duke. Duke doesn't
21 -- I don't need Duke's Energy to build -- Duke
22 Energy's permission to build a subdivision. What
23 they say is is don't get in my property and we don't
24 care what you do. So the premise that well he
25 hadn't -- he didn't -- he didn't get Duke's

1 permission, that's because I don't have to. Now,
2 you can call them and ask them that tomorrow if
3 you're not sure. We don't regulate, this Board,
4 County Council, you don't -- we don't regulate what
5 happens on the water. We don't con -- this county -
6 - this county doesn't control dock permits, nothing
7 like that, right. So they're self -- as far as
8 things like that go, they're self-governing. They
9 don't care what I do there. They actually want to
10 be left alone. They're like as long as you're not
11 in my property that's fine. I've got a plat right
12 there, 'cause they've been called 47 times, okay,
13 maybe that's not the right number but you understand
14 what I'm saying. They've been called out because I
15 have a -- the -- the plat from '08 shows I have 39
16 and a -- 31.9 feet, okay. This deficit we're
17 talking about I met this was back in the summer when
18 we started talking about doing this and I met Jimmy.
19 And -- as a courtesy. I mean, Jimmy and I've been -
20 - we've known each other a long time and he very
21 proudly told me that that property pin wasn't there
22 anymore. Well, just because somebody digs up a
23 property pin doesn't mean with the plats I can't
24 find out exactly where that property pin is supposed
25 to be and whether you dug the pin up or not is

1 irrelevant, okay. So, the plat from '08 shows I've
2 got 31.9 feet as it shows right there, which you can
3 see that right -- right at the red. That's the
4 section that I need a variance for. And the -- and
5 the 50 foot variance, this is the reason we have a
6 50 foot variance. I build subdivisions for a
7 living, for a long time now, traditionally speaking
8 this is where the county came in and had -- they put
9 in a generic rule on every road. I want this to be a
10 private road, okay. That's some of the confusion
11 with the -- out there as well there's between
12 driveways, etcetera, etcetera. A private road it's
13 still gonna be 20 feet wide, okay. And we've talked
14 about the fire earlier, that's the reason I'm
15 putting in two cul-de-sac's to accommodate fire
16 trucks. That's -- that's the reason, right; and
17 just the convenience of turning around before you
18 get inside a gate. It's gonna be deed restricted
19 where the public can use the first one including
20 Jimmy and everybody else to turn -- turn their --
21 turn around so they don't have to back out the 700
22 feet backwards with a boat trailer, I've done it,
23 it's a terrible experience. But we're not asking
24 for a buffer to jump out into the middle of the
25 water or to -- or like -- onto Jimmy's property

1 there being nothing past that point. That point --
2 that is the property point right there where the red
3 starts in this corner. Right there. In no way,
4 shape or form are we suggesting or asking for the --
5 the right-of-way to go into his property at all. If
6 you'll go to -- we're ask -- that's the reason we're
7 asking for a reduction. And the reason for a 50
8 foot right-of-way for the -- for the record is if
9 that -- if the -- the biggest reason for it is if we
10 ever had to get to a point where that road got so
11 busy it needed four lanes, you've got space for it.
12 You've got space for 20 foot, 20 foot, and then 10
13 foot of repair, road shoulders, etcetera, etcetera.
14 That will never need to be a four lane highway, I
15 promise, it dead ends. So that -- that won't
16 happen. The 200 cars that may have come, I hear you
17 statistically, keeping in mind 50 percent of those
18 are second homes, right. So it's not like a
19 traditional community in town, around 50 percent of
20 the lake homes are second homes, lake-wide. So if
21 we could go to item four. Right. So, this is the
22 existing road, right. That's a -- that's -- that's
23 the lake side of it. This is the existing road,
24 right there. All of this, this is where we're
25 shifting the road down, right. So, the -- what was

1 being used for a road, the right lane going away
2 from the marina, is no longer being used for a road
3 anymore so that's not a couple of inches, that's a
4 solid 10 feet, all right. So that entire lane and
5 then some, actually more than that, 'cause this is
6 it's here and here. So the entire lane that's on
7 Jimmy's property that runs down the center of the
8 road won't -- won't be there anymore. We are
9 pulling the road as far down as I possibly can and -
10 - as far as I can get it as a courtesy if nothing
11 else, quite honestly 'cause I don't have to. I
12 could just put it right there. But I'm pulling it
13 all the way down, giving him as much space as
14 possible it's 31 feet there, right there, this is
15 his pad, his shop's back here, right. So -- and it
16 pulls back in at the -- right there at the -- where
17 the edge of the pavement is, 'cause that's -- that's
18 -- that's the pitch spot. So someone who was asking
19 how much I need for utilities, about two and a half,
20 three feet. You stack it, it's not complicated, I
21 do it all the time. So -- but the -- the comment
22 that he's getting two -- two or three inches, again
23 that's -- that's a large space that's -- that's
24 completely fraudulent. So, there's plenty of space
25 for that. There was -- let's see. That one doesn't

1 show it. If we could go to item two. Yup. So if
2 you look here again so the tight spot is right
3 there, right. There is the existing road. There is
4 -- well -- there is the existing road, moving it
5 down here, there's the pad, there's the garage,
6 right. Up here completely away and out of the way
7 cul-de-sac to -- to Oconee code for fire trucks,
8 etcetera, etcetera and then another. So I'm -- I'm
9 -- first of all the way it works right now look at -
10 - look at the way it is right now. Again, I've had
11 to back my truck and my trailer out that 700 feet
12 many, many times, okay, because there's nowhere to
13 turn around. I'm now giving him more space. I'm
14 giving him a cul-de-sac to turn around and -- and
15 I'm moving it over. The fact of the matter is his
16 concern, if you go back to his, presently Jimmy is
17 using and all -- and -- and always has. Jimmy uses
18 the bulk of the property right here that I'm
19 offering to again give to him. I was out there just
20 the other day, boats are parked all over it, well
21 that's my property, okay. It's not my fault that
22 you can't run your business by not illegally using
23 my property. So all of this he's regularly parking
24 boats, right. That right there. I'm giving you the
25 space you're already using is what I'm trying to do.

