



**ANDERSON
COUNTY**
SOUTH CAROLINA

**AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL CALLED MEETING
June 23, 2020 at 6:30pm
Anderson County Civic Center
3027 Martin Luther King Jr. Blvd.
Chairman Tommy Dunn, Presiding**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Ray Graham
3. **APPROVAL OF MINUTES:** March 26, 2020 and May 13, 2020
4. **CITIZENS COMMENTS:** Agenda Matters only
5. **ORDINANCE THIRD READING:** none
6. **ORDINANCE SECOND READING:** none
7. **ORDINANCE FIRST READING:**
 - a. **2020-013:** An ordinance to amend the zoning map to rezone +/- 19.00 acres from C-2 (Highway Commercial) to R-M (Multifamily Residential) on Welpine Road, Anderson. TMS# p/o 093-00-03-002. (District 4) Ms. Alesia Hunter (allotted 5 minutes)
 - b. **2020-014:** An ordinance to amend the zoning map to rezone +/- 141.83 acres from R-20 (Single-Family Residential) to PD (Planned Development) located at Highway 187, Fants Grove Road, Burns Bridge Road, and William Walker Road, Anderson. TMS #043-00-01-006; 007; 020 and 043-00-11-021. (District 4) Ms. Alesia Hunter (allotted 5 minutes)
 - c. **2020-016:** An ordinance to amend the zoning map to rezone +/- 43.91 acres from R-20 (Single-Family Residential) to R-A (Residential-Agricultural) located at 2705 Centerville Road, TMS# 045-00-04-006. (District 5) Ms. Alesia Hunter (allotted 5 minutes)
 - d. **2020-017:** An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and [Project Westwind] with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision certain Special Source Revenue Credits. (Project Westwind) Mr. Burriss Nelson (allotted 5 minutes)
8. **RESOLUTIONS:** none
9. **APPROVAL OF 2020-2021 ROAD IMPROVEMENT PLAN:** Mr. Matt Hogan

Tommy Dunn
Chairman
Council District 5

Brett Sanders
Vice Chairman
Council District 4

Craig Wooten
Council District 1

Gracie S. Floyd
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

M. Cindy Wilson
Council District 7

Lacey A. Croegaert
Clerk to Council

Rusty Burns
County Administrator

10. **REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE HELD ON JUNE 23, 2020:** Chairman M. Cindy Wilson (allotted 10 minutes)
 - Approval of Minutes for March 9, 2020
 - Discussion regarding Tiny Home Rules and Regulations
 - Discussion on appropriate measure to protect local farm properties
 - Update and upgrades for County Storm water retention and run-off measures
 - Executive Session
 - a. Legal Advice regarding Land Use issues
11. **APPOINTMENTS:** None
12. **REQUESTS BY COUNCIL:**
13. **ADMINISTRATORS REPORT:** (allotted 2 minutes)
14. **CITIZENS COMMENTS:**
15. **REMARKS FROM COUNCIL:**
16. **ADJOURNMENT:**

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.

For assistance please contact the Clerk to Council at 864-260-1036.

Minutes
Emergency Council Meeting
Thursday, March 26, 2020

DRAFT

The Emergency Council Meeting of Thursday, March 26, 2020 was called to order at 10:32 am by Chairman Tommy Dunn. Chairman Tommy Dunn and Ms. M. Cindy Wilson were in attendance. Mr. Craig Wooten, Ms. Gracie S. Floyd, Mr. Ray Graham, Mr. Brett Sanders and Mr. Jimmy Davis attended via conference call. The Invocation and Pledge of Allegiance was provided by Mr. Leon Harmon.

The following items were discussed by the committee:

2. Emergency Ordinance 2020-010:

The Emergency Ordinance presented was to declare a State of Emergency for Anderson County, South Carolina due to the Corona Virus (COVID-19) Pandemic. This ordinance will help the County receive reimbursement funding from the State.

Ms. M. Cindy Wilson made the motion to put on the table the emergency ordinance to declare a state of emergency for Anderson County, South Carolina due to the Corona Virus (COVID 19) Pandemic and other matters related thereto and a second from Mr. Brett Sanders, the motion carries unanimously 7-0.

There being no further business, the Emergency Council Meeting was adjourned at

10:37 Am. _____, Chairman

_____ Date

**Minutes
Special Called Council Meeting
Wednesday, May 13, 2020**

The Anderson County Council Special Called Meeting of Wednesday, May 13, 2020 was called to order at 11:00 am by Chairman Tommy Dunn. Mr. Craig Wooten, Ms. M. Cindy Wilson, Ms. Gracie S. Floyd, Mr. Ray Graham, Mr. Brett Sanders and Mr. Jimmy Davis were in attendance for the meeting. The Invocation and Pledge of Allegiance was provided by Mr. Jimmy Davis.

The following items were discussed by the council:

3. Approval of minutes for March 3, 2020:

Ms. Wilson requested a change to page 38 to include a note: Mr. Graham and Mr. Harmon were in discussion and not in the meeting during the motion to table.

Mr. Davis made the motion to accept minutes as corrected to include the conversation between Mr. Graham and Mr. Harmon in the note and a second from Ms. Wilson. Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Wooten, Mr. Graham and Ms. Wilson voted in favor to accept the minutes as corrected and Ms. Floyd abstained.

4. Citizens Comments, Agenda items only:

A citizen microphone was not available at this time due to the safety concerns of COVID-19.

The Council heard comments from the following citizens:

- David Standard, District 2 – speaking against Tiny Homes
- Frank Scalise, Powdersville, speaking in favor of Second Amendment Ordinance 2020-008
- Russell Ramsey, District 1- speaking in favor of Second Amendment Ordinance 2020-008
- Pastor Dave Neal, South Point Baptist Church- speaking against Tiny Homes

5. Housing Information for District 2:

Ms. Floyd addressed issues related to the tiny home development in District 2.

No votes were taken for this item.

6. Ordinance Third Reading:

There are no third readings.

7a. Ordinance Second Reading 2020-006:

Ordinance 2020-006 is an ordinance to amend the zoning map to rezone +/- 50.26 acres from R-20 (Single Family Residential) to R-A (Residential-Agricultural) at 1061 Asbury Park Road, TMS# 045-00-04-009.

Mr. Dunn made the motion to accept the second reading of Ordinance 2020-006 with a second from Ms. Wilson. The motion carried 6-1 with Mr. Davis, Mr. Sanders, Mr. Dunn, Ms. Wilson, Mr. Wooten, and Mr. Graham in favor and Ms. Floyd abstained.

8a. Ordinance First Reading Ordinance 2020-008:

Ordinance 2020-008 is an ordinance to amend the Code of Ordinances, Anderson County South Carolina, by adding Article X to Chapter 42 Titled Second Amendment Protection.

Mr. Graham read the proposed Ordinance and made the motion to accept the first reading of Ordinance 2020-008 with a second from Ms. M. Cindy Wilson. The motion carried 6-1 with Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Graham, Mr. Wooten, and Ms. Wilson in favor and Ms. Floyd abstained.

8b. Ordinance First Reading Ordinance 2020-009:

Ordinance 2020-009 is an ordinance authorizing the execution and delivery of certain agreements by and between Anderson County, South Carolina, and Company A/ Company B whereby, under certain conditions, said Companies will acquire, by construction and purchase, certain property in Anderson County and create certain jobs in Anderson County will execute amendments to certain Fee-in-Lieu-Tax Agreement(s) and Special Source Revenue Agreements and provide certain Economic Development Inducements to Company A/ Company B and an additional sponsor Affiliate and enact certain further Legislation for said Companies' Project MIT involving an expected Nine Million Five Hundred Thousand Dollars (\$9,500,000) in total investment and the creation of an expected Fifty(50) new jobs in the County.

Ms. Wilson made the motion to accept first reading of Ordinance 2020-009 with a second from Mr. Sanders. The motion carried unanimously 7-0.

8c. Ordinance First Reading 2020-011:

Ordinance 2020-011 is an ordinance declaring a moratorium for six (6) months on the issuance of approvals of development permits for recreational vehicles ("RV") parks and tiny home subdivisions in Anderson County to allow for development of revised standards.

Ms. Floyd made the motion to accept first reading of Ordinance 2020-011 with a second from Mr. Wooten. The motion carried unanimously 7-0.

9a. Resolution R2020-011:

Resolution R2020-011 is a resolution supporting local participation in the 2020 Census.

Ms. Wilson made the motion to accept resolution R2020-011 with a second from Mr. Graham. The motion carried unanimously 7-0.

9b. Resolution R2020-012:

Resolution R2020-012 is a resolution of the Anderson County Council to request the assistance and cooperation of the South Carolina Department of Health and Environmental Control ("DHEC") in re-requiring additional testing and remediation at the site of the Kinder Morgan Plantation Pipeline release near Belton, South Carolina to more expeditiously address the clean-up of the release.

Ms. Wilson made the motion to accept resolution R2020-012 with a second from Mr. Davis. The motion carried unanimously 7-0.

9c. Resolution R2020-013:

Resolution R2020-013 is a resolution authorizing execution of a Certificate of Waiver pursuant to the declaration of covenants, conditions, restrictions, and easements for Anderson Regional Airport Industrial Air Park regarding the sale of a parcel within the Air Park by Lakeshore, Inc. to P.R.T. R., LLC for Project Westwind.

Ms. Wilson made the motion to accept resolution R2020-013 with a second from Mr. Sanders. The motion carried unanimously 6-0. (Ms. Floyd was not in attendance for agenda items 9c-16.)

9d. Resolution R2020-014:

Resolution R2020-014 is a resolution authorizing, under certain conditions, the execution and delivery by Anderson County, South Carolina of a Fee in Lieu of Tax Agreement with Project Westwind with respect to an Industrial Project in the County whereby the Project would be subject to payment of certain Fee in Lieu Taxes, and whereby Project Westwind will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure.

Ms. Wilson made the motion to accept resolution R2020-014 with a second from Mr. Graham. The motion carried unanimously 6-0.

9e. Resolution R2020-015:

Resolution R2020-015 is a resolution authorizing continuing appropriations for Fiscal Year 2019-2020 until such time that the 2020-2021 Fiscal Year Budget Ordinance is duly enacted.

Mr. Sanders made the motion to accept resolution R2020-015 with a second from Ms. Wilson. The motion carried unanimously 6-0.

10a. Grant Approval Undiscovered SC Grant for Green Pond Landing:

The State of South Carolina would like to give Anderson County an Undiscovered SC Grant for \$103,000 to be used to complete recreation work at Green Pond Landing. The funding will cover bid alternates under the current construction contract that will be awarded with Council approval.

Mr. Davis made the motion to accept approval of the Undiscovered SC Grant with a second from Ms. Wilson. The motion carried unanimously 6-0.

10b. Grant Approval Re-Entry Navigator Sub Grant Award:

The Re-entry Navigator Sub Grant will allow Anderson County to partner with South Carolina Department of Employment and Workforce and the local Workforce Investment Board. Anderson County as a subcontractor will hire an employee to serve as a Re-entry Navigator to serve people who are released out of incarceration at the state level. They will work with Vocational Rehab, WorkLink and other agencies to provide assistance of transitioning into gainful employment. It is a 24 month project that is funded by the State. There will be a contract with WorkLink. The employer will be based in Anderson County and will also provide services in Pickens and Oconee Counties.

Ms. Wilson made the motion to accept approval of the Re-Entry Navigator Sub Grant with a second from Mr. Davis. The motion carried unanimously 6-0. Ms. Floyd was not in attendance for consideration of this motion.

11. Approval of In-Kind Commitment Letter of Support:

Anderson County participates annually with Upstate Forever's nonpoint source pollutant reduction program. This year Upstate Forever will be targeting the Three and Twenty Basin for this work. Anderson County will provide in-house support from Storm Water Management office, and part of this project will include work on demonstrations through restoration projects at the Civic Center in Anderson, South Carolina.

Ms. Wilson made the motion to accept approval of In-Kind Commitment Letter of Support with a second from Mr. Davis. The motion carried unanimously 6-0. Ms. Floyd was not in attendance for consideration of this motion.

12a. Bid Approval Bid # 20-37 for Audit Services

A request for proposals for Audit Services for the upcoming year was sent with 14 requests, and three responses received. The staff evaluated the requests and recommended award to Greene Finney, LLP for a one year contract with an option to renew for three additional years.

Mr. Davis made the motion to accept approval of Bid #20-037 with a second from Mr. Graham. The motion carried unanimously 6-0. Ms. Floyd was not in attendance for consideration of this motion.

12b. Bid Approval Bid # 20-043 for Asphalt Lab Renovation:

There were 17 requests received with a response for work regimen with Tri-County Tech and the Asphalt Lab. The staff evaluated and recommended award to Glenn Constructors, in Anderson, South Carolina for the amount of \$328,150.00.

Ms. Wilson made the motion to accept approval of Bid #20-043 with a second from Mr. Sanders. The motion carried unanimously 6-0. Ms. Floyd was not in attendance for consideration of this motion.

12c. Bid Approval Bid # 20-044 for Dolly Cooper Kayak Launch:

There were 31 member requests with two responses for Bid #20-044. The staff evaluated and recommended the base bid and alternates for award to Belk Construction in the amount \$276,658.00

Mr. Davis made the motion to accept approval of Bid #20-044 with a second from Mr. Graham. The motion carried unanimously 6-0. Ms. Floyd was not in attendance for consideration of this motion.

13. Transfers

Mr. Graham made the motion to accept all transfers with a second from Mr. Davis. The motion carried unanimously 6-0. Ms. Floyd was not in attendance for consideration of this motion.

14. Road Acceptance:

This Road acceptance provides approval for Hemlock Subdivision Phase II roads, Pennington Farms Subdivision roads, and Sullivan Hills Subdivision Phase II roads to be added into the County Maintenance System.

Ms. Wilson made the motion to accept the Roads into County Inventory with a second Mr. Graham. The motion carried unanimously 6-0.

15. Report from Planning and Public Works Meeting Held on Monday, March 9, 2020:

Ms. Wilson provided the report of Planning and Public Works meeting that was held on Monday, March 9, 2020. This agenda included the approval of minutes for February 28, 2020 with some corrections, a presentation on Sewer updates and conditions from Mr. Derrick Singleton, and a discussion on Capital Improvements for the upcoming Budget Year.

16. Executive Session:

Ms. Wilson made the motion to go into executive session with a second from Mr. Graham. The motion carried unanimously 6-0.

In Executive Session all Council members present received Legal advice involving contractual matters related to the Civic Center, a Legal Update on Preston Bankruptcy, a Legal update on Joey Beeson Case, and Legal advice regarding the acquisition or sewer easement for Welpine Project.

Ms. Wilson made the motion to come out of executive session after receiving legal advice and updates on contractual matter related to the Civic Center, Preston Bankruptcy, Joey Beeson Case, and the acquisition of the sewer easement for the Welpine Project with no action taken with a second from Mr. Davis. The motion carried unanimously 7-0. (Ms. Floyd was in attendance for the rest of the agenda items.)

Mr. Graham made the motion for approval of the agreement with Music Farm Entertainment, LLC to conduct concert events at the Civic Center and amphitheater as discussed in Executive Session and with a second from Ms. Wilson. The motion carried unanimously 7-0.

Mr. Sanders made the motion for approval of the resolution for the sewer right away issues on Welpine project as discussed in Executive Session with a second from Mr. Davis. The motion carried unanimously 7-0.

17. Appointments:

There are no appointments at this time.

18. Requests by Council:

Mr. Davis made the motion from the Special Projects Fund from District 6 to appropriate \$1000 to the Piedmont Historical Preservation Society, and \$1000 to Powdersville League of Athletic Youth (PLAY) to help with the baseball program with a second from Ms. Wilson. The motion carried unanimously 7-0.

Mr. Sanders made the motion to appropriate \$500.00 from District 4 recreation account to Safe Harbor with a second from Ms. Wilson. The motion carried unanimously 7-0.

Mr. Graham made the motion to appropriate \$ 500.00 from District 3 recreation fund to Safe Harbor with a second from Ms. Wilson The motion carried unanimously 7-0.

Ms. Wilson made the motion to appropriate from District 7 for recreational projects for the Town of Williamston \$2400, Pelzer \$1500, West Pelzer \$1500, and Honea Path \$1500 with a second from Mr. Sanders. The motion carried unanimously 7-0.

Mr. Dunn made the motion to appropriate from District 5 Special Projects \$1500 to Aim, \$1000 for Friends of the Museum, and \$500 for Safe Harbor with a second from Ms. Wilson. The motion carried unanimously 7-0.

19. Administrators Report:

The Administrators Report did not include matters beyond what was in the County Council packet.

20. Citizens Comments, All Other Matters:

A citizen microphone was not available at this time due to the safety concerns of COVID-19.

The Council heard comments from the following citizens:

Randy Jones, speaking in favor of the Second Amendment Ordinance

Following comments from the County Council Members, the Special Called Council meeting was adjourned at 1:00pm.

_____, Chair

_____ Date

**Anderson County Planning Commission
Staff Report
June 9, 2020**

Applicant: Blackstream Development
Current Owner: William F. McGregor Jr. Trust Et Al
Property Address: Welpine Road
Precinct: Denver - Sandy Springs
Council District: 4
TMS #(s): p/o 093-00-03-002
Acreage: +/- 19.00
Current Zoning: C-2 (Highway Commercial)
Requested Zoning: R-M (Multifamily Residential)
Surrounding Zoning: North: I-2 (Industrial Park District)
South: C-2 (Highway Commercial)
East: C-2 (Highway Commercial)
West: I-1 (Industrial District)

Evaluation: The purpose of the Multifamily Residential District is established to provide for medium and high population density. The principal use of land is for two family and multiple family dwellings and the recreational, religious, and educational facilities normally associated with residential development.

This request is to rezone the parcel of property described above from C-2 (Highway Commercial) to R-M (Multifamily Residential). The applicant's intent is to develop a multifamily development.

The project will include 252 units among 11 buildings with a mix of 1, 2, and 3-bedroom units three stories high. The development will include 3 garage buildings and 528 surface spaces. Amenities will include a dog park, green space, a pool, carwash and clubhouse. The apartment complex will be accessed via a planned road off of Electric City Boulevard.

The developer will be responsible for contacting the appropriate agencies including but not limited to water, sewer and fire for adequate service capacity. Developer will

be required to tie on to sewer if approved. Electric City and Interstate Boulevard are classified as local roads. A traffic impact study will be required to be submitted at the preliminary plat layout and application.

Highway Commercial and Industrial Park District uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as commercial and industrial.

Public Outreach:

Staff hereby certifies that the required public notification actions have been completed, as follows:

- May 22: Rezoning notification signs posted on subject property;
- May 22: Rezoning notification postcards sent to 119 property owners within 2,000' of the subject property;
- May 25: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Public Feedback:

To date, staff has received three phone calls requesting more information.

Staff Recommendation:

Due to the surrounding uses and existing commercial amenities and abutting residential property, staff recommends approval.

Planning Commission
Recommendation:

The Anderson County Planning Commission met on June 9, 2020 and after a duly noted public hearing recommended **approval** of a request to rezone from C-2 to R-M. The vote was **3** in favor, **2** opposed, and **2** absent.

County Council:

The Anderson County Council will meet on July 7, 2020 and hold a duly noted public hearing and 1st reading on this request to rezone from C-2 to R-M.



Rezoning Request Recommendation

6-9-20

Date of Planning Commission Meeting

Approval

Recommendation (Approval or Denial)

Project Information

Name of Applicant: Blackstream Development

Property Location: Welpine Road

County Council District: 4 School District: 4

Total Acreage: 19.00 Current Land Use: Vacant

Current Zoning: C-2 Requested Zoning: R-M

Purpose of Rezoning: multifamily development

Recommendation

Recommendation Rendered: Approve

Reason(s) for Denial, if applicable:

- Compatibility with Future Land Use Map
- Availability of Infrastructure Support
- Compatibility with Traffic Levels
- Compatibility with Surrounding Properties
- Compatibility with Density Levels
- Use and Value of Surrounding Properties
- Other (please elaborate) : _____

Explanation of Reasons: _____

Planning Commission Presiding Chairman: [Signature]

Signature: [Signature] Date: 6-9-2020

For Office Use Only:

Scheduled Commission Public Hearing Date: 6/9/20 Planning Commission Recommendation: _____

Scheduled Council Public Hearing Date: 7/7/20 County Council Decision: _____



Rezoning Application

Anderson County Planning & Community Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: BLACKSTREAM DEVELOPMENT LLC

Mailing Address: 20 OVERBROOK COURT, SUITE 400, GREENVILLE, SC 29607

Telephone: 864-637-9302

Email: JESSE.CARTER@SVN.COM

Owner's Information

(If Different from Applicant)

Owner Name: WILLIAM F. MCGREGOR JR. TRUST ET AL. C/O TOM MCGREGOR

Mailing Address: 211 ALTAMONT COURT, ANDERSON, SC 29621

Telephone: 864-260-3580

Email: TMCGREGOR@GLOBALFINANCIALSERVICE.NET

Designation of Agent: *(Complete only if owner is not the applicant)*

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

MARCH 12, 2020

Owner's Signature

Date

Project Information

Property Location: A PORTION OF 77.153 ACRES ON WELPINE ROAD, ANDERSON, SC

Parcel Number(s)/TMS: A PORTION OF TMS #930003002

County Council District: CCD FOUR School District: 04

Total Acreage: ±19.0 Current Land Use: UNDEVELOPED LAND

Requested Zoning: R-M Current Zoning: C-2

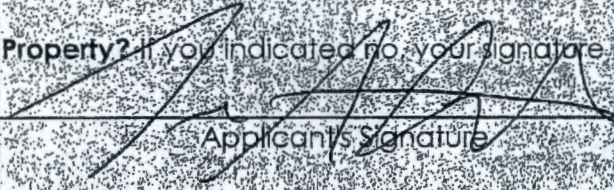
Purpose of Rezoning: MULTIFAMILY DEVELOPMENT - 252 UNITS

Are there any Private Covenants or Deed Restrictions on the

Yes

No

Property? If you indicated no, your signature is required


Applicant's Signature

MARCH 12, 2020

Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: THE ±19.0 ACRE PROPERTY REFERENCED ABOVE IS PART OF THE ±77 ACRE TRACT WITH TMS #930003002.

