

# Planning Commission



Minutes for the Wednesday, October 19, 2022, Regular Meeting

## *Members of the Planning Commission*

Dr. Christine Crawford

*Chair*

Bob Bigger

Jesse Elliott

Leonard Carter, Jr.

Rett Harbeson

Timothy V. Key

*Vice Chair*

*CITIZEN ASSISTANCE: Individuals requiring special assistance or a sign interpreter to participate in the meeting are asked to please notify the Department of Planning and Development 48 hours prior to the meeting at 803-441-4221.*

1. **Call to Order** – 7:00 p.m.
2. **Roll Call** – Members present were Chairman Dr. Christine Crawford, Commissioners Len Carter, Jesse Elliott, Bob Bigger and Tim Key.
3. **Approval of Minutes** – September 21, 2022 Regular Meeting  
Minutes were approved with changes being made that were discussed.
4. **Confirmation of Agenda** No changes to the agenda
5. **Application PDM22-003 Bergen Place West Subdivision Trees** – Planned Development Minor Modification – A request by Beazley Development Co., Inc. for a minor modification to the Bergen Place West Planned Development. The affected properties are located along Bonhill Street, Connor Street, and Preston Court in Bergen Place West, Section 4.

Mr. Paradise stated this is a minor modification for the general development plan. The PD ordinance says one street tree will be provided per 40ft of street frontage of both sides of street. The species will be determined at the time of preliminary plat. A developer does have the decision between street trees and subdivision trees. A simple way is street trees are between sidewalk and street. Subdivision trees are on the other side of the sidewalk. The developer is having issues with fitting the trees in like they need to be and would like to move the sidewalk over and put in as subdivision tree. They need to get a minor modification to get subdivision trees instead of street trees. Joseph Gulino speaking on behalf of Bill Beazley Homes Inc. He states that they are requesting this in 4 sections of Bergen Place. The section 4 has a root barrier that was added and this section already has houses in it. The root barrier is given the builder a lot of problems due to having a lot of rock out there. So they want to move the trees to the other side. The HOA which the builder manages requires that the homeowner has to keep the tree but if they cut it down they have to replace the tree.

- a. Consideration of the Planned Development Minor Modification application by the Planning Commission

Len Carter made the first motion with the condition that the HOA or Homeowner replace the tree if something was to happen to the tree. Bob Bigger made the second motion. It was approved unanimously with the condition of it being replaced by the HOA or Homeowner if anything happens to the tree.

6. **Application PP22-002 The Hive Infrastructure Plan** – Major Subdivision Preliminary Plat – A request by Martintown M&E, LLC for approval of a major subdivision preliminary plat roadway and infrastructure plan for the Hamrick Farms Planned Development. The request affects approximately 11.4 ac located between West Martintown Road, Knobcone Avenue, and I-20 zoned PD, Planned Development and GC, General Commercial, TPNs 001-20-01-002, 001-20-01-004, 001-20-01-001, 005-14-04-010, and 005-17-01-012.

Mr. Paradise let them know this is The Hive and the site plan was approved a couple months ago but the road was not included at that time. So tonight it is about approving the road for this development. They also are asking for a waiver for Connector Road to not allow parking spaces. There will be a designated parking areas. So they don't have to park on streets. There is also a connector out to Knobcone and there will also be a redlight at end of Knobcone. Also the Road names need to be approved.

John Engler is speaking for the developer. Shane with Cranston Engineering is also there to answer any question. Shane did state they are putting bike lanes on both sides of the T.

- a. Consideration of the Major Subdivision Preliminary Plat application by the Planning Commission

Tim Key made the first motion to approve with conditions of having traffic mitigation being installed, major preliminary plat approval and also the road names of Yellow Jacket Blvd. and Mush Rd. and removal of street parking. Jesse Elliott made second motion. It was approved unanimously with the conditions.

7. **Application MSP22-007 Georgia Avenue Redevelopment** – Site Plan – A request by Brett Brannon for site plan approval for a ±1.8 ac commercial redevelopment along Georgia Avenue, Bluff Avenue, and West Avenue, TPNs 007-14-10-005, 007-14-10-006, 007-14-10-007, and 007-14-10-008, zoned D, Downtown Mixed Use, with portions in the Georgia Avenue Overlay District.