1 So I'm not negatively impacting the business I'm
2 happy -- helping it actually operate without using
3 my property as a parking lot. So, and you know, it
4 said earlier that Jimmy's not opposed to me using my
5 property well I'm not opposed to him using his
6 either. I'm just asking you to stop using mine in
7 the way you're using it and I'll give you the
8 property that you can have -- that you can park on,
9 all of that all right there. Let's see --

10 MALE VOICE:

11 (Inaudible).

12 MR. LEE:

13 Well so is everyone else's for the record, so. You
14 know, and it boils down to I understand not wanting
15 to have a neighbor, god knows I do, but I have them
16 so it's -- I understand him not wanting anybody out
17 there. Again, I don't -- I don't -- I wish I didn't
18 have a neighbor either but I do and it's basic
19 property rights, I should not be telling them what
20 they can and can't do with their property. And
21 that's what he's asking you to do. Any questions?

22 MR. CHAIRMAN:

23 Any questions for Mr. Lee?

24 MR. LEE:

25 No?

1 MR. CHAIRMAN:

2 Okay, thank you, sir. Okay, at this time I think
3 the Board may have some questions of staff; issues
4 have been raised. Don't you have a question?

5 MALE VOICE:

6 Yes, Mr. Root, the contention was made in one of the
7 presentations that we don't have the right to vote
8 on this issue because it's not -- we don't -- it's
9 not a county property and we can't vote on that. Is
10 -- is that a correct statement?

11 MR. ROOT:

12 I don't want to get into arguing the merits of the
13 matter, I think Mr. Brandt touched on the fact that
14 there is within the area that they're seeking the
15 narrowing of the right-of-way that is all within the
16 applicant's property. As far as it being a
17 justiciable or something that you have jurisdiction
18 over to grant the variance, it doesn't have to be a
19 county road for you to do that. I understand the
20 prescriptive easement issue may be still rolling
21 around in your heads as far as whether or not it
22 extends at the end of the pavement or not. The law
23 allows you to grant variances, special exceptions,
24 etcetera with conditions put on there. You could
25 have as a condition that the, you know, of course

1 abandonment procedure is followed through with
2 properly, the road acceptance procedure is followed
3 through properly. These are things we talked about
4 last time. This is really the beginning of the
5 process. The abandonment procedure that's been
6 talked about several times there is no way for a
7 county, really any political subdivision or the
8 state to divest itself of a roadway unless you go
9 through the abandonment procedure which gives notice
10 to all the surrounding land owners, you post it with
11 signs, you eventually find your way in court and you
12 get the judge to determine one that it's in the best
13 interest for all those who are involved, who are
14 interested and then two, who owns the land
15 underneath the road if it's gonna be abandoned.
16 That's gonna have to happen in the way the road is
17 being configured here so I don't know that it --
18 that it is to say, all right, well no prescriptive
19 easement or it's in doubt so that's the end of the
20 inquiry. I still think, yeah, you can find facts on
21 that matter but I don't think that's the end of your
22 job. Is that responsive?

23 MALE VOICE:

24 I think so.

25 MR. ROOT:

1 Free -- feel free to ask a follow-up.

2 MR. CHAIRMAN:

3 Mr. Reid, could I put you on the spot for a minute?

4 MR. REID:

5 Sure.

6 MR. CHAIRMAN:

7 Representation has been made that 19 homes added to
8 this development will create traffic of 200 cars a
9 day, did that come from you folks or where does that
10 come from?

11 MR. REID:

12 No, sir, I was asked a general question about
13 traffic on the road. It is in our ordinance that
14 anything over 11 or more lots has to have a traffic
15 impact study. Generally I answered a question
16 about, you know, what that is and the -- the book
17 that decides that is used by traffic engineers to
18 call out what that would be. Now, that -- that runs
19 anywhere from what used to be, and this is again why
20 I don't throw out -- why I try to not throw out
21 numbers but it used to be 10.1 for residential
22 homes. Well it goes down from there depending on
23 the use of the home or the use of the property. So
24 I'm not a traffic engineer. I didn't do a traffic
25 engineer for the road or anything else like that.

1 But one would have to be done for the development.

2 MR. CHAIRMAN:

3 So if we proceeded with this development he'd have
4 to do a traffic study and that's when the
5 professionals would decide --

6 MR. REID:

7 Yes.

8 MR. CHAIRMAN:

9 -- what the impact would be whether it's acceptable
10 or not.

11 MR. REID:

12 And -- and for the whole road, what -- what does the
13 whole road carry, you know, what does -- what needs
14 to happen with the road.

15 MR. CHAIRMAN:

16 And Ellenburg Road, that's built to county
17 standards, is it not?

18 MR. REID:

19 No, sir. I mean, without a plan it's hard to say
20 but, no, sir. No, I -- I could comfortably say it's
21 not. But without a plan you -- you got -- any road
22 that's built in the county now has to be a minimum
23 20 foot wide, Ellenburg Road is not.

24 MR. CHAIRMAN:

25 Right.