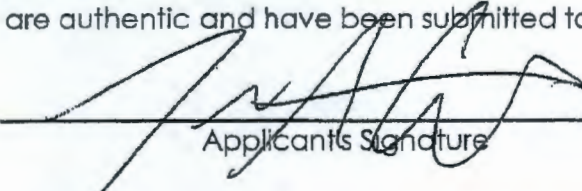
The rezoning of this property is contingent on a sale to Charter Capital or its affiliated entity by May 1, 2021.

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (PD, IZOD, PC), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.


Applicant's Signature

MARCH 12, 2020

Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:

Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____



ANDERSON COUNTY REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Provisions for water and sewer;
3. Plans for protection of abutting properties, if applicable;
4. Any additional information deemed reasonable for review.

WE ARE PROPOSING A 252 UNIT, MARKET-RATE MULTIFAMILY PROJECT. THIS WILL BE A CLASS-A, 3-STORY APARTMENT COMMUNITY WITH EXCELLENT AMENITIES TO MATCH THE HIGH-END CONSTRUCTION. THESE AMENITIES INCLUDE A DOG PARK, AMPLE GREEN SPACE, A POOL, CARWASH AND GARAGES. THE PROJECT HAS BEEN DESIGNED WITH 11 TOTAL APARTMENT BUILDINGS, ALONG WITH THE AFORMENTIONED CLUBHOUSE AND GARAGE STRUCTURES.

THE SURROUNDING AREA IS HEAVILY INFLUENCED BY THE EXISTING HOTELS, RESTAURANTS AND MOVIE THEATRE. ALL OF THIS COMMERCIAL IS ACCESSED VIA ONE INGRESS AND EGRESS POINT AT THE INTERSECTION OF CLEMSON AND INTERSTATE BOULEVARDS, WHICH HAS CREATED SIGNIFICANT TRAFFIC AND PUBLIC SAFETY ISSUES.

THE APARTMENT PROJECT WILL BE ACCESSED VIA A PLANNED ROAD COMING OFF OF ELECTRIC CITY BOULEVARD AND TYING INTO INTERSTATE BOULEVARD. THE ROAD IS DESIGNED TO ALLEVIATE THE TRAFFIC AND SAFETY ISSUES THAT ARISE FROM THE INTERSTATE BOULEVARD BOTTLENECK.

OUR GOAL IS TO CREATE A HIGH-END APARTMENT COMMUNITY THAT WILL PROVIDE OUR RESIDENTS PEDESTRIAN ACCESS TO THE EXISTING COMMERCIAL AMENITIES. THE ABUTTING COMMERCIAL PROPERTIES WILL BENEFIT FROM THE PLANNED ROAD. OUR SITE PLAN INCLUDES SIGNIFICANT GREENSPACE TO THE NORTH ALONG THE CREEK. THIS GREENSPACE IS NOT ONLY INTENDED TO SERVE AS AN AMENITY TO THE COMMUNITY, BUT ALSO TO PROVIDE OUR NEIGHBORS ALONG HORSESHOE TRAIL WITH A BUFFER.

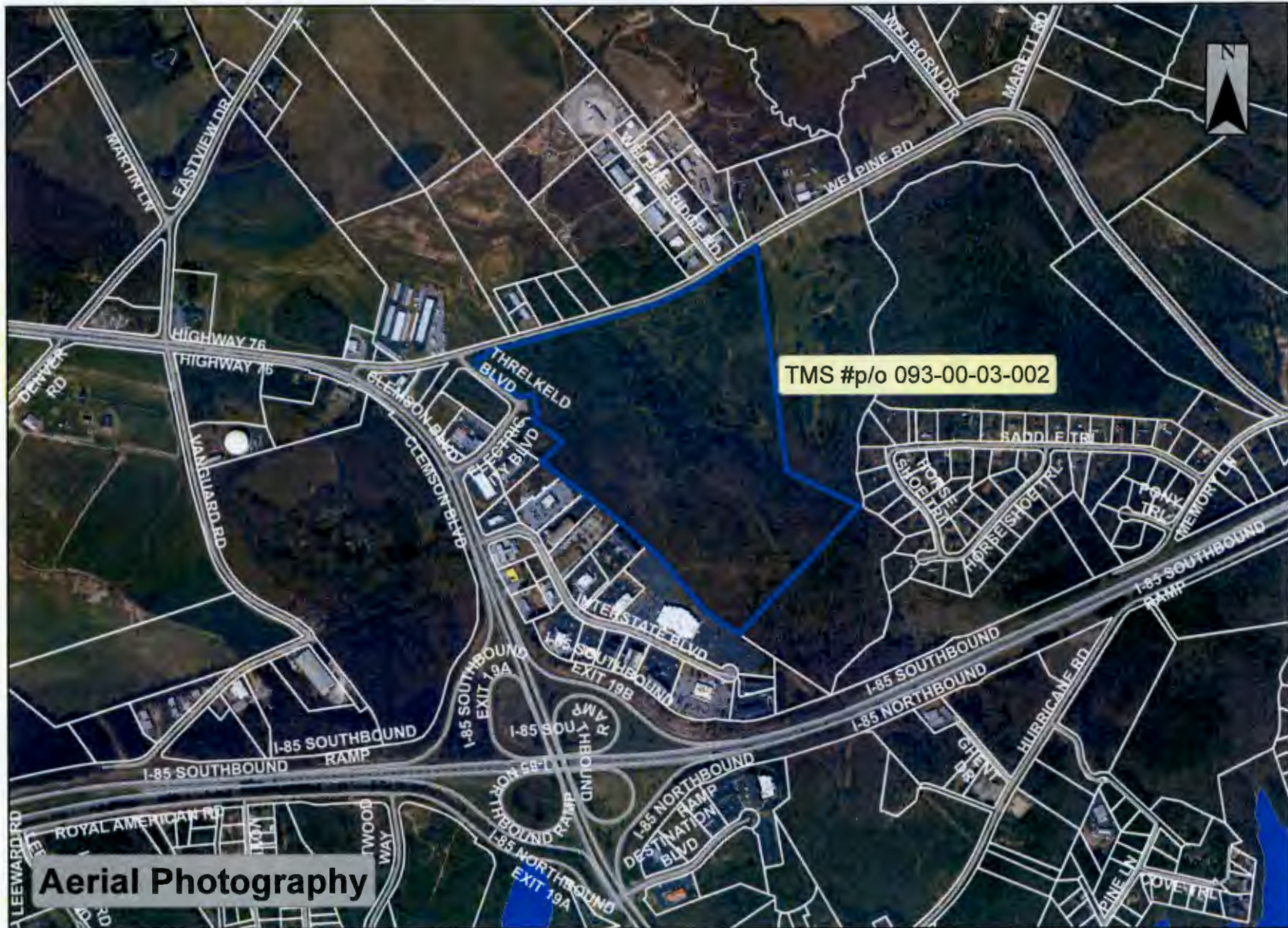
THE PROPERTY WILL BE SERVICED BY EXISTING WATER LINES AND SEWER LINES, INCLUDING THE HURRICANE CREEK SEWER LINE, WHICH IS CURRENTLY UNDERGOING EXPANSION. CAPACITY IS UNDERSTOOD TO BE ADEQUATE WITH ADDITIONAL CAPACITY TO SERVICE FUTURE DEVELOPMENT.



Aerial Photography OUTHBOUND
19A

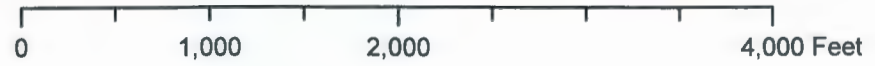
**Rezoning Request
Welpine Road
C-2 to R-M**

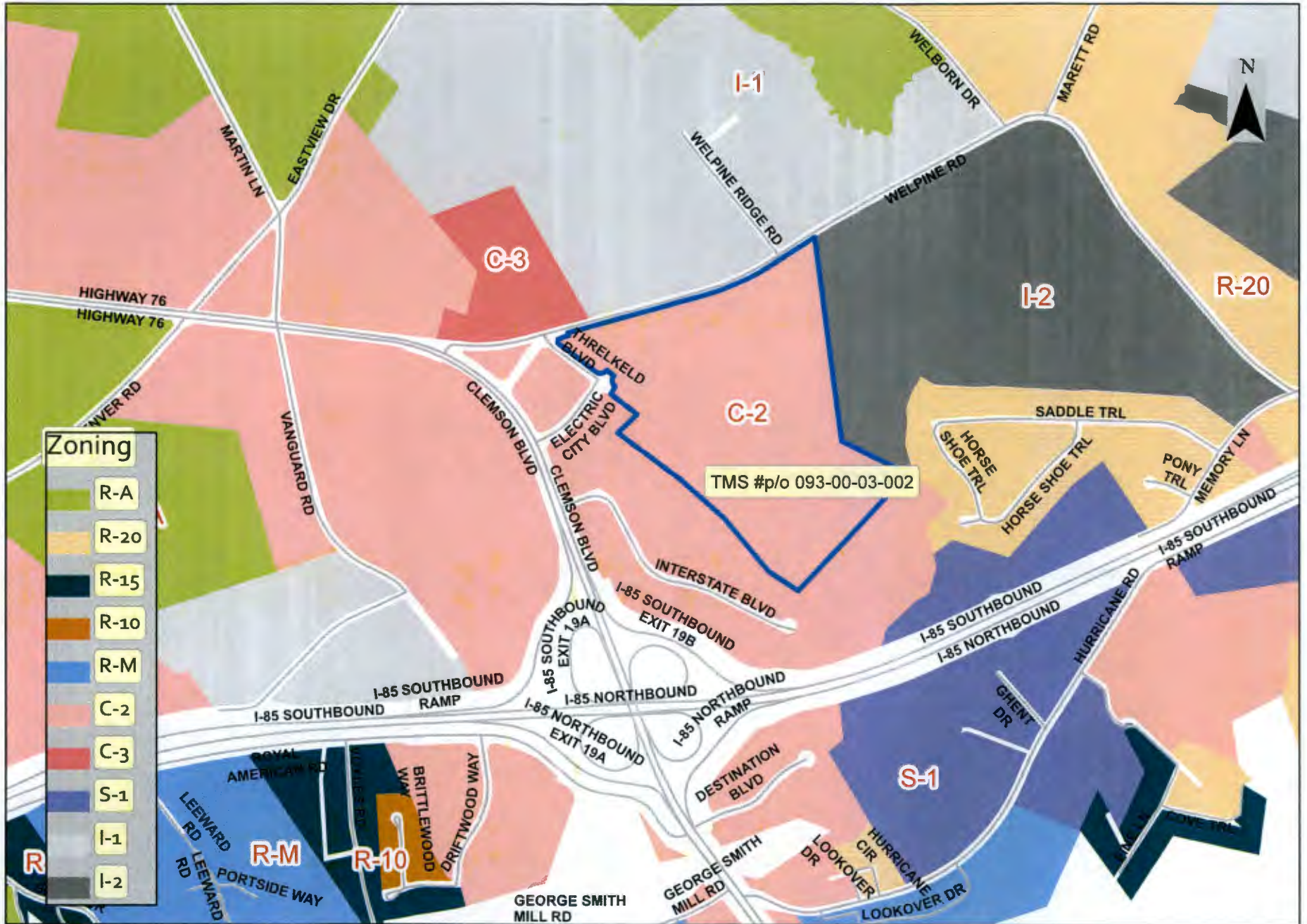
0 500 1,000 2,000 Feet



Aerial Photography

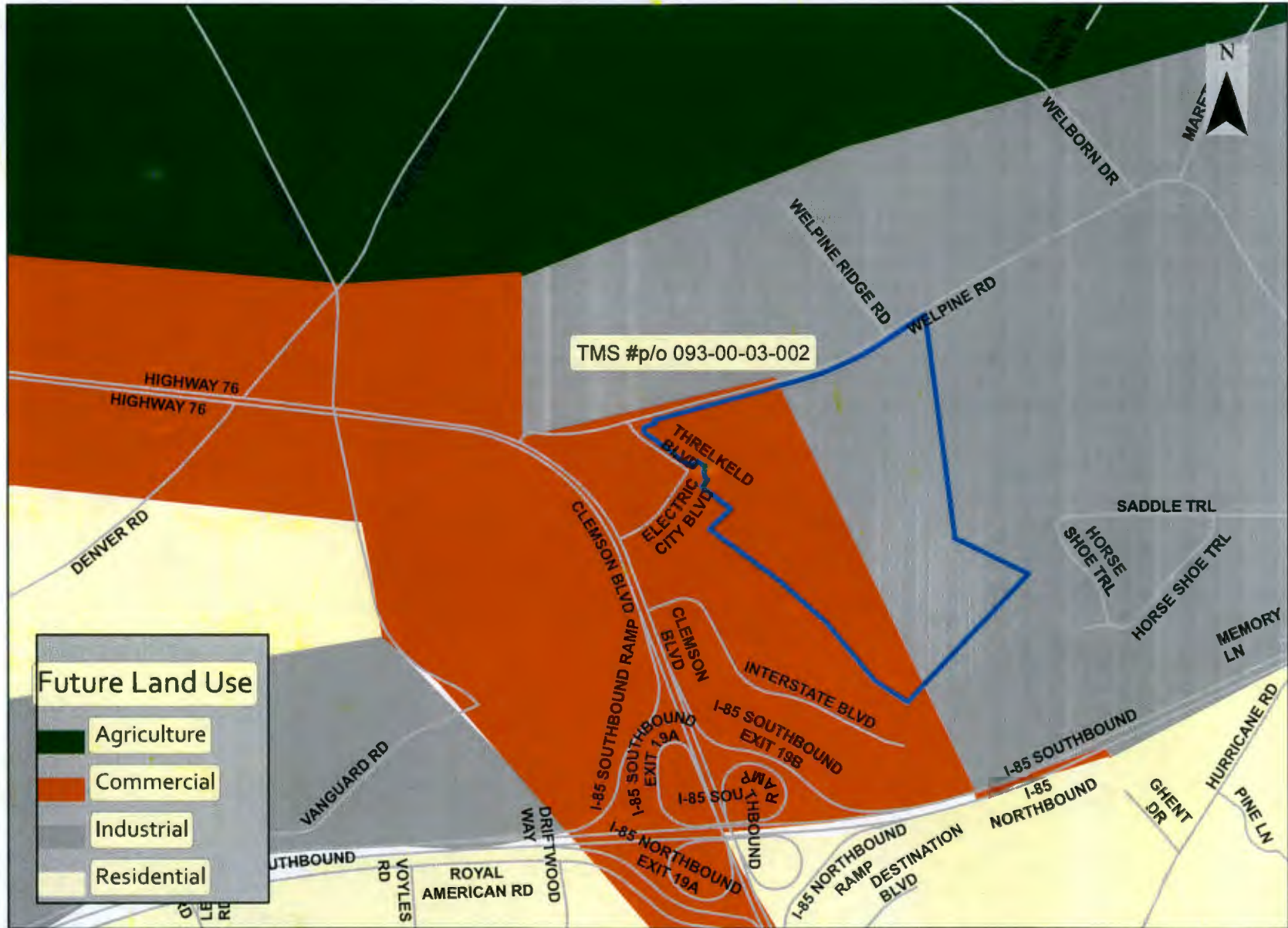
**Rezoning Request
Welpine Road
C-2 to R-M**





Rezoning Request
Welpine Road
C-2 to R-M





**Rezoning Request
Welpine Road
C-2 to R-M**













5/22/20

5/22/20

WATERPROOFING
IN THE CITY OF
SAN FRANCISCO





5/22/20



5/22/20



5/22/20

**Anderson County Planning Commission
Staff Report
June 9, 2020**

Applicant: Jamie McCutchen for Spano & Associates
Current Owner: Lathan Bennett Pracht Farm Trust LLC
Property Address: Highway 187, Fants Grove Road & Burns Bridge Road
Precinct: Mt. Tabor
Council District: 4
TMS #(s): 043-00-01-006; -007; -020 and 043-00-11-021
Acreage: +/- 141.83
Current Zoning: R-20 (Single-Family Residential)
Requested Zoning: PD (Planned Development)
Surrounding Zoning: North: R-20 (Single-Family Residential) and R-A (Residential Agricultural)
South: I-2 (Industrial Park District – Clemson Research Park)
East: R-20 (Single-Family Residential)
West: R-20 (Single-Family Residential)

Evaluation: The purpose of the PD district is to encourage innovative and creative design of residential and/or commercial developments and permit a greater amount of flexibility to a developer by removing some of the restrictions of conventional zoning. Each application is reviewed on its own merit.

This request is to rezone four parcels of property described above from R-20 (Single-Family Residential) to PD (Planned Development). The applicant's intent is to develop a mixed-use development consisting of single-family detached, single-family attached and commercial/non-residential uses. The development will contain 435 residential lots and up to 20 acres of commercial/non-residential uses.

All single-family detached homes will be a minimum of 3 bedrooms, 2 bath units. Single-family attached homes will be a minimum of 2 bedrooms, 2 bath units. A mix of single story, 1 1/2 story, and two-story homes will be constructed. Homes will be a minimum of 1,200 square feet of heated area. Amenities will include open space, multiple parks, a playground, a pool and cabana, a dog park, community

garden and walking trails. The project is expected to be built in multiple phase over 5 to 7 years, generally constructing 60-100 units per phase.

The developer attempted community outreach, however, due to COVID-19 was unable to do so. Instead, they created a website and sent letters out to 244 property owners. Twenty-five people did respond and they were sent a survey about the development; only 8 completed the survey. However, 6 provided responses and comments on the site plan.

The developer has received letters from the appropriate agencies acknowledging water, sewer, phone, light and fire services. Developer will be required to tie on to sewer if approved. Highway 187 is classified as a collector road. A traffic impact study has been completed for the project and reviewed by SCDOT. Widening of Highway 187 to three lanes and turn lane has been identified along with reserving right-of-way at intersections and improvements of William Walker Road. Anderson County Roads and Bridges has identified William Walker Road as a minor local road with one access point which limits the maximum average daily trips (ADT) to 500 per day. If the proposed William Walker Site Access #1 road is constructed, then the segment from SC Highway 187 will become a minor local road with two access points with a maximum ADT of 1,000. The development is estimated to add 874 trips per day to the road for a total ADT of 986. Based on the estimated ADT, current condition rating, width and pavement structure; it is recommended that this segment be upgraded to the current Anderson County Commercial Road Standards. Auxiliary left and right turn lanes for the eastbound movements should be constructed since the traffic impact study estimates the level of service (LOS) to decline from LOS B to LOS C. The developer shall be responsible for all cost to upgrade William Walker Road including engineered plans, permits, right of ways, construction, and utility relocations.

Single-Family Residential and Industrial Park District uses are adjacent to the subject parcels. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as agricultural and industrial.

Public Outreach:

Staff hereby certifies that the required public notification actions have been completed, as follows:

- May 22: Rezoning notification signs posted on subject property;
- May 22: Rezoning notification postcards sent to 187 property owners within 2,000' of the subject property;
- May 25: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Public Feedback: To date, staff has received six phone calls requesting more information.

Staff Recommendation: The subject property is in a suitable location for transition to a mixed-use development because of the availability of sewer. Based on the merit of the Statement of Intent, staff recommends approval of this request.

Planning Commission Recommendation: The Anderson County Planning Commission met on June 9, 2020 and after a duly noted public hearing recommended **denial** of a request to rezone from R-20 to PD. The vote was **0** in favor, **5** opposed, and **2** absent.

County Council: The Anderson County Council will meet on July 7, 2020 and hold a duly noted public hearing and 1st reading on this request to rezone from R-20 to PD.



Rezoning Request Recommendation

6/9/20
Date of Planning Commission Meeting

Denial
Recommendation (Approval or Denial)

Project Information

Name of Applicant: Jamie McCutchen for Spano + Associates

Property Location: Hwy. 187, Fants Grove Rd, Burns Bridge Rd + William Walker Rd

County Council District: 4 School District: _____

Total Acreage: 141.83 Current Land Use: _____

Current Zoning: R-20 Requested Zoning: PD

Purpose of Rezoning: Mixed development - commercial + residential

Recommendation

Recommendation Rendered: Deny

Reason(s) for Denial, if applicable:

- Compatibility with Future Land Use Map
- Availability of Infrastructure Support
- Compatibility with Traffic Levels
- Compatibility with Surrounding Properties
- Compatibility with Density Levels
- Use and Value of Surrounding Properties
- Other (please elaborate) : _____

Explanation of Reasons: _____

Planning Commission Presiding Chairman: DAVID COFFMAN

Signature: [Signature] Date: 6-9-2020

For Office Use Only:

Scheduled Commission Public Hearing Date: 6/9/20 Planning Commission Recommendation: _____

Scheduled Council Public Hearing Date: 7/7/20 County Council Decision: _____



Rezoning Application

Anderson County Planning & Community Development

Date of Submission _____

Approved/Denied _____

Applicant's Information

Applicant Name: Jamie McCutchen for Spano & Associates
Mailing Address: 184 Milestone Way, Greenville, SC 29615
Telephone: 864-527-9800
Email: jmccutchen@davisfloyd.com

Owner's Information (If Different from Applicant)

Owner Name: Lathan Bennett Pracht Farm Trust, LLC
Mailing Address: 6004 Hwy 24, Townville, SC 29689
Telephone: 864-314-3260
Email: richbennett@bellsouth.net

Designation of Agent: (Complete only if owner is not the applicant)

I, Jamie McCutchen, hereby designate the Applicant as my agent to represent me in this

4/9/2020

Date

Project Information

Highway 167, Farns Grove Road, Burns Bridge Road, William Walker Road

Parcel Numbers: 430001020, 430001007 & 430011021

4 School District: 04

±141.8 acres Current Land Use: Vacant

PD Current Zoning: R-20

Mixed Use Planned Development

City Street/Post Office Box 8002 * Anderson, South Carolina 29622
Phone: 864-4720 * Email: planning@andersoncountysc.org

Are there any Private Covenants or Deed Restrictions on the

Yes

No

Property? If you indicated no, your signature is required.

Jamie McCutchen - Davis & Floyd

Digitally signed by Jamie McCutchen - Davis & Floyd
DN: cn=Jamie McCutchen - Davis & Floyd, o=Anderson County, ou=Anderson County, email=jamie.mccutchen@andersoncountysc.org, c=US

Applicant's Signature

Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: Preliminary Development Plan and Statement of Intent are attached

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (PD, IZOD, PC), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.

Jamie McCutchen - Davis & Floyd

Digitally signed by Jamie McCutchen - Davis & Floyd
DN: cn=Jamie McCutchen - Davis & Floyd, o=Anderson County, ou=Anderson County, email=jamie.mccutchen@andersoncountysc.org, c=US

4/9/2020

Applicant's Signature

Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:

Application Received By: 4/9/20

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____



ANDERSON COUNTY REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Provisions for water and sewer;
3. Plans for protection of abutting properties, if applicable;
4. Any additional information deemed reasonable for review.

Preliminary Development Plan and Statement of Intent are attached.
Traffic Study has been completed and also attached



Aerial Photography

**Rezoning Request
Hwy. 187, Burns Bridge Rd., William Walker Rd.
R-20 to PD**

0 500 1,000 2,000 Feet



Aerial Photography

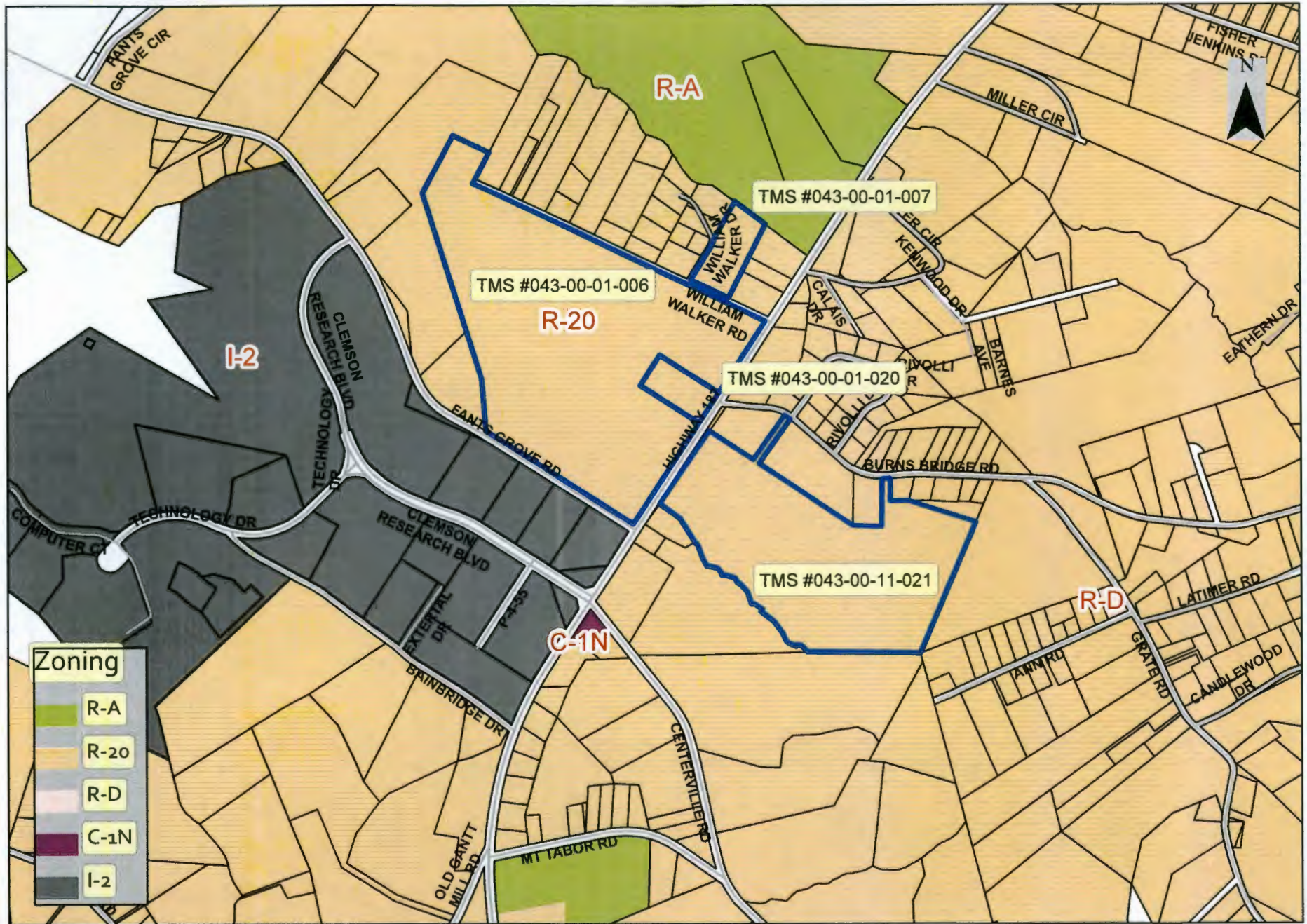
**Rezoning Request
Hwy. 187, Burns Bridge Rd., & William Walker Rd.
R-20 to PD**





Rezoning Request
Hwy. 187, Burns Bridge Rd., & William Walker Rd.
R-20 to PD

0 1,000 2,000 4,000 Feet



Rezoning Request
Hwy. 187, Burns Bridge Rd., & William Walker Rd.
R-20 to PD





5/22/20

5/22/20





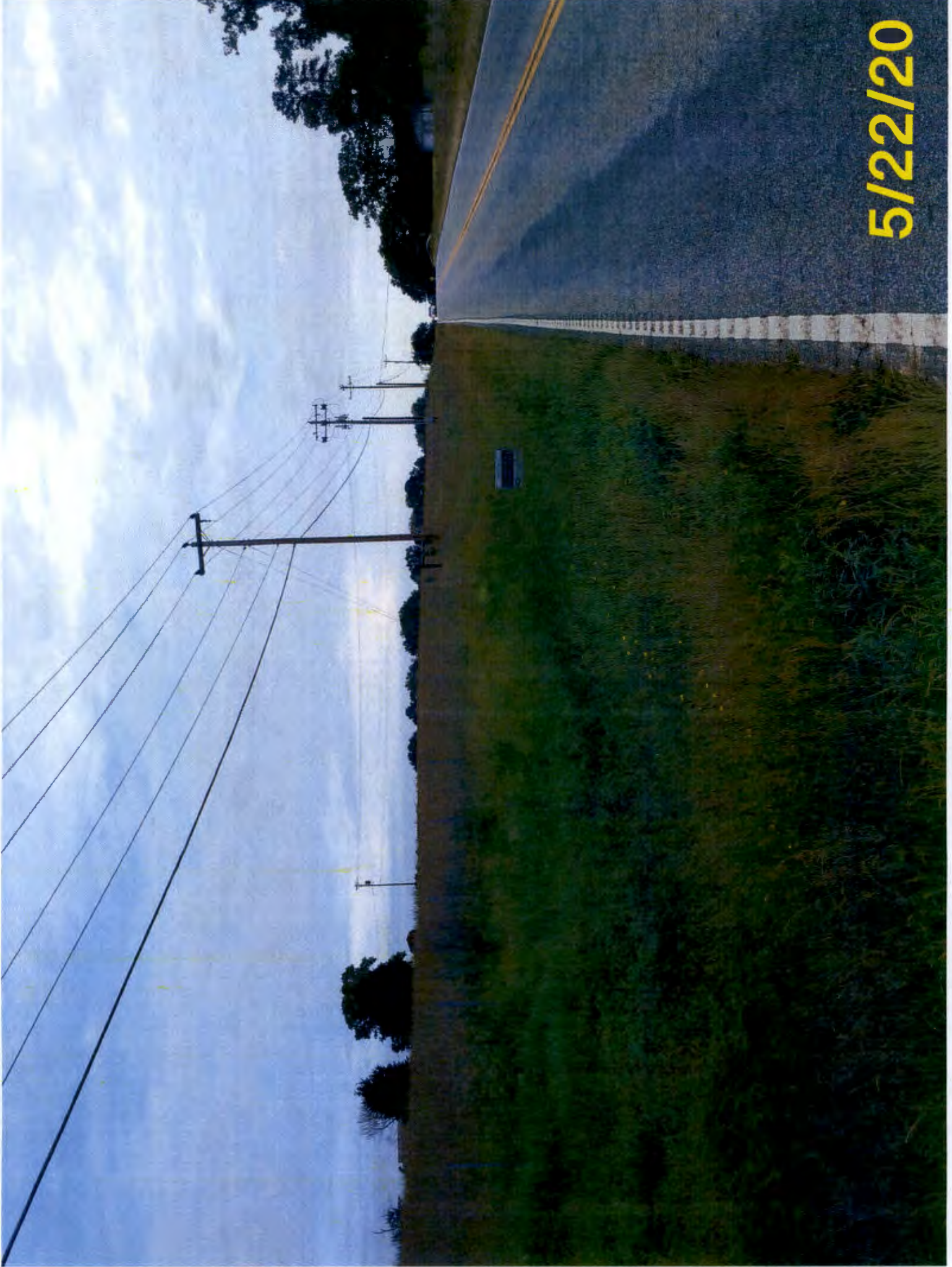
5/22/20



5/22/20

5/22/20





5/22/20



ANDERS IN COUNTY
PLANNING & COMMUNITY DEVELOPMENT
REZONING PUBLIC HEARING NOTICE
864-260-4720

5/22/20



REZONING PUBLIC HEARING NOTICE
864-200-4720

5/22/20



5/22/20



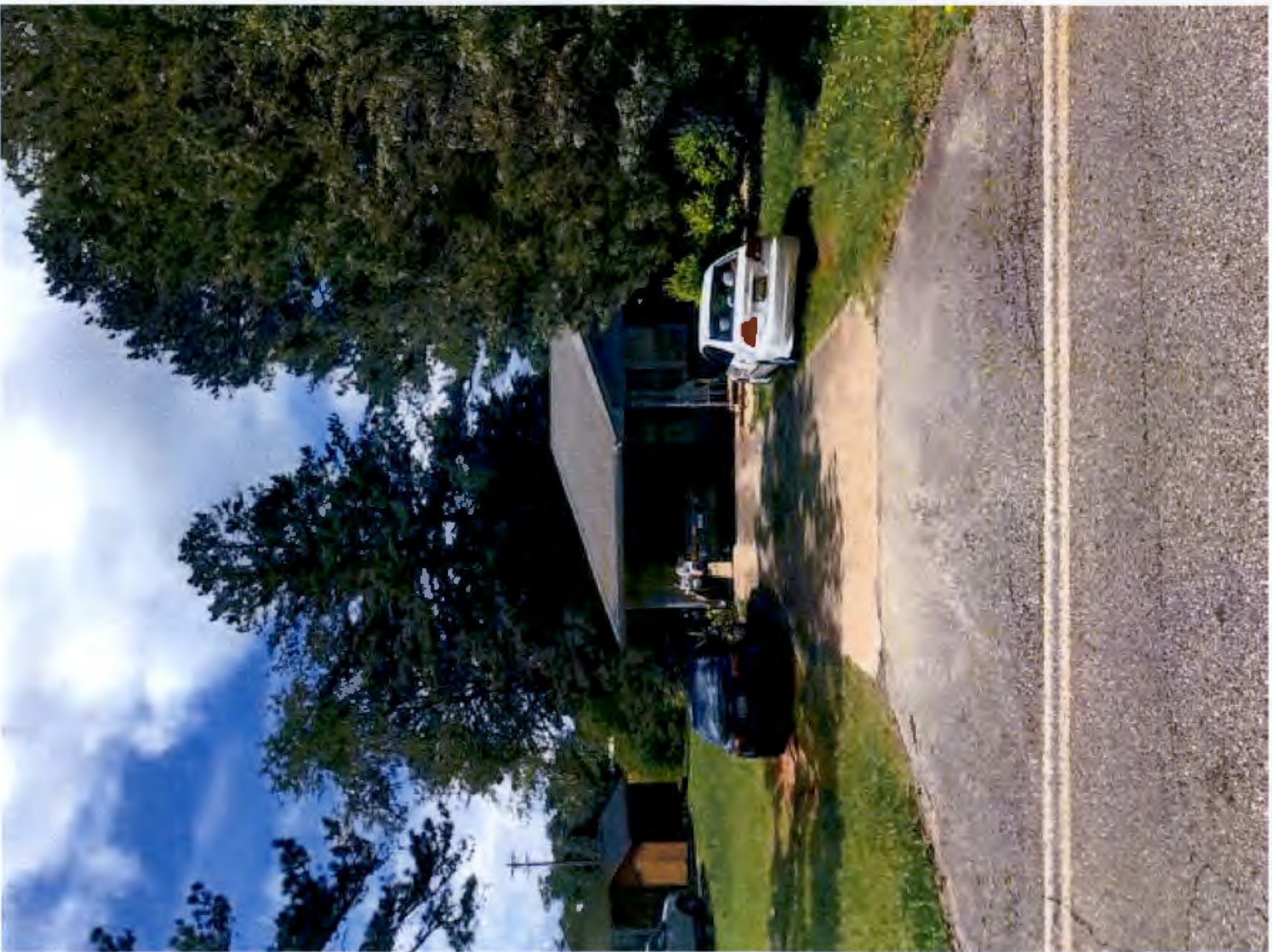
5/22/20



ANDERSON COUNTY
PLANNING & COMMUNITY DEVELOPMENT

**REZONING PUBLIC
HEARING NOTICE**

864-260-4792





5/22/20







5/22/20



5/22/20

PLANNING DEPARTMENT
ZONING PUBLIC
HEARING NOTICE
864-260-4720

5/22/20



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: May 29, 2020

TO: Matt Hogan
Roads & Bridges Manager

FROM: Bill Rutledge
Assistant Principal Engineer

Cc: Bee Baker
Principal Engineer

SUBJECT: Cornerstone Planned Development
William Walker Road Reclassification

The proposed Cornerstone Planned Development is adjacent to William Walker Road C-04-0043. Currently, this road is classified as a minor local road with one access point that limits the maximum average daily trips (ADT) to 500 per day. If the proposed William Walker Site Access #1 road is constructed, then the segment from there to SC Highway 187 will become a minor local road with two access points with a maximum ADT of 1,000. The development is estimated to add 874 trips per day to the road for a total ADT of 986. Based on the estimated ADT, current condition rating (58), width (17'), and pavement structure (AC), I would recommend this segment be upgraded to the current Anderson County Commercial Road Standards. Auxiliary left and right turn lanes for the eastbound movements should be constructed since the traffic impact study estimates the level of service (LOS) to decline from LOS B to LOS C.

The recommended upgrades to William Walker Road will consist of 66' Right of Way, 6" Stone Base Course, 2.5" Asphalt Binder Course, 2" Surface Course, and curb and gutter. The two lane section should be 24' wide and the three lane section for the auxiliary lanes near the intersection of Highway 187 would be 36' wide. The developer shall be responsible for all costs to upgrade William Walker Road including engineered plans, permits, right of ways, construction, and utility relocations.

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

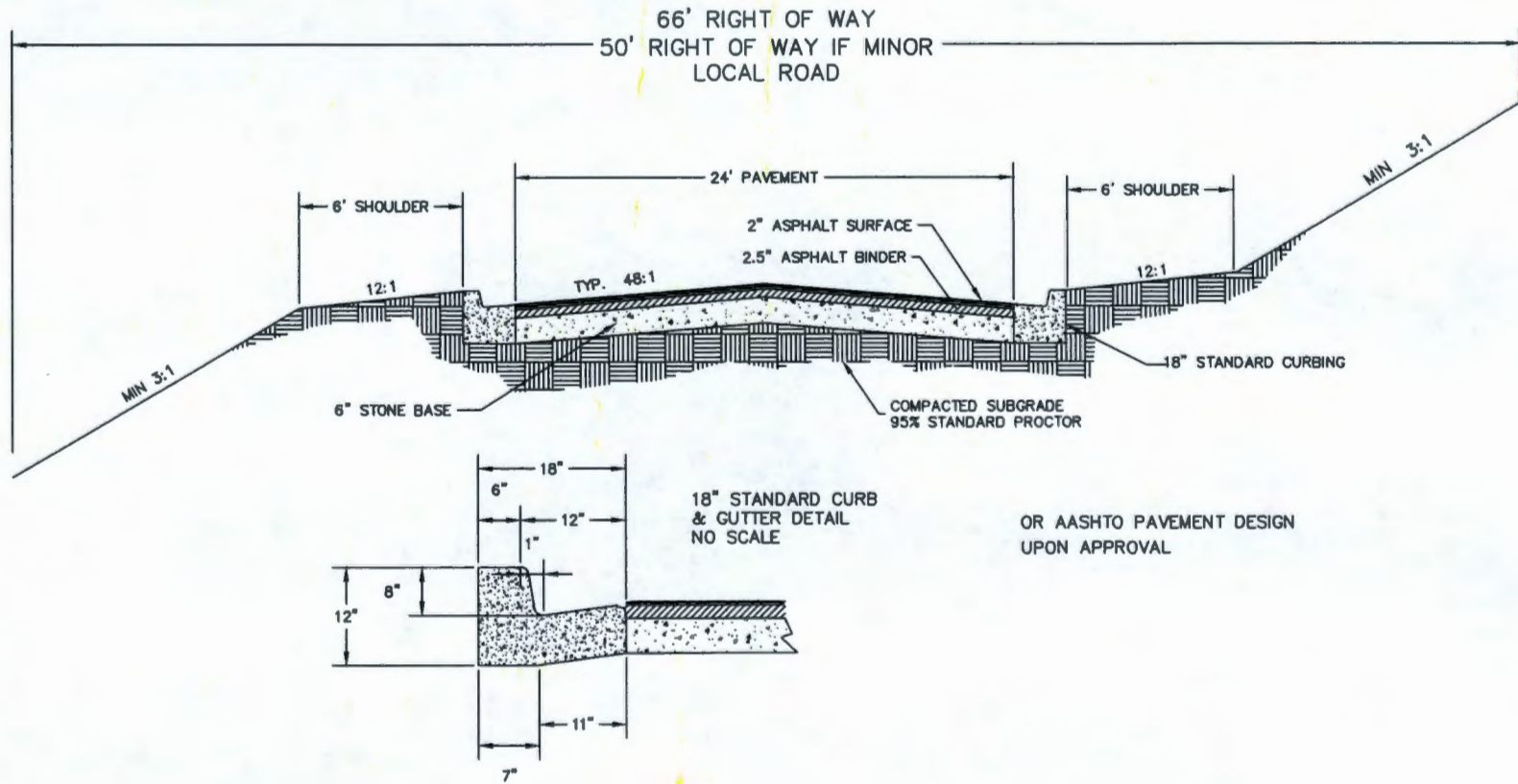
Gracie Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

MINIMUM ROAD IMPROVEMENTS COMMERCIAL STANDARD I



DAVIS & FLOYD

SINCE 1954

**Statement of Intent
for
Cornerstone Planned Development
A Mixed-Use Community**

**Highway 187, Fants Grove Road &
Burns Bridge Road
Anderson County, South Carolina**

**Prepared For
Spano & Associates, Inc.
1540 International Parkway, Suite 2000
Lake Mary, FL 32746**

April 9, 2020

164 Milestone Way, Suite 200, Greenville, SC 29615

☎: (864) 527-9800 ☎: (864) 527-9801

WWW.DAVISFLOYD.COM

**Statement of Intent
Cornerstone Planned Development**

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APPENDIX C - COLOR CONCEPTUAL PLAN	
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**CORNERSTONE PLANNED DEVELOPMENT
A MIXED-USE COMMUNITY**

**STATEMENT OF INTENT
HIGHWAY 187, FANTS GROVE ROAD AND BURNS BRIDGE ROAD
ANDERSON COUNTY, SOUTH CAROLINA**

APRIL 9, 2020

I. PURPOSE

The purpose of this Statement of Intent is to provide the information required per the Anderson County Zoning Ordinance and establish standards to guide the development of the Cornerstone Planned Development. The property is currently zoned R-20 and is proposed to be rezoned as a Planned Development District (PD) to allow for a mixed-use development. This Statement of Intent will specify the development standards including permitted land uses, restrictions, rules, densities, and amenities to be provided. It is expected that the development plan will evolve and change to meet specific market demands over the next three to six years. The Planned Development district will provide flexibility for the plan to make adjustments as needed to meet market demands, but also provide specific requirements to ensure the project maintains compatibility with the surrounding community.

A Preliminary Development Plan is provided as Appendix A with this application and is referenced throughout this Statement of Intent. A traffic study has been completed for the project and is provided as Appendix B.

A color conceptual plan to demonstrate one possible development plan is provided as Appendix C. This plan is not intended to be the final development plan and provided as a general guide of the concepts described in this Statement of Intent.

II. PROJECT AREA

The **Cornerstone** Planned Development is located in Anderson County along Highway 187, Fants Grove Road, Burns Bridge Road and William Walker Road. The property is across Fants Grove Road from the Clemson Research Park. The development consists of approximately 142 acres and includes the following parcels:

TMS #	Acreage
430001006	83.43
430001020	3.53
430001007	5.00
430011021	49.87

III. ZONING ORDINANCE PLANNED DEVELOPMENT CRITERIA

Homeowners Association

The common areas, amenities and open spaces will be owned and maintained by a Homeowners Association. There will also be an architectural review committee established to ensure the quality and consistency of the overall development.

Proposed Development Schedule

The project is expected to be constructed in multiple phases of generally 60-100 units per phase. A total of 5 to 7 years is anticipated for full project build out. It is anticipated at this time it will generally follow the schedule below, however, this is subject to change based upon market demand.

Initial phase of development is anticipated to include the property to the east of Highway 187, identified as Zone 1 (single-family detached lots). This property is anticipated to be developed in two phases over a 24 to 36-month period.

Once Zone 1 nears completion of buildout, the property to the west of Highway 187 will begin development. Development will start on this portion of property with development in Zone 2 (single-family detached) and partial development of Zone 4 (commercial). It is anticipated it will take an additional 24 to 48 months for development of Zone 2.

As Zone 2 continues to build out, Zone 3 will begin to be developed, if it is determined there is demand for single-family attached (townhomes) in the area. If it is determined there is limited demand, then Zone 3 may be modified to single-family detached homes.

At this time, Zone 5 is anticipated to be the last section to be developed.

It is anticipated that Zone 4 will be developed slowly over the course of the project, with primary demand coming for property in Zone 4 as the residential areas are completed and residents within the development create a higher demand for local commercial and office uses.

Public Improvements

The project will include the following public improvements:

- Construction of public roads within the development,
- Widening of Highway 187 to three lanes and turn lanes as identified in the traffic study,
- Reserving right-of-way at intersections for future signalization as identified in the traffic study,
- Improvement of William Walker Road as identified in the traffic study,
- Extension of public water mains to serve the development,

- Extension of public sewer mains and construction of two sewer pump stations (one on each side of Highway 187) to tie into the proposed sewer force main along Highway 187.
- Extension of electric, gas, phone and cable services as needed to serve the project.

Improvements will be constructed as needed for completion of each phase of development. Widening and turn lanes on Highway 187 will be completed prior to recording the final plat for more than 100 lots, subject to SCDOT approval.

Impact on Public Facilities

Public facilities that will serve this project include:

- Sandy Springs Water District
- Anderson County Wastewater
- AT&T
- Duke Energy
- Fort Hill Natural Gas
- Fire Department

Confirmation of service availability for each of these is attached in Appendix D.

Landscaping, Screening and Buffering

This project is located in a unique location in that it fronts on a primary corridor between Pendleton/Highway 76 and Interstate 85. It is adjacent to the Clemson Research Park which contains several industrial uses but is also in a relatively rural area of Anderson County that is being considered as a future growth corridor. Anderson County wastewater has a planned sewer expansion along Highway 187 that will enable more growth in this area. Therefore, we recognize the challenge of developing a project with greater density to minimize the amount of land utilized to provide housing to meet the demands of business and industry, while maintaining the general character of the community. In order to provide reasonable screening and buffering, the following landscaping and buffering will be provided.

The single-family detached lots (Zones 1, 2 & 5) have a density similar to a zoning classification of R-8, therefore, no buffer would be required between these areas and adjoining R-20 zoned property. However, in recognizing the possible concerns of area residents and surrounding property owners, the development will provide a minimum of a Type 1 Bufferyard as defined in the Bufferyard Requirements attached in Appendix E where Zones 1, 2 or 5 adjoin any residential zoned property.

Zone 3 does not adjoin any residential properties outside of the development. A minimum of a Type 2 Bufferyard will be provided between Zone 3 and Zone 4.

Zone 4 adjoins residential zoned property across William Walker Road. A minimum Type 3 bufferyard will be provided between Zone 4 and William Walker Road except for new road or driveway connections

to William Walker Road or to allow adequate sight distance at the intersection of William Walker Road and Highway 187.

Landscaping will be provided along public road frontages as follows:

Where Zone 1 adjoins Highway 187 and Zones 2 and 4 adjoin William Walker Road and Fants Grove Road, a minimum of a Type 2 buffer will be provided.

Where Zones 3 and 4 adjoin Highway 187 and Fants Grove Road, street screening will be provided as identified in Commercial Landscaping Standards in Appendix E. Parking lot landscaping will be required in Zone 4 per the Commercial Landscaping Standards.

Stormwater management areas may include wet or dry ponds. Wet ponds will be designed to be part of the amenity areas and will be landscaped, but not screened or fenced. Dry ponds will include landscape screening similar to a Type 1 buffer yard and a minimum of a 4' fence, however, trees are not permitted to be planted on the dam of the pond.

IV. DEVELOPMENT STANDARDS

Cornerstone Planned Development is a mixed-use development, comprised of single-family detached, single-family attached and commercial/non-residential uses. Architectural standards will be established for the development and will include an architectural committee to approve site plans and building plans for all development to ensure it is developed in a consistent manner.

It is proposed to provide one and two-story dwelling units in a traditional neighborhood development setting. The development will contain a maximum of 435 residential lots/units and up to 20 acres of commercial/non-residential uses. Amenities will include open space, multiple parks, a playground, a pool and cabana, a dog park, community garden, and walking trails. The property will be developed with a focus on providing affordable work-force housing to support the needs of surrounding industry and businesses and neighborhood commercial uses to support the residents and businesses in the immediate vicinity.

The architectural concept is to provide homes that are compatible with the traditional homes in the surrounding neighborhoods. Bufferyards will be provided around the perimeter of the property wherever adjacent to existing homes or residential development to provide screening and aid in maintaining the existing character of the community. Buffering/screening will also be provided internally between residential and non-residential uses.

An architectural committee will be formed to review proposed development plans and ensure harmony, consistency and quality of the overall development.

The project is identified by several different Zones, which will be used to establish permitted uses within each area of the project. All references to Anderson County Zoning Ordinance refer to the Ordinance in effect at time of the Planned Development approval. The Zones are shown on the attached Preliminary Development Plan and are further described as follows:

Zone 1

Zone 1 includes approximately 50 acres on the east side of Highway 187 with access on Burns Bridge Road.

Density:	3.0 units/acre - Maximum of 150 single-family lots
Minimum lot size:	6000 square feet
Minimum lot width:	50 feet
Front setback:	20 feet
Side setback:	5 feet
Rear setback	20 feet
Parking	Per Anderson County Zoning Ordinance Section 6:9
Open Space	A minimum of 10% of the zone will be maintained as Open Space, Common area and/or Buffers

The development will include several small pocket parks, sidewalks on one side of public roads, walking trails and stormwater management areas.

Zone 2

Zone 2 includes approximately 52.5 acres on the west side of Highway 187 with access on Fants Grove Road and William Walker Road.

Density:	3.0 units/acre - Maximum of 157 single-family lots
Minimum lot size:	6000 square feet
Minimum lot width:	50 feet
Front setback:	20 feet
Side setback:	5 feet
Rear setback	20 feet
Parking	Per Anderson County Zoning Ordinance Section 6:9
Open Space	A minimum of 10% of the zone will be maintained as Open Space, Common area, Parks and/or Buffers

This zone will include several small pocket parks, sidewalks on one side of public roads, walking trails, stormwater management areas and shared amenity area with Zone 3.

Zone 3

Zone 3 includes up to 15 acres on the west side of Highway 187 with access on Fants Grove Road and William Walker Road.

Density:	8.0 units/acre - Maximum of 120 single-family attached units
Minimum lot size:	6000 square feet for single-family detached lots, none for single-family attached units
Minimum lot width:	50 feet for single-family detached lots, 22' for single-family attached units
Front setback:	20 feet, may be reduced to 8' for rear loaded garages or no garage units
Side setback:	none required, minimum 5' if provided
Rear setback	10 feet
Parking	Per Anderson County Zoning Ordinance Section 6:9
Open Space	A minimum of 10% of the zone will be maintained as Open Space, Common area, Parks and/or Buffers

This zone will include pocket park, walking trails, sidewalks and shared amenity area with Zone 2. Stormwater management of this area may be provided in Zone 2.

Zone 4

Zone 4 includes up to 20 acres of commercial and/or non-residential uses. This zone is intended to allow for neighborhood commercial, office and/or continuing care retirement center that would be compatible with and support the local community.

Permitted Uses:	All uses within the O-D Office District, C-1N Neighborhood Commercial District and C-1R Rural Commercial District of the Anderson County zoning ordinance. Uses subject to Use by Special Exception within these districts shall also be allowed subject to approval of the special exception by the Board of Zoning appeals.
Structures:	One or more principal structures may be permitted on a single lot
Height Limitation:	No structure shall exceed a height of 45 feet except as provided in Section 6.7 of the Anderson County Zoning Ordinance.
Building Size:	No single building shall exceed 20,000 square feet. A maximum of 150,000 square feet of commercial/non-residential building is allowable.

	Maximum building lot coverage area on any lot shall not exceed 40% of the lot area. A minimum of 15% of all lots shall be open space or landscaping.
Building Materials	Commercial buildings shall be glass, brick, stone or other approved masonry siding or block construction with limited metal or siding as accents or trim.
Minimum lot size:	30,000 square feet for commercial or non-residential uses
Minimum lot width:	150 feet for commercial or non-residential uses.
Front setback:	30 feet from existing public roads, except commercial gasoline islands which shall be set back from all street rights-of-way not less than 15 feet
Side setback:	None is required, except on corner lots and lots adjacent to any residential district, in which case all commercial buildings and structures shall be set back not less than 15 feet from property lines. When a side yard is provided it shall be not less than five feet in width
Rear setback	10 feet
Parking & Loading	Per Anderson County Zoning Ordinance Section 6:9 and 6:10
Screening	A minimum 6' tall fence, hedge, berm, evergreen foliage or combination thereof shall be provided along the side and rear lot lines where any commercial use is adjacent to a residential district.

Stormwater management of this area may be provided in Zone 2.

Zone 5

Zone 5 includes approximately 4.5 acres on the west side of Highway 187 with access on William Walker Road.

Density:	4.5 units/acre - Maximum of 19 single-family lots
Minimum lot size:	6000 square feet
Minimum lot width:	50 feet
Front setback:	20 feet
Side setback:	5 feet
Rear setback	20 feet
Parking	Per Anderson County Zoning Ordinance Section 6:9

This zone will have sidewalks on one side of public roads and access to the walking trails and shared amenity areas with Zone 2 and 3. Stormwater management of this area may be provided in Zone 2.

General Development Standards (Zones 1, 2, 3 & 5)

Dwelling Quality and Size:

All single-family detached homes shall be minimum of three bedroom, two bath units. Single-family attached homes shall be a minimum of two-bedrooms, two bath units. A mix of single story, 1 ½ story, and two-story homes shall be constructed. A mix of gabled and hipped roof forms is desirable. No homes above two stories shall be permitted, excepting that homes may have habitable attic space and homes may be constructed with a usable basement space. Homes shall be a minimum of 1,200 square feet of heated area.

Lot Sizes and Density of Development: The maximum gross density of Zones 1, 2, 3 and 5 is a total of 435 units for the overall development.

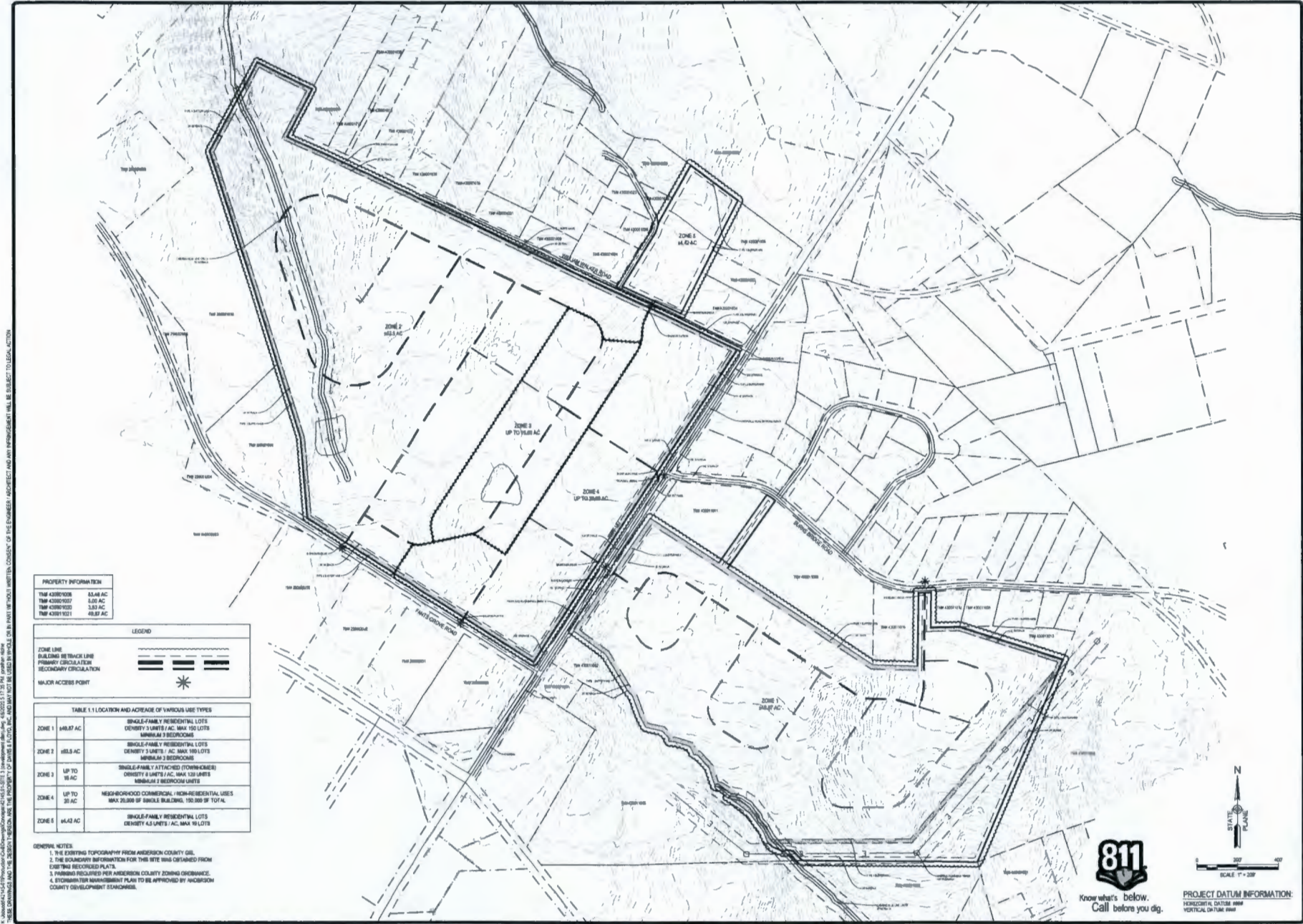
Residential Construction and Maintenance: All residential units shall be conventional frame or masonry structures. No mobile homes, trailers, campers or tents shall be permitted as permanent dwellings. All residences shall be properly maintained by the owners.

Cluster Mailboxes: The development will have several cluster mailbox locations throughout the project. These will be located to provide safe and secure access to residents and convenience to the USPS. Locations will be confirmed with USPS during the final design of each phase of the project.

Buffer and Screening Provisions: The development is designed to be compatible with the existing neighborhood community. Streets and homes will be landscaped, including street trees, sodded front yards and shrubbery around houses. Buffering and screening will be provided as shown on the Preliminary Development Plan and described in Appendix E.

Appendix A

Preliminary Development Plan



PROPERTY INFORMATION

TWP 43R07008	43.48 AC
TWP 43R07007	3.00 AC
TWP 43R07002	3.83 AC
TWP 43R11021	49.87 AC

LEGEND

ZONE LINE	---
BUILDING OR TRACK LINE	----
PRIMARY CIRCULATION	====
SECONDARY CIRCULATION	----
MAJOR ACCESS POINT	★

TABLE 1.1 LOCATION AND ACREAGE OF VARIOUS USE TYPES

ZONE	ACREAGE	USE TYPE
ZONE 1	44.24 AC	SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 3 UNITS / AC, MAX 150 LOTS MINIMUM 2 BEDROOMS
ZONE 2	15.84 AC	SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 3 UNITS / AC, MAX 150 LOTS MINIMUM 2 BEDROOMS
ZONE 3	UP TO 18 AC	SINGLE-FAMILY ATTACHED (TOWNHOMES) DENSITY 4 UNITS / AC, MAX 120 UNITS MINIMUM 2 BEDROOMS
ZONE 4	UP TO 20 AC	HIGH-HIGHWOOD COMMERCIAL / HIGH-RESIDENTIAL USES MAX 20,000 SF SINGLE BUILDING, 150,000 SF TOTAL
ZONE 5	48.5 AC	SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 4.5 UNITS / AC, MAX 19 LOTS

GENERAL NOTES

1. THE EXISTING TOPOGRAPHY FROM ANDERSON COUNTY GIS.
2. THE BOUNDARY INFORMATION FOR THIS SITE WAS OBTAINED FROM EXISTING RECORDED PLATS.
3. PERMITS REQUIRED PER ANDERSON COUNTY ZONING ORDINANCE.
4. SUBMITTANT RESPONSIBILITY TO BE APPROVED BY ANDERSON COUNTY DEVELOPMENT STANDARDS.



Know what's below.
Call before you dig.



PROJECT DATUM INFORMATION:
 HORIZONTAL DATUM: NAD 83
 VERTICAL DATUM: NAVD 83

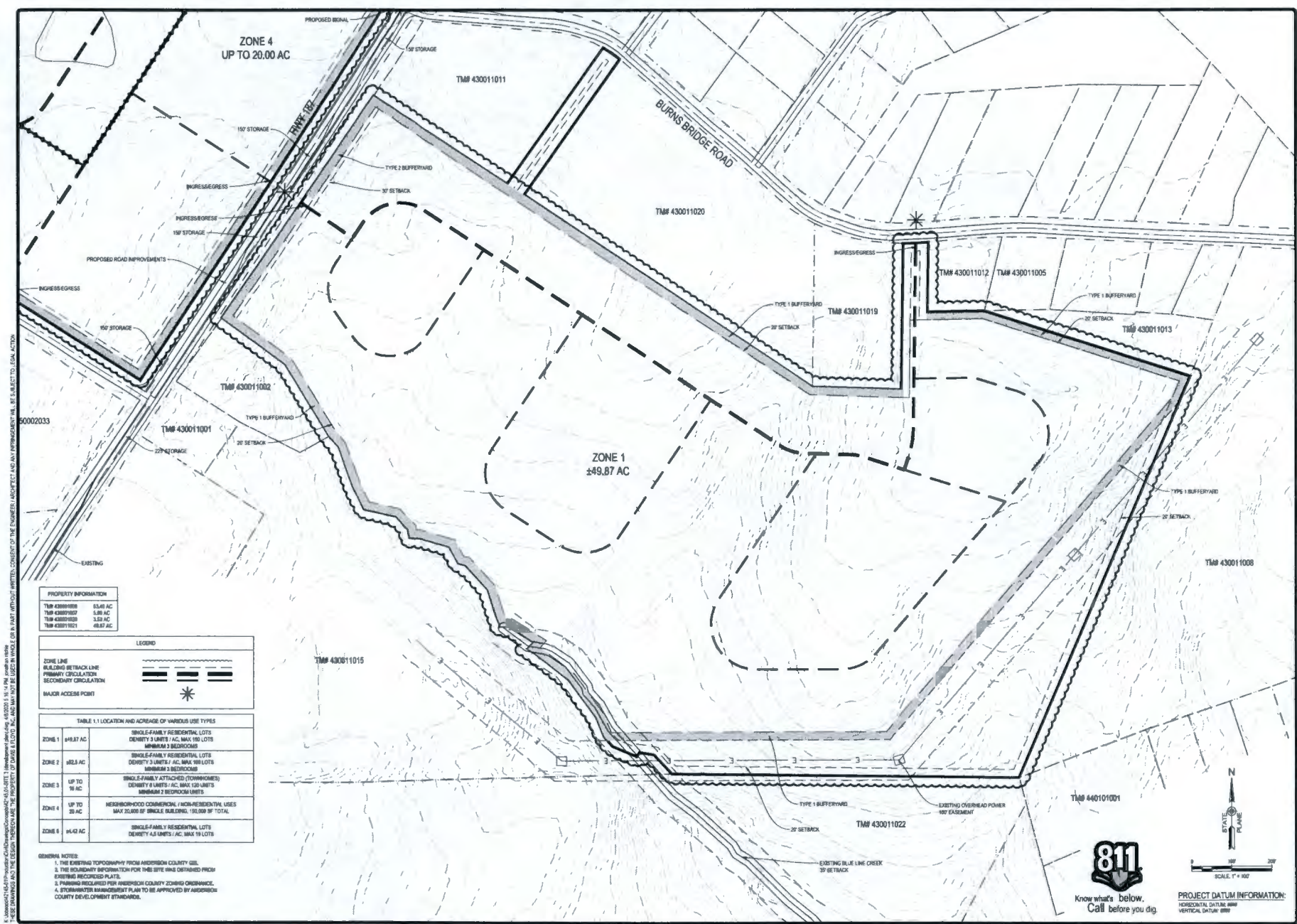
NOT FOR CONSTRUCTION

DAVIS & FLOYD
 1118 11th
 www.davisfloyd.com
 104 N. LESTER WAY, SUITE 200
 CHARLOTTE, NC 28205
 704.375.0000

SPANIO & ASSOCIATES, INC.
 INTERNATIONAL PARKWAY, SUITE 200, LAKE WARE, FLORIDA 32746
 407.875.1111
 Cornerstone Planned Development
 HWY 187

PRELIMINARY DEVELOPMENT PLAN

NO.	DATE	DESCRIPTION
1	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
2	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
3	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
4	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
5	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
6	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
7	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
8	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
9	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
10	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
11	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
12	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
13	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
14	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
15	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
16	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
17	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
18	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
19	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
20	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
21	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
22	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
23	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
24	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
25	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
26	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
27	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
28	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
29	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
30	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
31	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
32	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
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35	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
36	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
37	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
38	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
39	11/15/2011	PRELIMINARY DEVELOPMENT PLAN
40	11/15/2011	PRELIMINARY DEVELOPMENT PLAN



PROPERTY INFORMATION

TMB 43001018	0.46 AC
TMB 43001017	0.59 AC
TMB 43001016	3.53 AC
TMB 43001015	49.87 AC

LEGEND

ZONE LINE	---
BUILDING SETBACK LINE	---
PRIMARY CIRCULATION	---
SECONDARY CIRCULATION	---
MAJOR ACCESS POINT	✱

TABLE 1: LOCATION AND ACREAGE OF VARIOUS USE TYPES

ZONE	ACREAGE	USE TYPE
ZONE 1	49.87 AC	SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 3 UNITS / AC; MAX 180 LOTS MINIMUM 3 BEDROOMS
ZONE 2	48.3 AC	SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 3 UNITS / AC; MAX 180 LOTS MINIMUM 3 BEDROOMS
ZONE 3	UP TO 10 AC	SINGLE-FAMILY ATTACHED (TOWNHOMES) DENSITY 3 UNITS / AC; MAX 30 UNITS MINIMUM 2 BEDROOM UNITS
ZONE 4	UP TO 20 AC	NEIGHBORHOOD COMMERCIAL / NON-RESIDENTIAL USES MAX 2000 SF SINGLE BUILDING / 150,000 SF TOTAL
ZONE 6	4.42 AC	SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 4.5 UNITS / AC; MAX 19 LOTS

GENERAL NOTES:

1. THE EXISTING TOPOGRAPHY FROM ANDERSON COUNTY GIS.
2. THE BOUNDARY INFORMATION FOR THIS SITE WAS OBTAINED FROM RECORDED RECORDS PLATS.
3. PLANNING REQUIRED FOR ANDERSON COUNTY ZONING ORDINANCE.
4. STORMWATER MANAGEMENT PLAN TO BE APPROVED BY ANDERSON COUNTY DEVELOPMENT STANDARDS.

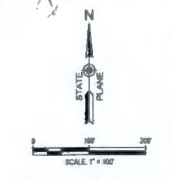
NOT FOR CONSTRUCTION

DAVIS & FLOYD
 SINCE 1914
 1000 W. MAIN ST. SUITE 100
 GREENVILLE, SC 29615
 864.232.0800

SPANO & ASSOCIATES, INC.
 145 INTERNATIONAL HIGHWAY, SUITE 200 LAWYERS FLOORS, LLC
 GREENVILLE, SC 29615
 864.232.0800
 Cornerstone Planned Development
 HWY 187

PRELIMINARY DEVELOPMENT PLAN
 (LOWER SITE)

NO.	DATE	BY	DESCRIPTION
1	12/15/2023	J. SPANO	PRELIMINARY DEVELOPMENT PLAN
2	12/15/2023	J. SPANO	REVISIONS
3	12/15/2023	J. SPANO	REVISIONS
4	12/15/2023	J. SPANO	REVISIONS
5	12/15/2023	J. SPANO	REVISIONS
6	12/15/2023	J. SPANO	REVISIONS
7	12/15/2023	J. SPANO	REVISIONS
8	12/15/2023	J. SPANO	REVISIONS
9	12/15/2023	J. SPANO	REVISIONS
10	12/15/2023	J. SPANO	REVISIONS
11	12/15/2023	J. SPANO	REVISIONS
12	12/15/2023	J. SPANO	REVISIONS
13	12/15/2023	J. SPANO	REVISIONS
14	12/15/2023	J. SPANO	REVISIONS
15	12/15/2023	J. SPANO	REVISIONS
16	12/15/2023	J. SPANO	REVISIONS
17	12/15/2023	J. SPANO	REVISIONS
18	12/15/2023	J. SPANO	REVISIONS
19	12/15/2023	J. SPANO	REVISIONS
20	12/15/2023	J. SPANO	REVISIONS
21	12/15/2023	J. SPANO	REVISIONS
22	12/15/2023	J. SPANO	REVISIONS
23	12/15/2023	J. SPANO	REVISIONS
24	12/15/2023	J. SPANO	REVISIONS
25	12/15/2023	J. SPANO	REVISIONS
26	12/15/2023	J. SPANO	REVISIONS
27	12/15/2023	J. SPANO	REVISIONS
28	12/15/2023	J. SPANO	REVISIONS
29	12/15/2023	J. SPANO	REVISIONS
30	12/15/2023	J. SPANO	REVISIONS



PROJECT DATUM INFORMATION:
 HORIZONTAL DATUM: 8809
 VERTICAL DATUM: 8809

1. THESE CHANGES TO THE DESIGN PRESENTED ARE THE PROPERTY OF SPANO & ASSOCIATES, INC. AND MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. ARCHITECT AND ANY INSTRUMENTAL SET SHALL BE SUBJECT TO LEGAL ACTION.

PROPERTY INFORMATION	
TWP 43001018	83.46 AC
TWP 43001017	5.90 AC
TWP 43001016	3.53 AC
TWP 43001015	48.87 AC

LEGEND	
ZONE LINE	-----
BUILDING SETBACK LINE	-----
PRIMARY CIRCULATION	=====
SECONDARY CIRCULATION	=====
MAJOR ACCESS POINT	★

TABLE 1.1 LOCATION AND ACREAGE OF VARIOUS USE TYPES	
ZONE 1	48.87 AC SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 3 UNITS / AC, MAX 150 LOTS MINIMUM 3 BEDROOM
ZONE 2	352.5 AC SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 3 UNITS / AC, MAX 100 LOTS MINIMUM 3 BEDROOM
ZONE 3	UP TO 15 AC SINGLE-FAMILY ATTACHED (TOWNHOMES) DENSITY 8 UNITS / AC, MAX 120 UNITS MINIMUM 2 BEDROOM UNITS
ZONE 4	UP TO 20 AC NEIGHBORHOOD COMMERCIAL / LOW-DENSITY RESIDENTIAL USES MAX 30,000 SF OF SINGLE BUILDING, 150,000 SF TOTAL
ZONE 5	66.42 AC SINGLE-FAMILY RESIDENTIAL LOTS DENSITY 4.8 UNITS / AC, MAX 18 LOTS

GENERAL NOTES:
 1. THE EXISTING TOPOGRAPHY FROM ANDERSON COUNTY GIS.
 2. THE BOUNDARY INFORMATION FOR THIS SITE WAS OBTAINED FROM EXISTING RECORDED PLATS.
 3. PERMITS REQUIRED FOR ANDERSON COUNTY ZONING ORDINANCE.
 4. STORMWATER MANAGEMENT PLAN TO BE APPROVED BY ANDERSON COUNTY DEVELOPMENT STANDARDS.



Know what's below.
 Call before you dig.



PROJECT DATUM INFORMATION:
 HORIZONTAL DATUM: 8888
 VERTICAL DATUM: 8888

NOT FOR CONSTRUCTION

DAVIS & FLOYD
 ENGINEERS
 100 W. MAIN ST. SUITE 100
 GREENWALD, SC 29615
 803.422.0888

SPANO & ASSOCIATES, INC.
 1550 INTERNATIONAL AVENUE, SUITE 200, LAWRENCE, GEORGIA 30244
 PRELIMINARY DEVELOPMENT PLAN
 (UPPER SITE)
 187

PRELIMINARY DEVELOPMENT PLAN
 (UPPER SITE)

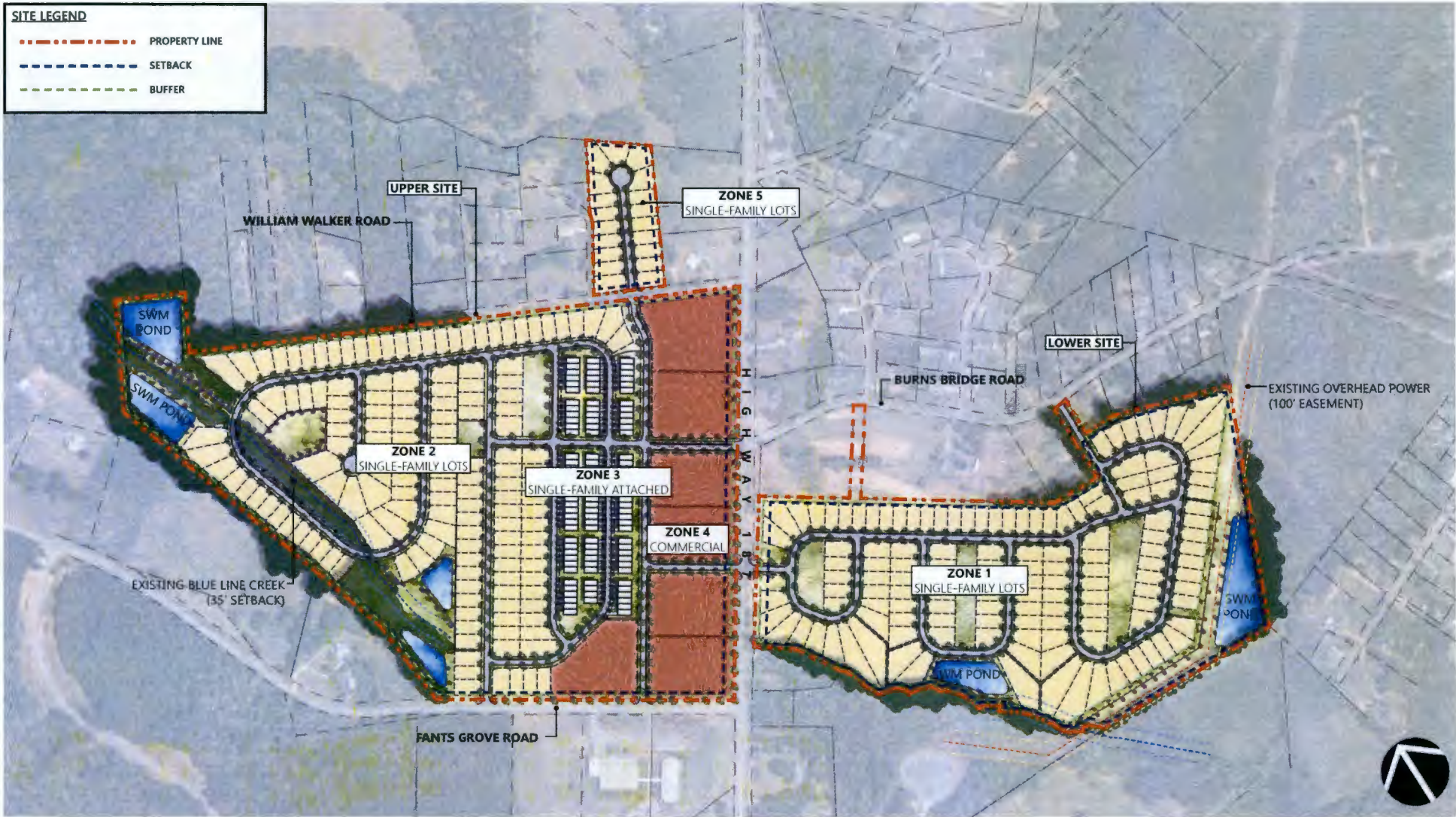
NO.	DATE	DESCRIPTION
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2	11/11/2023	ISSUED FOR PERMITTING
3	11/11/2023	ISSUED FOR PERMITTING
4	11/11/2023	ISSUED FOR PERMITTING
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98	11/11/2023	ISSUED FOR PERMITTING
99	11/11/2023	ISSUED FOR PERMITTING
100	11/11/2023	ISSUED FOR PERMITTING

Appendix C

Color Conceptual Plan

SITE LEGEND

- - - - - PROPERTY LINE
- - - - - SETBACK
- - - - - BUFFER



CORNERSTONE PLANNED DEVELOPMENT - OVERALL SITE PLAN

ANDERSON, SOUTH CAROLINA
 APRIL 9, 2020



DAVIS & FLOYD
 SINCE 1954

SITE LEGEND

- PROPERTY LINE
- SETBACK
- BUFFER

SITE DEVELOPMENT DATA
TMS #: 430001020, 430001006, 430004007

ZONING:
R-20 (EXISTING)
PD (PROPOSED)

TOTAL ACREAGE: +/- 88.02 AC

FRONT SETBACK:
20' (INTERNAL ROADS)
30' (EXISTING ROADS)

SIDE SETBACK:
5' (ZONES 1, 2, & 5)
NONE (ZONES 3 & 4)

REAR SETBACK:
20' (ZONES 1, 2, & 5)
10' (ZONES 3 & 4)

TOTAL PROPOSED LOTS: 176 TOTAL LOTS

AVERAGE LOT SIZE: 60' X 120'

TOTAL PROPOSED TOWNHOMES: 120 TOTALS

TYPICAL TOWNHOME SIZE: 26' X 60'

TOTAL PROPOSED OUTPARCELS: 7



CORNERSTONE PLANNED DEVELOPMENT - UPPER SITE ENLARGEMENT

ANDERSON, SOUTH CAROLINA
APRIL 9, 2020

SITE LEGEND

- PROPERTY LINE
- SETBACK
- BUFFER

SITE DEVELOPMENT DATA

TMS #: 430011021

ZONING:
R-20 (EXISTING)
PD (PROPOSED)

TOTAL ACREAGE: +/- 49.87 AC

FRONT SETBACK: 30'

SIDE SETBACK: 5'

REAR SETBACK: 20'

TOTAL PROPOSED LOTS: 150 TOTAL LOTS

AVERAGE LOT SIZE: 60' X 120'



CORNERSTONE PLANNED DEVELOPMENT - LOWER SITE ENLARGEMENT

ANDERSON, SOUTH CAROLINA
APRIL 9, 2020

DAVIS & FLOYD
SINCE 1954

Appendix D

Utility Letters

Jamie,

I have spoken with the staff in Planning and at this time you will not be required to provide a letter for sewer collection for your request for Zoning. We have limited capacity in the WWTP that will serve this project and we are currently working with the other utilities to upgrade the WWTP for an potential increase of 1.5MGD. Hopefully this will allow you to proceed with your request for Zoning as we determine how best to meet your future request for allocation.

Sincerely,

Derrick Singleton
Anderson County Wastewater Manager
1500 Dalrymple Road
Anderson, SC 29626

PH# (864)260-4023
Fax# (864)261-6290

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<https://yourgov.cartegraph.com/>

Or Download YourGov App today!

[YourGOV for iPhone](#)
[YourGOV for Android](#)



Anderson County

K. Elise Harris

From: BLACK, LARRY <lb0014@att.com>
Sent: Monday, March 30, 2020 3:47 PM
To: K. Elise Harris
Subject: RE: 042145.01 Highway 187 Development - Availability Request

The site near the intersection of Hwy 187 and Burns Bridge Rd in Anderson, SC. Is served by AT&T.

Thanks,
Larry Black
MGR OSP PLNG & ENG DESIGN
Construction & Engineering-SE

AT&T
1003 Whitehall Rd, Anderson, SC 29625
P 864.222.9479 | lb0014@att.com

MOBILIZING YOUR WORLD

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From: RUBY, MICHAEL <mr205v@att.com>
Sent: Monday, March 30, 2020 3:20 PM
To: BLACK, LARRY <lb0014@att.com>
Cc: K. Elise Harris <eharris@davisfloyd.com>
Subject: FW: 042145.01 Highway 187 Development - Availability Request

Larry,

Please help Elise with her request about a new development in Anderson.

Michael Ruby
Manager OSP Plng and Eng Design
Upstate South Carolina

AT&T
471 Garlington Rd, Greenville, SC 29615
O: 864.239.5432 | C: 864.283.4674 | mr205v@att.com

MOBILIZING YOUR WORLD

From: K. Elise Harris [<mailto:eharris@davisfloyd.com>]
Sent: Monday, March 30, 2020 2:34 PM
To: RUBY, MICHAEL <mr205v@att.com>
Subject: 042145.01 Highway 187 Development - Availability Request

Michael,

Could you tell me if the following is located within AT&T's service area? The TMS #'s are 430001006, 430011021, 430001007, 43000102. The site is located on Highway 187 near the intersection of Hwy 187 and Burns Bridge Rd in Anderson, SC.

Thank you for your help,

DAVIS & FLOYD
SINCE 1854

K. Elise Harris

STAFF CIVIL ENGINEER

164 Milestone Way
Suite 200, Greenville, SC 29615-6623
O. (864) 527-9800 Ext. 4117 | F. (864) 527-9801
E. eharris@davisfloyd.com | www.davisfloyd.com

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6910 Hwy. 76
Pendleton, SC 29670
Phone: 864-646-7729

10 February 2020

K. Elise Harris

Davis & Floyd

164 Milestone Way, Suite 200

Greenville, SC 29615

RE: Sandy Springs Water District Availability Letter. Big Tex Ph. 1 – Hwy. 187

Anderson Co. TMS #43-00-11-021, 43-00-01-020, 43-00-01-006, 43-00-04-007

Dear K. Elise Harris,

Sandy Springs Water District is the potable water provider for this area along SC 187. We currently have existing water mains located on SC 187 and Burns Bridge Road. We do have the ability to provide potable water to these parcels of land.

Please understand that there may be offsite water main extensions that will be required in order to provide adequate potable water to this development. All costs associated with the water main installation will be at the expense of the owner/developer.

If you have any further questions regarding this development, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Brown".

Chris Brown

Operations Superintendent, Sandy Springs Water District.



April 6, 2020

Attn: K. Elise Harris
Davis and Floyd
164 Milestone Way Ste. 200
Greenville, SC 29615
eharris@davisfloyd.com

RE: Gas Available for Proposed Development along Hwy 187 (TMS: 430001006, 430011021, 430001007, and 43000102)

Dear Mrs. Harris:

Thank you for requesting information for natural gas availability for the proposed development along Hwy 187 at the intersection of Burns Bridge Rd and Fants Grove Rd in Anderson, SC. Fort Hill Natural Gas Authority is the natural gas supplier in northern Anderson County. Natural gas is readily available at the site via a 4" natural gas distribution main on Hwy 187. The existing gas main has sufficient volume and pressure to support the proposed development.

Fort Hill looks forward to the opportunity to welcome new business to Anderson County, South Carolina. Please contact me at 864-850-7120 (office) if I can be of any assistance.

Sincerely,

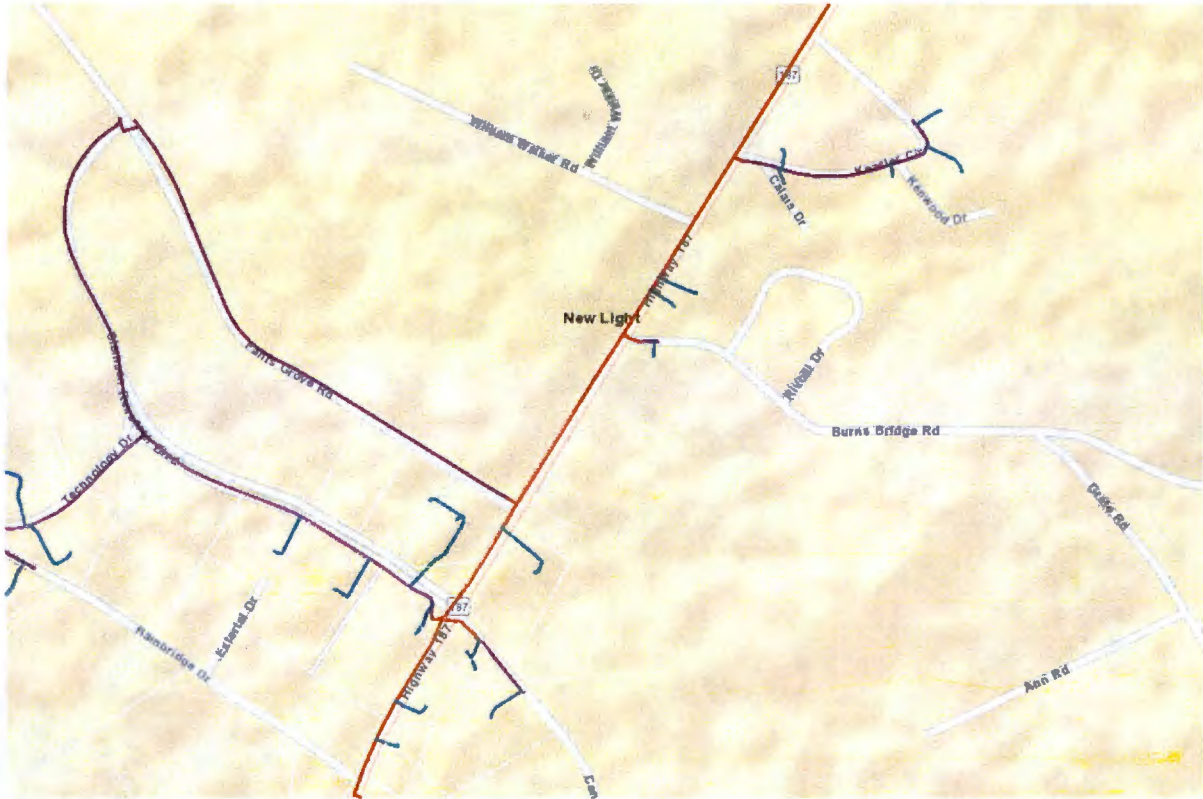
A handwritten signature in black ink that reads "Kayla B. Ward".

Kayla Ward

Business Development Assistant

311 South Pendleton Street
Easley, South Carolina 29640
Phone: (864) 859-6375
Fax: (864) 859-5532
Web Site: www.fhnga.com

Exhibit A



Red and purple lines represent natural gas distribution main lines.

K. Elise Harris

From: Duffie Cochran <dcochran@acfd.org>
Sent: Tuesday, April 7, 2020 2:22 PM
To: K. Elise Harris
Subject: Re: 042145.01 Cornerstone Development Highway 187

The access width looks good for both subdivisions.

On Tue, Apr 7, 2020 at 2:15 PM K. Elise Harris <eharris@davisfloyd.com> wrote:

Duffie,

Please see the mark-ups on the PDF attached.

Thanks,

From: Duffie Cochran <dcochran@acfd.org>
Sent: Tuesday, April 7, 2020 2:03 PM
To: K. Elise Harris <eharris@davisfloyd.com>
Subject: Re: 042145.01 Cornerstone Development Highway 187

The amount of fire line access points are sufficient for the proposed subdivision. I would like to know the length of the main drives on both sides of Highway 187 and the road widths.

On Tue, Apr 7, 2020 at 1:15 PM K. Elise Harris <eharris@davisfloyd.com> wrote:

Duffie,

Please see attached the preliminary layout for the mixed use development along Highway 187. Do not hesitate to let me know if you need any additional information.

Thanks,

DAVIS & FLOYD
SINCE 1954

K. Elise Harris

STAFF CIVIL ENGINEER

164 Milestone Way
Suite 200, Greenville, SC 29615-6623
O. (864) 527-9800 Ext. 4117 | F. (864) 527-9801
E. eharris@davisfloyd.com | www.davisfloyd.com

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--
Respectfully,

Duffie Cochran

CFM / NICET Certification # 151824

Fire Marshal

Anderson County Fire Department

210 McGee Road

Anderson S.C. 29625

(864)-332-5432

--
Respectfully,

Duffie Cochran

CFM / NICET Certification # 151824

Fire Marshal

Anderson County Fire Department

210 McGee Road

Anderson S.C. 29625

(864)-332-5432



Kandace Collins
1636 Pearman Dairy Rd
Anderson, S.C. 29625
O: 864-260-6052
C: 864-209-9417

April 8, 2020

K. Elise Harris
Staff Civil Engineer
164 Milestone Way
Suite 200, Greenville, SC 29615
O. (864) 527-9800 Ext. 4117

Subject: Letter of Electric Availability

Dear Ms. Harris:

This letter confirms that Duke Energy can provide electric service to the proposed site located near the intersection of Hwy 187 and Burns Bridge Rd in Anderson, S.C. (TMS 430011021, 430001020, 430001006, & 43000400), provided all necessary easements, permits and rights-of-way can be obtained. Please call Kandace Collins at Duke Energy at (864) 260-6052 when your construction plans are complete so we can discuss your electrical service requirements.

Duke Energy appreciates the opportunity to provide your electric service.

Sincerely,

Kandace S. Collins

Kandace S. Collins
Engineering Design Associate
1636 Pearman Dairy Rd
Anderson, S.C. 29625
O: (864) 260-6052
C: (864) 209-9417
Kandace.Collins@duke-energy.com

Appendix E

Bufferyard Requirements



Anderson County

Bufferyard

Requirements



What is a BUFFERYARD?

A Bufferyard can be a natural landscaped area or landscaping that is required to create a “buffer” between different land uses.

When development occurs, trees and natural areas are often destroyed. Restoring or creating a new bufferyard will help eliminate potential problems such as noise, dirt, signs, lights, parking areas, buildings, and other possible adverse effects.



Before you cut down that tree...

The use of **Existing, Native Plant Material**

IS STRONGLY

ENCOURAGED.....!



Buffeyards should be landscaping that is an integral part of the development and should be done in a manner in which minimizes disturbances to native trees...

But NEVER located within a right-of-way!

What kind of plants should be used for your **BUFFERYARD?**

CANOPY TREES	Such as OAKS, MAGNOLIAS, MAPLES, etc. These trees should be no less than 6 feet when planted and purchased in containers or field-grown b/b material. Canopy trees are typically planted 15'- 20' apart, center.
UNDERSTORY TREES	Such as DOGWOODS, CREPE MYRTLES, HOLLY TREES, PLUMS, etc. These lower growing trees should be 4'- 6' minimum when planted and purchased in as large of a container as possible or purchased as field-grown.
EVERGREENS/ CONIFERS	Such as JUNIPERS, CEDARS, PINES, etc. For all practical purposes, they are best purchased in 4-10 gallon containers. When used to create a blind, varieties such as Leyland Cypress, White Pines, and Hetzi Juniper are good choices and should be planted approximately 8' - 12' apart, center to center. When used as a ground cover, 1-3 gallon junipers will mass quickly when planted 2' - 4' apart, center to center. Other ground covers available: Leroiope, Ivy, Periwinkle, etc.
SHRUBS	Such as many varieties of JUNIPER, LIGUSTRUM, AZALEA, CAMELIA, BOXWOOD, AND PHOTINIA. Best obtained in 3-4 gallon containers and planted at 3' - 6' apart, center to center.

Please note that some of the bufferyard requirements will include fencing and berms.



Plant Materials in Bufferyards without a Structure			
Type	Description	Planting Size	
		Height	Container
Canopy Trees	Hickory, Oaks, Magnolia, and Maples	>6 foot	Container or field grown B&B
Understory Trees	Fruit Trees, Sourwoods, Dogwoods, Crepe Myrtles, and Holy Trees	>4 foot	Container
Evergreens	Juniper, Cedars, Pine, Cypress, Blue Spruce Tree, Oak, Maple, Birch, Ash, Willow, Poplar, Aspen Beech, and Walnut		4—10 gallon container
Shrubs	Juniper, Ligustrum, Azalea, Camelia, Boxwood and Photinia		3—4 gallon container

Plant Materials in Bufferyards with a Structure		
Type	Abutting Structures, Fences, Berms	All other
Canopy Tree Single Stem	1½ inch caliper	2½ inch caliper
Canopy Tree Multi-Stem Clump	6 ft. height	10 ft. height
Understory Tree	4 ft. height	1½ inch caliper
Evergreen Tree	3 ft. height	5 ft. height
Shrub Deciduous	15 inches height	24 inches height
Shrub Evergreen	12 inches height	18 inches height

APPENDIX F

<u>FENCES</u>	<u>SYMBOL</u>	<u>HEIGHT</u>
	<u>F₁</u>	<u>3'</u>
	<u>F₂</u>	<u>4'</u>
	<u>F₃</u>	<u>5'</u>



Wood Stockade/Opaque Fence (non-perishable supports) the finished side of the fence MUST face the ADJACENT property owners.

<u>WALLS</u>	<u>SYMBOL</u>	<u>HEIGHT</u>
	<u>F₄</u>	<u>6'</u>
	<u>F₅</u>	<u>8'</u>



Masonry Wall (Poured concrete stucco, concrete block, brick etc.)

BERMS



BERM FENCES

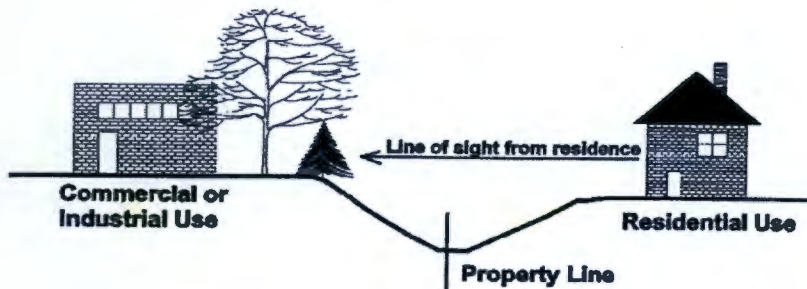


<u>SYMBOL</u>	<u>HEIGHT</u>	<u>MATERIAL</u>
<u>B₁</u>	<u>3'</u>	<u>EARTH</u>
<u>B₂</u>	<u>4'</u>	<u>EARTH</u>
<u>B₃</u>	<u>5'</u>	<u>EARTH</u>

<u>SYMBOL</u>	<u>HEIGHT</u>	<u>MATERIAL</u>
<u>BF₁</u>	<u>3'</u>	<u>BERM W/3' STOCKADE FENCE</u>
<u>BF₂</u>	<u>4'</u>	<u>BERM W/4' STOCKADE FENCE</u>
<u>BF₃</u>	<u>5'</u>	<u>BERM W/5' STOCKADE FENCE</u>

APPENDIX G

TRANSITION BUFFERYARD



Sec. 38-122. - Bufferyards.

- (a) *Purpose.* The purpose of the bufferyard is to ameliorate nuisances between adjacent land use, and promote compatibility. Additionally, the bufferyard offers the developer several options, each of which is calculated to buffer to an equivalent degree through distance (setbacks) and/or density (mass). The unique feature of the bufferyard is that it is flexible. It may vary in distance and density based on what is proposed, what is existing on the adjacent property, and the type of bufferyard selected from one of the six prescribed options shown on appendix D.
- (b) *Definition.* A bufferyard is an area within a parcel, together with plantings, fences, berms, walls, and other screening devices required thereon.
- (c) *Location of bufferyards.* Bufferyards shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. Bufferyards shall not be located on any portion of an existing public or private road or right-of-way, however they may occupy part or all of any front, side or rear yard setback required by article III of this chapter. Where required, bufferyards and/or bufferyard structures shall be developed as an integral part of the proposed use.
- (d) *Determination of bufferyard requirements.* To determine the bufferyard required between two adjacent parcels, the following procedure shall be followed:
 - (1) Identify the proposed land use.
 - (2) Identify the use of parcels adjacent to the proposed use.
- (3) Determine the bufferyard required on each boundary (or segment thereof) of the proposed land use by referring to the table of bufferyard requirements in appendix E of this article, and illustrations contained in this section which specify the bufferyard options between a proposed use and the existing adjacent use. Where an existing use includes undeveloped land, the bufferyard requirements of this section shall apply only to that segment of the property line separating the two uses.

Note: The number designation contained in the table refers to the type of bufferyard specified by the illustrations contained in this section.

- (e) *Bufferyard specifications.* The illustrations contained on Appendix F specify the type and quantity of plant materials required by each bufferyard. The requirements are stated in terms of the width of the bufferyard and the number of plants required per 100 feet of bufferyard. The requirements of a bufferyard may be satisfied by any one of the options illustrated. Each illustration depicts the total bufferyard required between two uses. Whenever a wall, fence or berm is required within a bufferyard, these are shown as structures in the following illustrations wherein their respective specifications also are shown.

The exact placement of required plants shall be the decision of the developer, except that evergreen (or conifer) plant materials shall be planted in clusters rather than singly in order to maximize their chances of survival and increase screening. All bufferyard areas shall be seeded with lawn grass or suitable ground cover. All bufferyards shall be installed and approved prior to issuance of a final certificate of compliance for the project. Alternatively, where weather conditions prohibit completion of bufferyards, a letter of credit in favor of the county in an amount equal to 125 percent of the estimated cost of landscaping of the bufferyard(s), based on the estimate of an established nursery or licensed landscape architect, may be filed with the county. The letter of credit must be valid for a period of not less than one year. In the event the owner/developer fails to complete landscaping of all required bufferyards within six months of the date of issuance of the final certificate of compliance, the county may complete installation of the bufferyard(s) and apply the letter of credit against the costs involved with said work.

- (f) *Minimum plant size.* Plants shall be sufficiently sized to ensure buffering and screening at the time of installation. Where the bufferyard illustrations indicate a mass or line of plants paralleling the length of the property line, the plant materials shall be sufficiently sized to ensure obscurity at the time of installation. However, seedling plants may be used where berms or structures are required as part of the bufferyard. The table contained in appendix F shall serve as a guide for determining minimum plant size.

(g) *Bufferyard substitutions.*

(1) Evergreen canopy or evergreen understory trees may be substituted as follows:

- a. In the case of deciduous canopy forest trees, up to a maximum of 50 percent of the total number of canopy trees otherwise required.
- b. Evergreen canopy or evergreen understory trees may be substituted for deciduous understory trees and deciduous shrubs, without limitations.

(2) In all bufferyards, evergreen or conifer shrubs may be substituted for deciduous shrubs without limitation.

(3) Any existing plant material which otherwise satisfies the requirements of this section may be counted toward satisfying all such requirements.

(4) Structures, where required, may be substituted with approval of the administrative official.

(5) Where, owing to existing land use, lot sizes, or configurations, topography or circumstances peculiar to a given piece of property, the bufferyard requirements of this section cannot reasonably be met, the developer may request and the planning commission staff may approve the substitution of appropriate screening, in the way of a fence or wall structure, illustrated by this section, along the property line of the proposed use.

(6) Where required by the bufferyard illustrations, berms may be substituted for more intense plantings, by increasing the plant unit multiplier by 0.25.

(h) *Outside storage on nonresidential lots.* Any proposed commercial, industrial or other nonresidential use with over 500 square feet of outside storage area for materials to be sold, salvaged, stored and the like shall install a class 6 bufferyard around the outside storage area. Other uses on the site, if any, shall carry the appropriate bufferyard classification specified by the table of bufferyard requirements at the end of this section.

(i) *Containers and dumpsters.* All exterior garbage containers and dumpsters, except those used on a temporary basis during construction or those with a capacity of less than four cubic yards, shall be screened on at least three sides by an F3 or F4 fence or wall (See appendix F), intensive landscaping, or other suitable opaque enclosure. The average height of the enclosure shall be at least one foot higher than the height of the container, but shall not be required to exceed eight feet in height. The open end of any such enclosure shall not face the road upon which the use fronts.

(j) *Fences and walls; appearance.* All fences and walls used as part of the bufferyard requirements must have a finished side that is facing adjoining property. The interior side of the fence or wall may be finished as owner deems appropriate.

(k) *Berms.* Where required, berms may be located anywhere within the bufferyard, provided they parallel the property line.

(l) *Use of bufferyards.* A bufferyard may be used for passive recreation; however, no plant material may be removed. All other uses are prohibited.

(m) *Required maintenance.* The maintenance of required bufferyards shall be the responsibility of the property owner. All bufferyards shall be properly maintained so as to ensure continued buffering. Failure to do so is a violation of this article, and may be remedied in the manner prescribed for other violations.

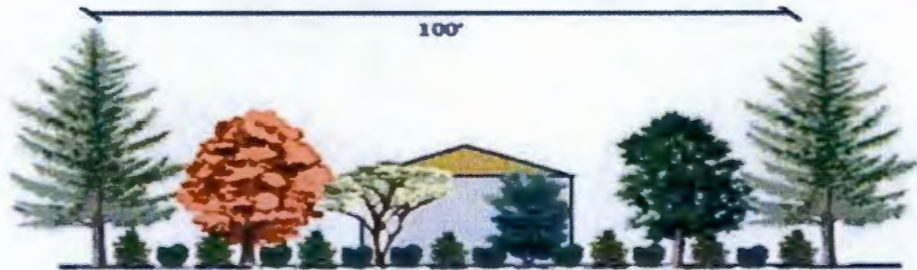
(n) *Transition bufferyards.* Where any commercial or industrial use is to be located within 2,000 feet of any residential use and is in full view from said residential use, a type II bufferyard shall be installed along the building line or any side lot line to obstruct said view from the residential use. In the event changes of elevation between said uses necessitate placement of the bufferyard at or near the highest point between the uses to obstruct the view, the bufferyard shall be placed at the highest point feasible. (See appendix G)

(Ord. No. 03-007, § 1, 4-15-03)

The UNIQUE feature of the Anderson County BUFFERYARD REQUIUREMENT is its Flexibility

There are 6 Bufferyard Types required by the County. The Development Standards Office will help you determine the type required for your development.

Example: Every 100' on your Property



APPENDIX D

Type 1

	Depth/Width			
	5'	10'	20'	30'
Canopy Trees	2	1.5	1	0.5
Understory Trees	4	3	2	1
Evergreens/Conifers	4	3	2	1
Shrubs	4	3	2	1
Structure	None	None	None	None

Type 2

	Depth/Width			
	10'	20'	30'	40'
Canopy Trees	4	3	2	1
Understory Trees	6	4.5	3	1.5
Evergreens/Conifers	8	6	4	2
Shrubs	7.5	3	5	2.5
Structure	None	None	None	None

Type 3

	Depth/Width			
	15'	25'	40'	50'
Canopy Trees	4	3	2	1
Understory Trees	8	6	4	2
Evergreens/Conifers	12	9	6	3
Shrubs	12	9	6	3
Structure	F3	B3	B1	None

Type 4

	Depth/Width			
	20'	30'	50'	60'
Canopy Trees	4	3	2	1
Understory Trees	8	6	4	2
Evergreens/Conifers	12	9	6	3
Shrubs	12	9	6	3
Structure	F3	B3	B1	None

Type 5

	Depth/Width			
	25'	35'	60'	75'
Canopy Trees	6	4.5	3	1.5
Understory Trees	12	9	6	3
Evergreens/Conifers	12	9	6	3
Shrubs	16	12	8	4
Structure	F3	B3/BF1	B2	B1

Type 6

	Depth/Width			
	30'	45'	70'	90'
Canopy Trees	8	6	4	2
Understory Trees	12	9	6	3
Evergreens/Conifers	16	12	8	4
Shrubs	20	15	10	5
Structure	F4/BF1	F3/B3	B2	B1

BUFFERYARD REQUIREMENTS TABLE

The number in the table is the type of bufferyard required for the proposed land use

Proposed Property Use	R-A	R-20	R-15	R-12	R-8	R-D	R-M7	R-M2	R-M1	R-M	R-MA	R-MHP	O-D	POD	C-IN	C-IR	C-1	C-2	C-3	S-1	I-1	I-2	PD	AP	RRD	Local Street	Other Street		
R-A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	**	0	0	0		
R-20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	**	0	0	0	
R-16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	**	0	0	0	
R-12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	**	0	0	0	
R-8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	**	0	0	0	
R-D	1/1	1/1	1/1	1/1	1/1	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	*	**	1/0	1/0	1/0	
SE***	2/1	2/1	2/1	2/1	2/1	2/1	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	1/0	*	**	1/0	1/1	1/1	
R-M7	2/0	2/0	2/0	2/0	2/0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	*	**	0	1	1	
R-M2	4/1	4/1	4/1	4/1	4/1	1/1	1/0	1/0	1/0	1/0	1/0	1/0	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	1/1	*	**	1/1	1/1	1/1		
R-M1	4/1	4/1	4/1	4/1	4/1	2	1	1	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	*	**	1	1	1	
R-M	5/2	5/2	5/2	5/2	5/2	2	1	1	1	0	0	1	1	1	1	1	1	1	1	1	1	1	1	*	**	1	1	1	
R-MA	5/2	5/2	5/2	5/2	5/2	2	1	1	1	0	0	1	1	1	1	1	1	1	1	1	1	1	1	*	**	1	1	1	
R-MHP	5/3	5/3	5/3	5/3	5/3	2	2	2	2	2	2	0	1	1	1	1	1	1	1	1	1	1	1	*	**	1	2	2	
O-D	5/3	5/3	5/3	5/3	5/3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	*	**	0	1	1	
POD	5/3	5/3	5/3	5/3	5/3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	*	**	0	1	1	
C-IN	5/3	5/3	5/3	5/3	5/3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	*	**	0	1	1	
C-IR	5/3	5/3	5/3	5/3	5/3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	*	**	0	1	1	
C-1	6/3	6/3	6/3	6/3	6/3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	*	**	0	2	1	
C-2	6/3	6/3	6/3	6/3	6/3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	*	**	0	2	1	
C-3	6/3	6/3	6/3	6/3	6/3	3	3	3	3	3	3	2	0	0	0	0	0	0	0	0	0	0	0	*	**	0	2	1	
S-1	5/4	5/4	5/4	5/4	5/4	4	4	4	4	4	4	3	1	1	1	1	0	0	0	0	0	0	0	*	**	0	1	1	
I-1	6/5	6/5	6/5	6/5	6/5	5	5	5	5	5	5	4	3	3	3	3	3	3	3	3	1	0	0	*	**	3	3	1	
I-2	6/5	6/5	6/5	6/5	6/5	6	5	5	5	5	5	4	3	3	3	3	3	3	3	3	1	0	0	*	**	3	3	1	
PD	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	2
AP	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**	**
RRD	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	2

If the proposed property is zoned and adjacent property is zoned then the requirement is based on the intended use of the adjacent property.
 If the proposed property is zoned and adjacent property is unzoned then the requirement is based on the actual use of the adjacent property.
 If the proposed property is unzoned and adjacent property is unzoned then the requirement is based on the actual use of the adjacent property.
 If the proposed property is unzoned and adjacent property is zoned then the requirement is based on the intended use of the adjacent property.

A PD has multiple land use elements. The bufferyard requirements default to the table element that covers the planned use for the specific parcel with in the PD and the adjacent parcel outside the PD. Bufferyard requirements within a PD default to the land use in that table unless otherwise spelled out in the PD application that is approved by Commission and Counsel.

An AP is by nature a conversion to residential use of an existing non-residential property. The bufferyard requirements default to the appropriate table element once the nature of the land use is determined after approval of the RRD by the Commission and Council.

SE- Special Exception

XY The first number references the requirement if the use lies on a local street. The second number references the requirements if the use lies on an arterial or collector street.

SUGGESTION: In order to maximize your open space potential, consult a professional landscape designer...

Landscape Design Example:

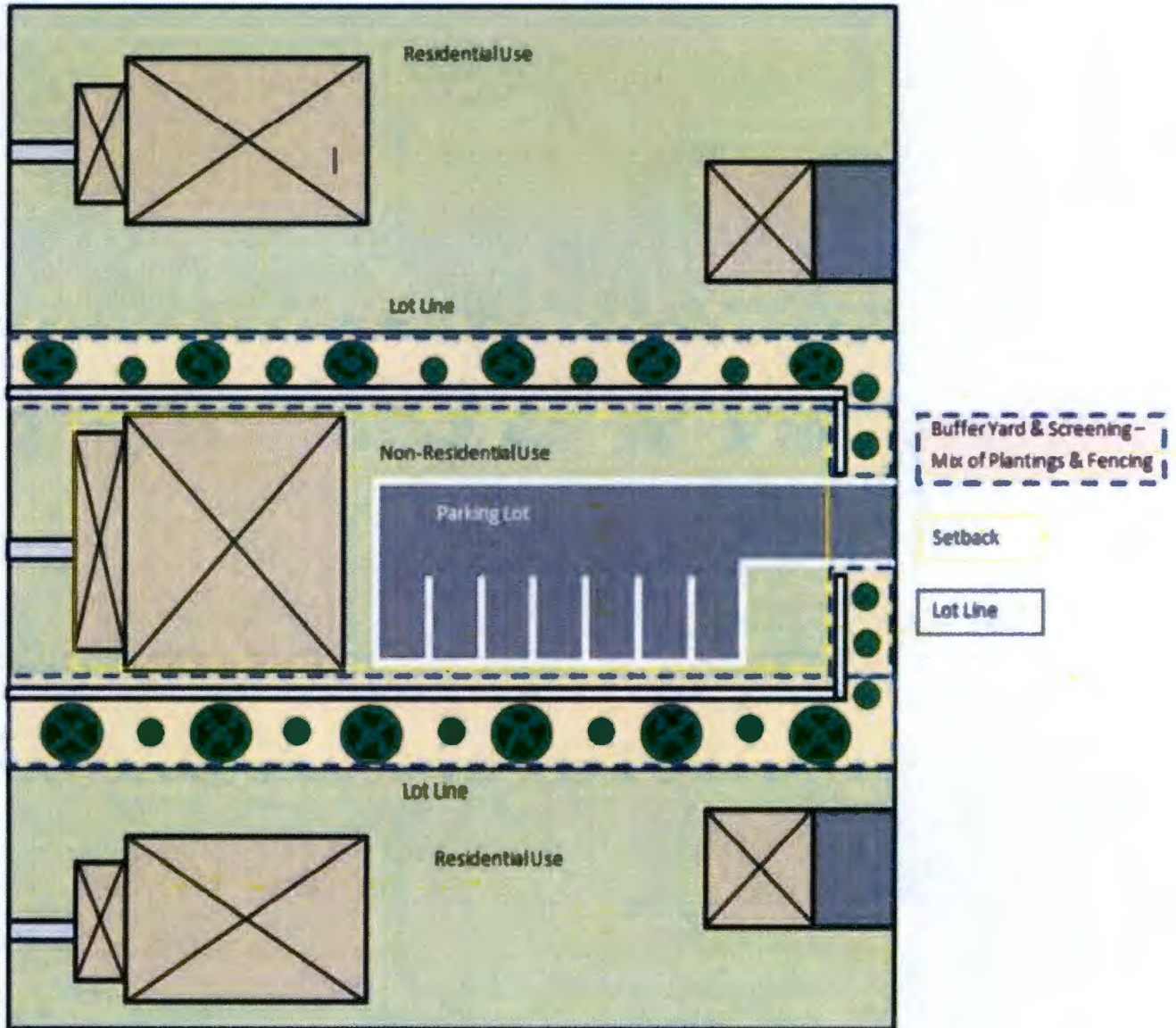


Figure 7.1 Buffer and Screening Example – Plan View

Cornerstone Planned Development

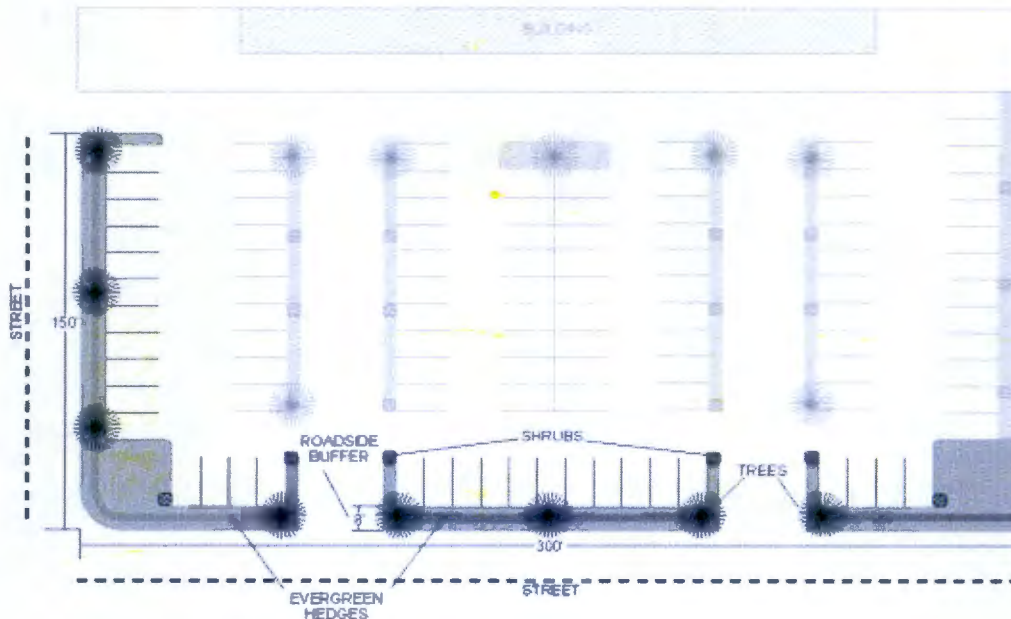
Zone 4 – Commercial Landscaping Standards

All new off-street parking lots with ten (10) or more spaces located adjacent to existing public right(s)-of-way shall establish roadside buffers. Roadside buffers shall be located outside of the rights-of-way of existing roads.

Roadside Buffers

The minimum roadside buffer width shall have an average planting width of eight (8) feet with the minimum width for any buffer yard being five (5) feet. Buffers shall contain the following plant materials:

- An average of one (1) tree for every sixty (60) feet of linear road frontage. Trees shall be spaced so that there is a minimum of one (1) tree for every two hundred (200) linear feet of road frontage.
- Shrubs spaced to provide an evergreen screen within three (3) years of installation.
- Within the buffer yard, fences, walls, earthen berms or any combination thereof may be used to meet the requirements of this section so long as they are a minimum of thirty (30) inches in height and provide a visual screen. Berms shall have a side slope no greater than 2:1.
- Where existing overhead power utility lines preclude sufficient space for a shade tree to grow then two (2) small trees shall be substituted for each required shade tree.



Interior Plantings

In addition to all other landscaping requirements, all new off-street parking lots with sixty (60) or more spaces shall provide and maintain landscaped planting areas within the interior of, and adjacent to, the parking lot.

- Interior planting islands shall have a minimum planting area of eight (8) feet wide by eighteen (18) feet long.
- In addition to the required trees and shrubs, planting areas shall be grassed or covered with mulch.
- All planting areas shall be protected from vehicular intrusion by the installation of curbing or wheel stops.
- Each landscaped planting area shall contain trees and shrubs at the rates listed below rounded upward to the next whole number:
 - One (1) tree for every fifteen (15) parking spaces
 - One (1) shrub for every five (5) parking spaces

Interior planting areas shall be designed within or adjacent to the parking area(s) as:

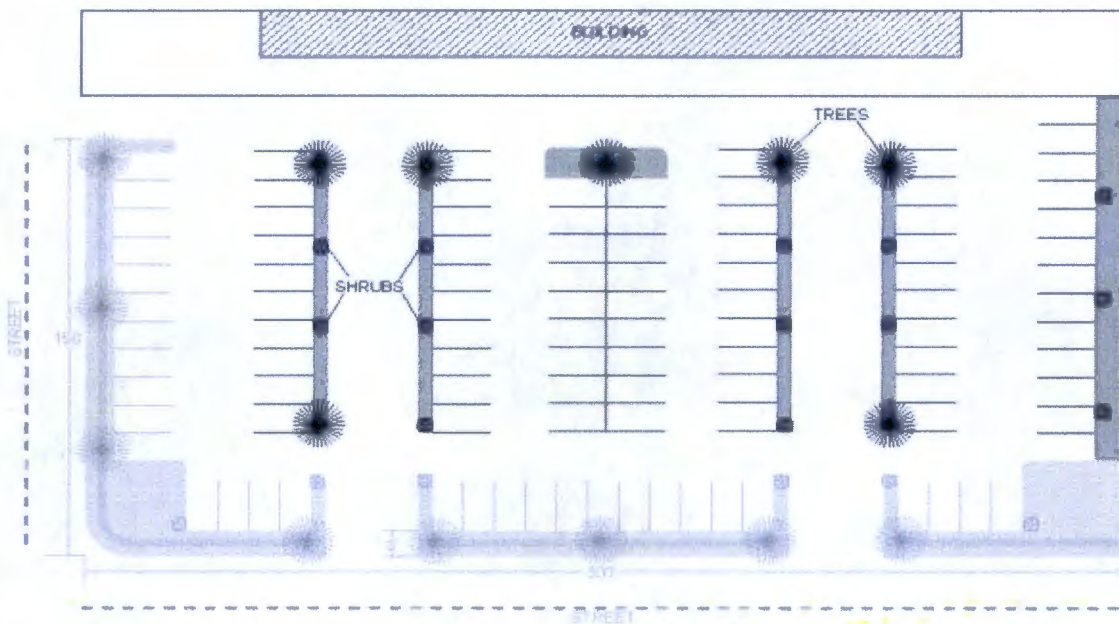
- Islands, located at the end of parking bays;
- Islands, located between parallel rows of cars;
- Driveway medians, a minimum of eight (8) feet in width;
- Intermediate islands; or
- A combination of the above

Trees and shrubs must be planted within twenty (20) feet of the parking area to satisfy the interior planting requirements.

The design size and shape of the interior planting areas shall be at the discretion of the owner; however, no parking space shall be:

- Located farther than ninety (90) feet from the trunk of a shade tree;
- Separated from a shade tree by a building or other structure.

Parking structures are excluded from interior landscape areas.



Planting Material Specifications

- A. A minimum of 75% of trees planted to meet this requirement shall be shade trees (unless precluded by utilities)
- B. Shade trees shall have a minimum planting size of two (2) inches measured eighteen (18) inches above grade.
- C. Small trees and multi-stem trees shall have a minimum planting height of six (6) feet tall.
- D. Evergreen shrubs shall have a minimum installed height of twelve (12) inches and a minimum height of thirty (30) inches within three (3) years of installation. All shrubs inside the sight triangle at points of ingress and egress shall not exceed thirty-six (36) inches in height.

Suggested Plant List

This list is not intended to be all-inclusive, but does include common trees and shrubs suitable for use in this region. Professional expertise should be sought to determine the appropriate plant materials for any particular site, when considering individual site, soil, moisture, and microclimate conditions.

Shade Trees	Small Trees	Evergreen Shrubs
<p>Baldcypress, <i>Taxodium distichum</i> Chinese Elm, <i>Ulmus parvifolia</i> Cryptomeria, <i>Cryptomeria japonica</i> Dawn Redwood, <i>Metasequoia</i> Deodar Cedar, <i>Cedrus deodara</i> Japanese Zelkova, <i>Zelkova serrata</i> Japanese Pagoda, <i>Sophora japonica</i> Littleleaf Linden, <i>Tillia cordata</i> Laurel Oak, <i>Quercus laurifolia</i> Red Maple, <i>Acer rubrum</i> River Birch, <i>Betula nigra</i> Schumard Oak, <i>Quercus schumardi</i> Southern Magnolia, <i>Magnolia grandiflora</i> Water Oak, <i>Quercus nigra</i> White Ash, <i>Fraxinus americana</i> White Oak, <i>Quercus alba</i> Willow Oak, <i>Quercu phellos</i></p>	<p>Carolina Silverbell, <i>Halesia carolina</i> Kwanzan Cherry, <i>Prunus serrucata</i> Crape-Myrtle, <i>Lagerstroemia indica</i> Flowering Dogwood, <i>Cornus florida</i> Kousa Dogwood, <i>Cornus kousa</i> GoldenRaintree, <i>Koelreuteria paniculata</i> Japanese Maple, <i>Acer palmatum</i> Amur Maple, <i>Acer ginnala</i> Pissard Plum, <i>Prunus cerasifera</i> Eastern Redbud, <i>Cercis Canadensis</i> Saucer Magnolia, <i>Magnolia soulangiana</i> Serviceberry, <i>Amelanchier arborea</i> American Holly, <i>Ilex opaca</i> Yoshino Cherry, <i>Prunus yedoensis</i></p>	<p>Azalea, <i>Azalea obtusum</i> Harland Boxwood, <i>Boxus harlandii</i> Dwarf Boxwood, <i>Boxus sempervirens</i> Dwarf Yaupon Holly, <i>Ilex vomitoria</i> Dwarf Buford Holly, <i>Ilex cornuta</i> Dwarf Nandina, <i>Nandina domestica</i> Carissa Holly, <i>Ilex cornuta</i> Inkberry Holly, <i>Ilex glabra</i> Japanese Holly, <i>Ilex crenata</i> Otto Laurel, <i>Prunus laurocerasus</i> Parsons Juniper, <i>Juniperus davurica</i> Tamarix Juniper, <i>Juniperus sabina</i> Schipka Laurel, <i>Prunus laurocerasus</i> Curlyleaf Ligustrum, <i>Ligustrum japonica</i> India Hawthorn, <i>Raphiolepis indica</i></p>

**Anderson County Planning Commission
Staff Report
March 2020**

Applicant: John and Grace Von Kaenel
Current Owner: John and Grace Von Kaenel
Property Address: 2705 Centerville Road
Precinct: Denver-Sandy Springs
Council District: 5
TMS #(s): 045-00-04-006
Acreage: +/- 43.91
Current Zoning: R-20 (Single-Family Residential)
Requested Zoning: R-A (Residential - Agricultural)
Surrounding Zoning: North: R-20 (Single-Family Residential)
South: R-20 (Single-Family Residential)
East: R-20 (Single-Family Residential)
West: R-20 (Single-Family Residential)

Evaluation: This request is to rezone the parcel of property described above from R-20 (Single-Family Residential) to R-A (Residential Agricultural). The applicant's stated purpose is to "rezone to appropriate use".

The purpose of the R-A district is to provide for a full range of agricultural activities and spacious residential development.

Single-Family Residential uses are adjacent to the subject parcel. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies the area as residential.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed, as follows:

- February 21: Rezoning notification signs posted on subject property;
- February 20: Rezoning notification postcards sent to 99 property owners within 2,000' of the subject property;
- February 22: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Public Feedback: To date, staff has received two phone calls requesting more information.

Staff Recommendation: Due to the surrounding uses and its compatibility with the character of the area, staff recommends approval of this request.

Planning Commission Recommendation: The Anderson County Planning Commission met on March 10, 2020 and after a duly noted public hearing recommended **approval** of a request to rezone from R-20 to R-A. The vote was **7** in favor, **0** opposed, and **0** absent.



Rezoning Request Recommendation

March 10, 2020
Date of Planning Commission Meeting

Approve.
Recommendation (Approval or Denial)

Project Information

Name of Applicant: John and Grace Von Kaenel
Property Location: 2705 Centerville Road
County Council District: 5 School District: 4
Total Acreage: +/- 43.91 Current Land Use: Agriculture
Current Zoning: R-20 Requested Zoning: R-A
Purpose of Rezoning: "rezone to appropriate use"

Recommendation

Recommendation Rendered: Approve

Reason(s) for Denial, if applicable:

- Compatibility with Future Land Use Map
- Availability of Infrastructure Support
- Compatibility with Traffic Levels
- Compatibility with Surrounding Properties
- Compatibility with Density Levels
- Use and Value of Surrounding Properties
- Other (please elaborate) : _____

Explanation of Reasons: _____

Planning Commission Presiding Chairman: DAVID COTHRAN

Signature: [Signature] Date: 3/10/2020

For Office Use Only:

Scheduled Commission Public Hearing Date: 3-10-2020 Planning Commission Recommendation: approval

Scheduled Council Public Hearing Date: 4-7-2020 County Council Decision: _____



Rezoning Application

Anderson County Planning & Community Development

2/13/20
Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: John & Grace Von Kaenel
Mailing Address: 2705 Centerville Rd., Anderson, SC 29625
Telephone: (864) 905-9694; (864) 276-7047
Email: gcs.vonkaenel@gmail.com

Owner's Information (If Different from Applicant)

Owner Name: _____
Mailing Address: _____
Telephone: _____
Email: _____

Designation of Agent: (Complete only if owner is not the applicant)

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

Owner's Signature

Date

Project Information

Property Location: 2705 Centerville Rd., Anderson, SC 29625
Parcel Number(s)/TMS: 450004006
County Council District: 5 School District: 04
Total Acreage: 43.91 Current Land Use: Agricultural
Requested Zoning: R-A Current Zoning: R-20
Purpose of Rezoning: Rezone to appropriate use

Are there any Private Covenants or Deed Restrictions on the Yes No

Property? If you indicated no, your signature is required.

[Signature]
Applicant's Signature

13 Feb. 2020

Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: _____

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (PD, IZOD, PC), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Community Development office.

[Signature]
Applicant's Signature

12 February 2020

Date

* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. *

For Office Use Only:
Application Received By: 2/13/20 Complete Submission Date: _____
Commission Public Hearing: _____ Council Public Hearing: _____



ANDERSON COUNTY REZONING APPLICATION NARRATIVE

Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Provisions for water and sewer;
3. Plans for protection of abutting properties, if applicable;
4. Any additional information deemed reasonable for review.

The property at 2705 Centerville Rd., Anderson, SC 29625, is +/- 43.91 acres and thus suited for use as agricultural land. The owners plan to develop the land suitable for private equine management, including pastures, barns, arenas, and growing quality hay for horse consumption.

2705 Centerville Road
Anderson, South Carolina 29625

Overview for change of zoning from R-20 to R-A

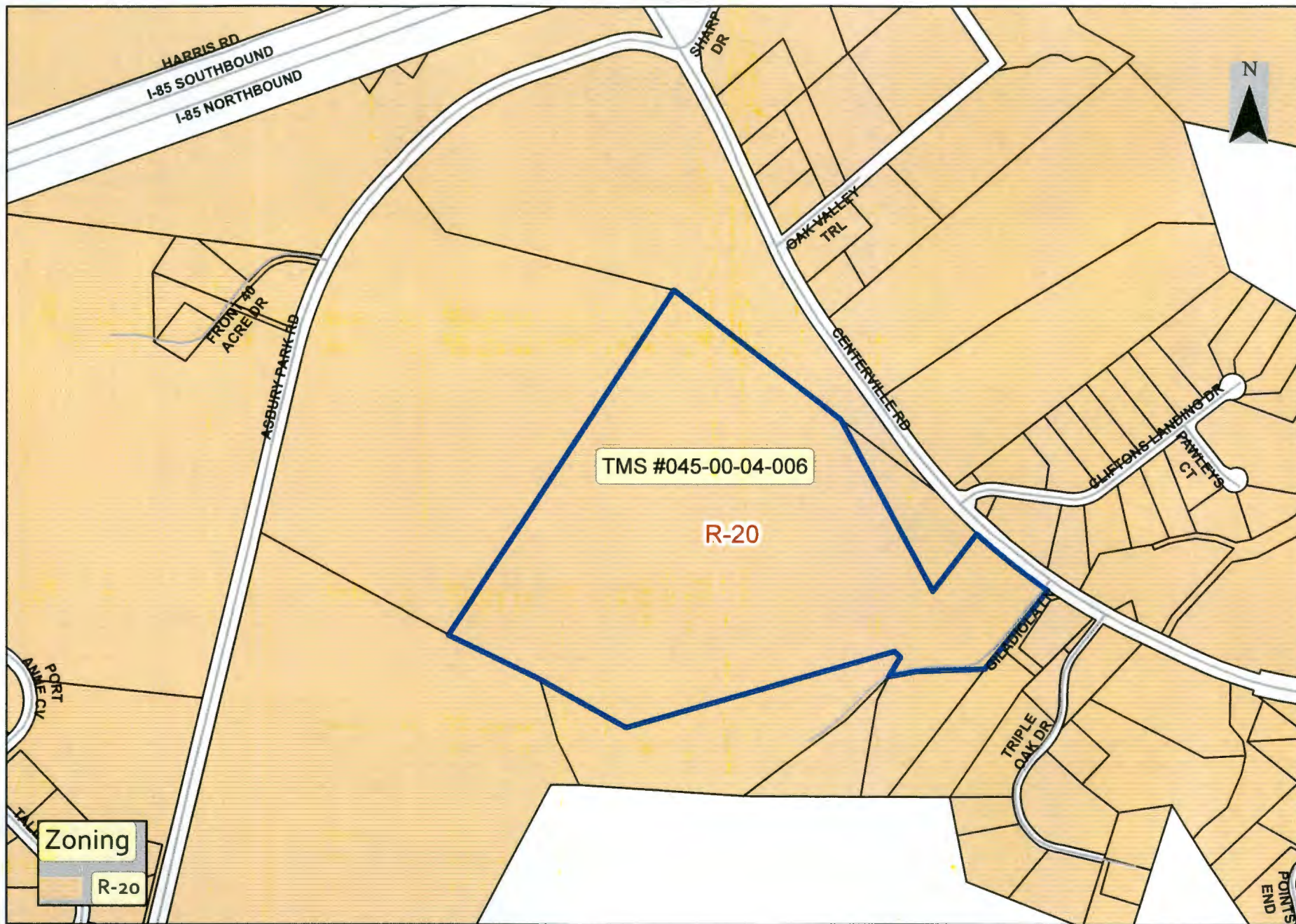
- The current and future use of the property at 2705 Centerville Road is for farming. There is an established blueberry orchard that the owners have been expanding on. The owners also have horses and will be growing hay for their consumption along to sell any excess production. The concern to change the property for R-20 to R-A is to ensure that the farm will stay a farm and not be developed. Another reason for the change is to ensure future insurance will align with the owners, and that adequate coverage will never be a question.
- The property at 2705 Centerville will **NOT** be used for any animal production such as:
 - Chicken Farming
 - Turkey Farming
 - Or any animal(s) for commercial consumption

Along with the previous activates that will not be performed; the property will not be use for any commercial, experimental or personal use of hemp or hemp farming. We understand this is a concern from our neighbors and wanted to make it public record that any growth, processing or anything to do with hemp or hemp related products would **not** be allowed on the property.



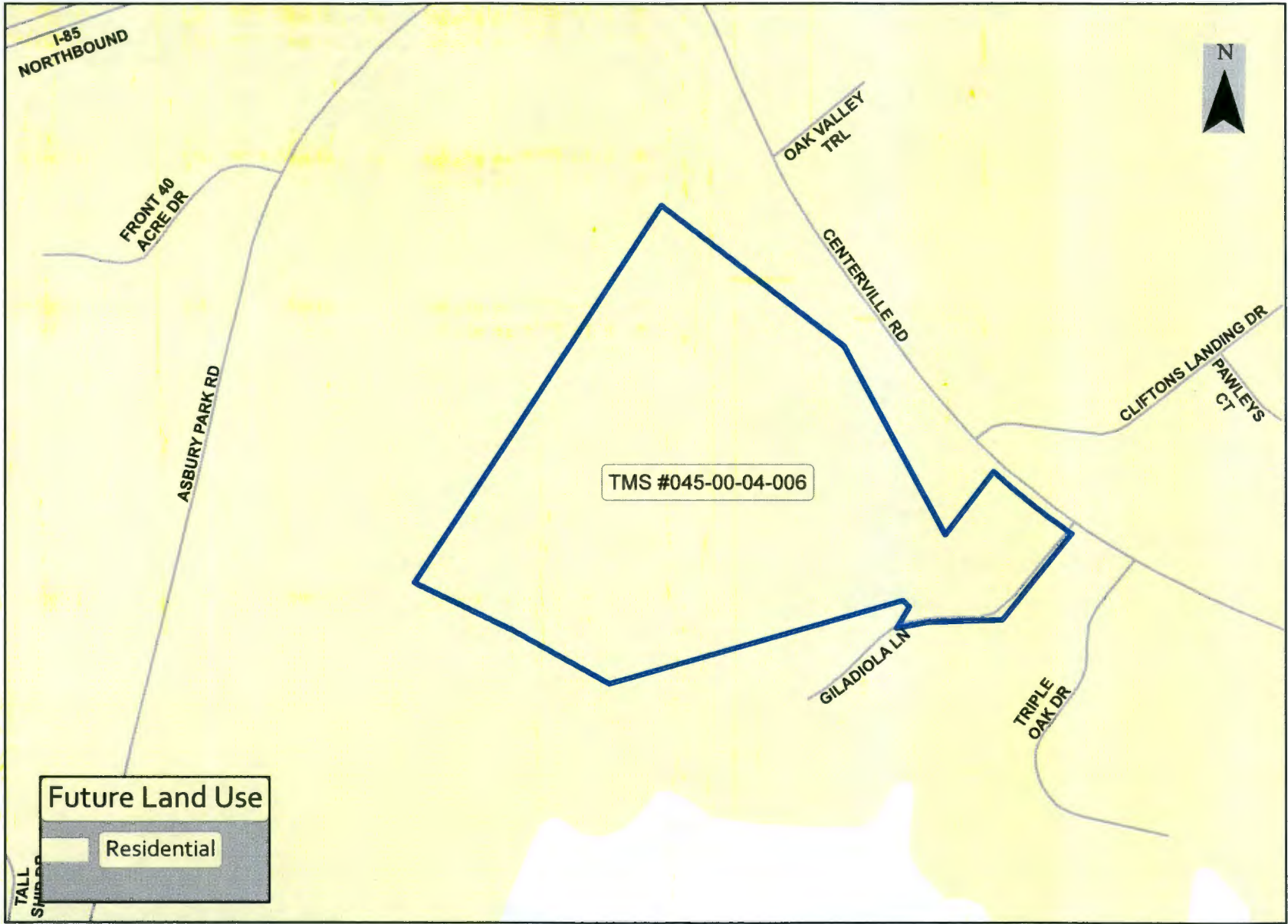
**Rezoning Request
2705 Centerville Road
R-20 to R-A**





Rezoning Request
2705 Centerville Road
R-20 to R-A

0 500 1,000 2,000 Feet



Rezoning Request
2705 Centerville Road
R-20 to R-A





2/21/20



2/21/20



2/21/20



2/21/20

ORDINANCE NO. 2020-017

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT WESTWIND] WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on May 13, 2020 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [Project Westwind], a _____ (the “*Company*”) (which was known to the County at the time as “*Project Westwind*”), with respect to the acquisition, construction, and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new manufacturing/distribution facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$2,800,000 in the County within the Standard Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Company (the “Fee Agreement”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form

of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

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

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

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

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this ___ day of _____, 2020.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey Croegaert,
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2020, _____, 2020, and _____, 2020, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Lacey Croegaert
Anderson County Clerk to Council

Dated: _____, 2020

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT WESTWIND]

Dated as of _____, 2020

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FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	[Project Westwind]	Project Name:	Project Westwind
Projected Investment:	\$2,800,000	Projected Jobs:	N/A
Location (street):	<i>To be provided</i>	Tax Map No.:	<i>To be provided</i>
1. FILOT			
Required Investment:	\$2,800,000	Required Jobs:	N/A
Investment Period:	5 years with a 5 year extension if Required Investment is met.	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	0.3205	Net Present Value (if yes, discount rate):	
Clawback information:	If the FILOT Act Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson County/Greenville County Park dated July 15, 2014		
3. SSRC			
No. of Years	20 years		
Yearly Increments:	90% years 1 – 5; 60% years 6 – 10; 50% years 11-20		
Clawback information:			
4. Other information	In the event \$2,800,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "**Fee Agreement**") is made and entered into as of _____, 2020 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "**County**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), acting by and through the Anderson County Council (the "**County Council**") as the governing body of the County, and [**Project Westwind**], a _____ organized and existing under the laws of the State of _____ (the "**Company**").

RECITALS

1. Title 12, Chapter 44 (the "**FILOT Act**"), Code of Laws of South Carolina, 1976, as amended (the "**Code**"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("**Special Source Revenue Credit**") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "**Infrastructure**").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a manufacturing and/or distribution facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. In accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the County Council adopted a Resolution on May 13, 2020 (the "**Inducement Resolution**"), whereby the County agreed to provide the benefits of a FILOT, MCIP, and Special Source Revenue Credits with respect to the Project, the terms of all of which are set forth in greater detail in this Fee Agreement.

6. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

7. By enactment of an Ordinance on _____, 2020, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any member, partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

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

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean [PROJECT WESTWIND], a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$2,800,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement) from the first day that Project property comprising all or a portion of the Project is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of the Investment Period.

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

“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Anderson County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Anderson County Auditor, or the person holding any successor office of the County.

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

“County Treasurer” shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

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

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

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

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

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

“Extended Investment Period” shall mean the period ending five (5) years after the end of the Standard Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Revenue Credit Agreement.

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

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

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

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period plus the Extended Investment Period, if applicable.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park dated as of July 15, 2014, between the County and Greenville County, South Carolina, as the same may be amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

“Phase” or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section

12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

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

“Special Source Revenue Credits” shall mean the annual special source revenue credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

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

Section 1.02 Project-Related Investments

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

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

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

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 0.3205 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2020, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Revenue Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

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

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a manufacturing and/or distribution facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement within the Standard Investment Period.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021. In the event that the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Standard Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the

Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 0.3205 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company’s FILOT Payments for a period of five (5) consecutive years in an amount equal to ninety percent (90%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; thereafter, for a period of five (5) consecutive years in an amount equal to sixty percent (60%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; and thereafter, for a period of ten (10) consecutive years in an amount equal to fifty percent (50%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Revenue Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Revenue Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Revenue Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(e) Each annual Special Source Revenue Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

(f) The Special Source Revenue Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve FILOT Act Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Standard Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate

shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

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

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

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from

or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent

that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate,

transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during

which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

DEFAULT

Section 6.01 Events of Default

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

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, subject to any applicable cure period, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the FILOT Act Minimum Investment Requirement, the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, subject to any applicable cure period, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

With a copy to:

Justin M. Hoyle
Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, South Carolina 29401

If to the County:

Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Lacey Croegaert
Anderson County Clerk to Council

[Signature Page 1 to Fee in Lieu of Tax and Special Source Revenue Credit Agreement]

[PROJECT WESTWIND]

By: _____

Name: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Revenue Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

To be provided

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "*Company*"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of _____, 2020 between Anderson County, South Carolina and the Company (the "*Agreement*"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

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

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

Name: _____

Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of _____, 2020 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) [Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.] Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

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

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

Name: _____
Its: _____



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: 6/16/2020

TO: County Council

FROM: **MATT HOGAN** Roads and Bridges Manager **BEE BAKER** Principal Engineer

SUBJECT: **REQUEST FOR COUNCIL APPROVAL**
2020-2021 ROAD IMPROVEMENT PLAN BY ACTC FUNDS

A recommended list of roads and estimated costs of improvements for the 2020-2021 fiscal year is attached. This list includes Airport Road and two subdivisions that are in desperate need of rehabilitation and resurfacing.

The total cost for the provided list is greater than \$1.5 million. The contract will include only those roads that can be fully funded based on contractor's bid prices and estimates.

Tommy Dunn
Chairman, District 5

Craig Wooten
Council District 1

Tom Allen
Council District 4

Cindy Wilson
Council District 7

Ray Graham
V. Chairman, District 3

Gracie Floyd
Council District 2

Ken Waters
Council District 6

Lacey Croegaert
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

Road #	Road Name	Subdivision	Index	From	To	Length	Funds Needed	Treatments
C-10-0210	John Rutledge St.	Governor's	56.2	Governor's Blvd	James Lawrence Orr	658	\$ 41,403	4" Mill/Pave
C-10-0213_1,2,3	Lyttleton Way	Governor's	41.8	Governor's Blvd	Lyttleton Way	2,522	\$ 191,300	4"FDP/Edge Mill/2"Pave
C-10-0212	James Lawrence Orr	Governor's	24.2	Cul-de-Sac	Cul-de-Sac	1,307	\$ 267,899	4"FDP/Edge Mill/2"Pave
C-10-0211	George B. Timmerman Dr.	Governor's	28.9	Cul-de-Sac	Cul-de-Sac	1,248	\$ 343,444	4"FDP/Edge Mill/2"Pave
C-10-0214	Banabus Lane	Governor's	26.5	Lyttleton Way	Lyttleton Way	504	\$ 368,441	4"FDP/Edge Mill/2"Pave
						1.18 Miles		
C-06-0094	Prestwick Dr	Innisbrook	47.9	Shackleburg Rd	Cul-de-Sac	2,367	\$ 148,325	8" CMRB/2"Pave
C-06-0095	Carnoustie Cir	Innisbrook	48.4	Prestwick Dr	Prestwick Dr	1,662	\$ 242,621	8" CMRB/2"Pave
C-06-0096	Royal Dor Noch Ct	Innisbrook	31.5	Carnoustie Cir	Cul-de-Sac	252	\$ 264,283	8" CMRB/2"Pave
C-06-0097	Royal Troon Ct	Innisbrook	21.9	Prestwick Dr	Cul-de-Sac	219	\$ 283,907	8" CMRB/2"Pave
C-06-0098	Royal Birkdale Ct	Innisbrook	39.2	Prestwick Dr	Cul-de-Sac	216	\$ 303,276	8" CMRB/2"Pave
						0.89 Miles		
C-09-0410_1&2	Airport Road		39.6	Hwy 24	Gate	4,470	\$ 425,021	Mill/FDP/Pave
						0.85 Miles		
C-01-0158A	Crompton Drive	Crompton Place	68.2	Hwy 8	Cul-de-Sac	1,664	\$ 144,741	FDP/Pave
C-07-0018A	Patterson Drive	Forest Hills	69.9	South Hamilton Street	End	1,767	\$ 248,596	6"CIPR/Pave
C-07-0018D	Forest Hills Drive	Forest Hills	81.1	Byron Street	Patterson Drive	2,447	\$ 377,734	6"CIPR/Pave
C-07-0018E_2	Melonie Drive	Forest Hills	54.5	Forest Hills Drive	House #6	600	\$ 407,773	6"CIPR/Pave
C-07-0018F	Rentz Drive	Forest Hills	87.8	Forest Hills Drive	House #405 Forest Hill	200	\$ 416,783	6"CIPR/Pave
C-07-0018G	Janseen Court	Forest Hills	52.4	Forest Hills Drive	Cul-de-Sac	290	\$ 437,489	6"CIPR/Pave
C-07-0018H	Ethridge Street	Forest Hills	89.7	Forest Hills Drive	Sunset Court	549	\$ 466,311	6"CIPR/Pave
C-07-0018I	Sunset Court	Forest Hills	88.6	Forest Hills Drive	Town Limit	576	\$ 497,309	6"CIPR/Pave
						1.53 Miles		
						Total Estim	\$ 1,594,047	

AGENDA
Planning and Public Works Committee Meeting
Tuesday, June 23, 2020 at 10:00 am
Anderson Civic Center
3027 Martin Luther King Jr Blvd.
Anderson, South Carolina 29625
M. Cindy Wilson, Presiding

Planning/Public Works Committee

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Jimmy Davis
3. Approval of Minutes for March 9, 2020
4. Discussion regarding Tiny Home Rules and Regulations Ms. Alesia Hunter
5. Discussion on appropriate measures to protect local farm properties Ms. Alesia Hunter
6. Update and upgrades for County Storm water retention and run-off measures
Mr. John Batson
7. Executive Session:
 - a. Legal Advice Regarding Land Use Issues
8. New Business
9. Citizens Comments
10. Adjournment

Committee Members: M. Cindy Wilson, Chair
Honorable Brett Sanders
Honorable Jimmy Davis

**Minutes
Planning and Public Works Committee Meeting
Monday, March 9, 2020**

The Planning and Public Works Committee Meeting of Monday, March 9, 2020 was called to order at 1:31 pm by Chairman Ms. M. Cindy Wilson. Mr. Brett Sanders and Mr. Jimmy Davis were in attendance for the Planning and Public Works Committee meeting. The Invocation and Pledge of Allegiance was provided by Mr. Jimmy Davis.

The following items were discussed by the committee:

3. Approval of minutes for February 19, 2020:

The requested corrections for the minutes of February include page 1 item number #4 insert the date to read On February 10, 2020 an advisory meeting was held and, remove Ms. Morgan and the Mayor of Belton because they were not in attendance at the solid waste meeting. On page 2, first paragraph Health insert Comma Safety and welfare. On page 2 item number #6 should read The Paws Animal Shelter instead of the paw animal shelter and, also insert use the funding they have on hand for this item. On page 2 item #6 correct the spelling of Parkier Bowie to Parker Bowie.

Mr. Brett Sanders made the motion to accept minutes as corrected and a second from Mr. Jimmy Davis, the committee voted to unanimously to recommend to Full Council.

4. Presentation on Sewer Projects, updates and current conditions, Derrick Singleton:

Anderson County has had many problems due to all the rain. The creek banks have been washing out. A project was just finished at Glen Raven and other areas to add more rock and re-establish the creek banks. At 6&20 there are issues with sludge handling due to all the rain. There are drying beds which have had issues drying out. We may have look at other options to deal with the sludge because the current process involves dumping on top of beds. A secondary option would be to have a company come, pump it out and carry to another treatment plant for processing. Most wastewater plants have sludge handling with belt presses or are rated to land apply.

The Hurricane Creek Pump Station Upgrade Phase I will involve putting in a new wet well. The original wet well was too small and under designed. The new wet well will be 10ft in diameter and 16 ft. deep. This will help with extra holding time, add more volume, the pumps will not come on as much and, there will be a longer run time. This is one of the highest flowing pump station. In addition, a line feed system will be added to help to mask odors and reduce H2S. There is a problem with H2S downstream from the pump station eating up the pipes and manholes. The characteristics of the wastewater are acidic, raising the PH will help so it's not as corrosive on the infrastructure. The company Tugaloo from Westminster is performing the work for this project.

The Hurricane Creek Pump Station Upgrade Phase II project will include adding new pumps, controls and a new force main. The current force main is too small and is causing restrictions to the pumps. The most expensive portion of this project is still in design and will include where it leaves the pump station and crosses Lake Hartwell. If SCDOT will not let the County add another pipe to the bridge on Highway 76 we will have bore under the lake. If we can eliminate replacing this portion it will be a huge savings. The diameter of the current pipe is 12 in. and an upgrade will be 16in. or 18 in diameter. The current line will have to stay in place until the whole project is complete. Anderson Regional also has a water line on this bridge that is the main feed that goes to the Clemson, Pendleton and Central areas. This project has an estimated cost of \$4 - \$5 million dollars for new pumps, a new force main, controls and possibly a new generator.

Minutes
Planning and Public Works Committee Meeting
Monday, March 9, 2020

The Stone Haven Subdivision project is off of Dixon Road. The original infrastructure was put in, in the early 1970's and Anderson County took it over in 1978-79. When there is an inch of rain or more it requires pumping with additional trucks that are trying to isolate and hit the worst areas first to start the elimination so the pumps can keep up with what comes down the pipe. An estimated cost for this project will be between \$1.2-\$1.5 million dollars. All the current piping in place is clay and will require lining each section and rehabbing the manholes.

The Welpine Sewer Project was sent out for bid, receiving responses from 20 contractors, and a bid of \$1.7 million. The project can be started after a right of way issue can be resolved. An update should be given soon.

The Exit 14 project's design work is complete and staff are currently working on right of way issues and negotiations. This project may possibly be able to go out for bid in the summer.

The next item of discussion was The Pendleton Clemson Wastewater Treatment Plant project. On February 21, 2020, members of council and staff attended a presentation meeting from the Oconee Sewer Authority. If the County implements a policy similar to the Oconee Sewer Authority the authority would own all of the capacity. Aiken County does have a similar sewer authority. Nick Nicholson an attorney from Haynsworth Sinkler Boyd Law Firm in Greenville would draft the documents if a new authority was formed. The first upgrade will consist of adding 1.5 Million gallons. The three entities associated with this project have given a baseline request of what capacities they will need for the projected future build out for the next ten years which includes Anderson County 600,000 capacity, Clemson 500,000 capacity and, Pendleton 400,000 capacity. The cost for the upgrade for Phase I of this project will be \$19 million. There is a Phase II plan that could be implemented as needed to add an additional 1.5 gallons at today's cost of \$16 million.

The department is working with all the local water districts to begin the process of reading, billing, and collecting. Sandy Springs is the only water district not participating at this time.

This item is for information only. No decisions or votes were taken for this item.

5. Capital Improvements of 2020:

The Capital Improvement Plan is a planning tool that is State mandated and is part of budget process to anticipate capital project needs and put things into a maintenance program.

The Airport requests include a firetruck garage and a maintenance shed. The requests are listed in alphabetic order by department. The Airport Master Plan is for \$300,000 and should be completed before building anything else. The Airport department requests will be set aside and addressed after a new airport manager is hired.

The County Facilities Department request is for a generator for the Townsend Building. This item is a request in the upcoming budget year. The generator will be used to hold bond court.

The Fleet Services Department requests include the Fleet Services building that has been planned, bid out and, the builder has been selected. The County is waiting on the final cost estimate for this project. The next request is for a new Fuel Island in Powdersville. The location for this item has changed. There is a possibility it may be placed in the Dolly Cooper Park which would help prevent future crime issues. Anderson County already owns the property and there is already power. This will also allow the deputies to be on beat longer. The Fleet Services department is also requesting a technician work truck that will

Minutes
Planning and Public Works Committee Meeting
Monday, March 9, 2020

be an addition to the fleet. A department will only place new equipment on this plan not a replacement of any old equipment.

The Library requests on the plan are for 2023. The library has a different budget, a discreet account that is state mandated with a separate levee.

The Paws Animal shelter request is for a medical grade refrigerator in the amount of \$2500-\$4000. The shelter may possibly be able to use funds they have on hand for this purchase. The donations received for the shelter cannot be spent without council approval.

The Roads and Bridges Department request is for a mini excavator and trench box. The Solid Waste Department requests are for the King David Convenience Center, the Parker Bowie Convenience Center, and the Starr Landfill. These projects are all still needed.

The committee is looking at the long range plan to provide the approval or any requested amendments. The first year items in the plan will be in the operating budget voted on this year. During the review of this plan if there are any items coming up for the next 2-3 years council may schedule a meeting with the department heads to find out more details.

The next Planning and Public Works meeting will be held on Friday, March 20, 2020 at 10:00am.

No decisions or votes were taken for this item.

There being no further business, the Planning and Public Works Committee meeting was adjourned at 2:31pm.

_____, Chair

_____ Date

What are Tiny Homes ?

- Stick built
- Less than 400sf
- Permanently attached foundation
- Used as single family dwelling units



Park Model RVs (aka Recreational Park Trailers)

- Trailer-type RV that is designed to provide temporary accommodation for recreation, camping or seasonal use
- Built on a single chassis, mounted on wheels and have a gross trailer area not exceeding 400sf in the set-up mode
- Can be towed by a variety of vehicles



What a Park Model RV is not:

- PMRVs are explicitly excluded from being considered or used as a manufactured home under the codes and regulations of the U.S. Department of Housing and Urban Development (HUD) specially because they are a type of recreational vehicle
- Single family Home built for permanent residency
- Building codes or installation codes that stick built or manufactured homes are required to meet

RV Travel Trailers

- Travel trailers can be towed by a variety of vehicles and are made for a variety of uses, from hauling to vacationing to full-time RVing
- Fifth Wheel
- Lightweight Trailer
- Toy Hauler
- Expandable Trailer
- Class A Motorcoach
- Class B, C, Motorhome



Manufactured Home/ Mobile Home

- Homes built as dwelling units of at least 320 square feet in size with a permanent chassis to assure the initial and continued transportability of the home. Per Department of Housing and Urban Development (HUD)



Individual mobile home:

- Setback – 5 feet from any property line and 30 feet from ROW
- DHEC must approve waste disposal systems (Septic or Sewer) before issued of final subdivision plat or land use permit

➤ Mobile Home Park:

- Minimum acreage is 2 and the number per acre shall not exceed 4 units per acre
- Setback – minimum 5 feet from the park's exterior property lines when buffered
- Entrance setback may be 20 feet when properly buffered
- Roads must be built to county standards
- Parallel parking on one side, road width 24 feet
- Parallel parking both sides, road width 28 feet
- No direct access to a public street or highway. All lots shall access to an interior roadway.
- Mobile home interior lots shall have a minimum of 4,000 sq. ft. and a minimum of 45 feet wide when on public sewer.
- DHEC must approve waste disposal systems (Septic or Sewer) before issued of final subdivision plat or land use permit

Modular Homes

- Modular homes are prefabricated houses that consist of repeated sections called modules. "Modular" is a construction method that involves constructing sections away from the building site, then delivering them to the intended site
- Permanently attached foundation



Single Family Home

➤ A single unit providing complete independent living facilities for one or more person, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes. Per South Carolina Residential Code.



Tiny Homes

- The Code of reference for a site built small house is in the 2018 International Residential Code (IRC) and as a case by case alternate method the 2018 IRC Appendix Q Tiny Houses as allowed by. (2018 IRC Alternate Method per section 104.11.)
- Bare a SC Modular Label (SC Engineered Design constructed in a SC approved manufacturing facility). The unit shall be labeled for Single Family Dwelling Occupancy. (Modular's of closed construction)
- Constructed in a Commercial Facility and be open construction (no concealed framing or mechanical components). Installed on a site built, permitted inspected foundation. Inspections are then required and compliance with the Site built requirements above.

Proposed Camps/RV-Parks Land Use Regulations (Including Tiny Homes on Wheels)

- A recreational vehicle that is no more than 400 square feet that is used for recreational camping or seasonal use. It should never be for permanent residence. Per the Recreational Vehicle Industry Association
- Lease Agreement with the regulations of the Park that includes following language:
 - Unlabeled (ANSI 119.5 as amended) units are not permitted on site
 - Occupancy shall be limited per the manufacturer's label only. (ANSI 119.5 as amended)
 - All units shall be installed per the manufacturer's set up instructions and label (ANSI 119.5 as amended) and each unit's set up instructions shall be made available to Anderson County upon request
 - Each unit shall have a current South Carolina vehicle registration, and registration tag shall be affixed to the unit
 - Sheds and other accessory structures, steps/stairs, decks, or other construction (including flatwork) is required to be permitted and approved through Anderson County prior to installation. These appurtenances are only allowed in the areas designated on the approved site plan (690 sf. minimum area per site)

Proposed Camps/RV-Parks Land Use Regulations

- Camps and recreational vehicles (RV) parks shall comply with the following site and design standards:
- Exposed surfaces shall be covered or protected with vegetative growth capable of preventing soil erosion.
- The site shall be developed in a manner that preserves natural features and landscape.
- The following dimensional requirements shall serve as parameters beyond which development shall not exceed.
- No site shall be located less than 150 feet from drinking water supply or 300 feet from a comfort station.
- Maximum density shall not exceed 15 vehicles per acre, with minimum 10-foot separation.
- Setbacks from Arterial Street 50' Collector 40' Local 20' Rear & Side 50'
- Minimum lot frontage 100'
- Maximum height 35'
- Bufferyards shall be required
- Areas designated for parking and loading or for circulation shall be physically separated from public streets. All one-way drives shall be 12' wide, and two-way drives shall be 20' wide, and shall be located at least 150 feet from any street intersection. All interior streets shall be private and not public, and shall be constructed with a 4" compacted stone travel-way approved by Roads & Bridges. Street grades shall not exceed 12 percent.
- Each park site shall be serviced by public water and sewer or other systems approved by DHEC.
- Durable, watertight, refuse containers, with fly-tight covers sufficient to contain all refuse, shall be provided at each service building and sanitary waste station, or at a central storage area readily accessible and located not more than 300 feet from any camp or picnic site unless provided at the campsite. Refuse containers shall be provided at the rate of eight cubic feet (60 gallons) for each five campsites or the equivalent thereof if containers are provided at individual sites.

End of Presentation