Mr. Paradise stated it is the old carpet shop building. It is 3 parcels that are being developed. The developer is asking for a site plan approval and 2 waivers. The first waiver is allow to exceed the maximum allowable parking spaces on the parcels at Bluff & Georgia ave. The minimum parking spaces is 7 with a maximum of 12 spaces. The request is to allow 26 parking spaces on this parcel. Also the parcel on Bluff and West Ave they want to have 26 parking spaces instead of the maximum allowed amount of 12. The second waiver is that if the first waiver is approved they would like to have parking on pervious surface. The Applicant would also request that any additional parking be allowed to be of an impervious surface instead of pervious. The parking lot is proposed to be asphalt. Also approving the curb cut that is there.

Jillian Ready with JLA Engineering is there to speak about the project and answer any questions. Mrs. Ready stated that being able to use the existing curb cut off of West Ave. So that the side of property is useable. Having a continuous parking lot is best for safety reason.

- a. Consideration of the Site Plan application by the Planning Commission  
Tim Key made the first motion to approve with the waivers requested and Mr. Bob Bigger made the second motion. It was approved unanimously.

## 8. **Staff Report**

- a. September Performance Report  
The Redevelopment Code committee meet this month and next Thursday is meeting for business owners on Georgia Ave to talk about the calming traffic study and in November there will be a meeting with the general public.

9. Adjourn - 7:40pm

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "T. Paradise".

Thomas L. Paradise, Director  
Department of Planning and Development  
Secretary to the Planning Commission



**Project Staff Report**

**PDM22-004 Sweetwater PD Open Space**

**Prepared by: Kuleigh Baker**

**Meeting Date: November 16, 2022**

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**SECTION 1: PROJECT SUMMARY**

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Project Name	Sweetwater Planned Development Open Space Modification
Applicant	John & Melanie Liles
Engineer	NA
Address/Location	Sweetwater Planned Development
Parcel Numbers	010-11-05-002 and 010-15-05-003

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**SECTION 2: PLANNING COMMISSION CONSIDERATION**

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The Planning Commission is being asked to review a request to revise the Planned Development Ordinance for the Sweetwater Planned Development.

This application is being forwarded to the Planning Commission as a minor modification in consideration of the following provisions of the North Augusta Development Code:

**NADC 5.7.5 Subsequent Applications**

See §5.3.7

**5.7.6 Modifications**

A general development plan may be amended as provided in this section.

5.7.6.1 Major modifications to the development plan are changes that affect the content of the general development plan, except as provided in §5.7.6.2. Such modifications shall be reviewed and approved in the same manner as the original general development plan.

5.7.6.2 Minor modifications to the general development plan include changes to the mix of uses, location and sequence of phases and sub phases, and development schedule.

5.7.6.3 The Planning Commission may approve a minor modification to a general development plan at a regular meeting if it is consistent with the criteria for approval in the ordinance approving the PD general development plan.

- a. A minor modification application shall be reviewed in the same manner as the original general development plan. However, no public hearing or public notice shall be required.
- b. An applicant proposing a minor modification involving a shift in density or intensity between phases of a development shall provide a concept plan that shows, at a scale consistent with the general development plan, the street layout, the densities and intensities for each development phase, and compliance with the connectivity ratio in §14.19 for all streets within the proposed development.

Given the revision will not affect the overall density or allowed square footage of development, staff agrees that the modification requested is a minor modification and will not affect the intent of the original General Development Plan.

### **Planning Commission Action**

The Planning Commission is being asked to review the requested modification to determine if the change is consistent with the criteria for approval in the ordinance approving the PD general development plan.

The Planning Commission may approve, approve with modified text, or deny the request.

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## **SECTION 3: PUBLIC NOTICE**

Per NADC Table 5-1, no public notice is required for a Minor Modification of a Planned Development. A notice for the Planning Commission meeting was placed on the City website, [www.northaugustasc.gov](http://www.northaugustasc.gov) on November 10, 2022.

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## **SECTION 4: SITE HISTORY**

The ±274 acre site was originally subject to a Planned Development Ordinance 2001-06, approved on March 19, 2001. Ordinance 2007-016 was approved on October 1, 2007 for a modification to the original Sweetwater development. This modification proposed 11 tracts and eight phases and has largely been completed.

On December 20, 2001, Sweetwater Land Company, LLC recorded a minor subdivision plat that indicated Tracts 1 and 1-A would be allowed to construct one home site on each lot with the condition that the cleared area not exceed 2 acres and be located 100 ft from any state water or wetland with a 50 ft buffer. A Deed of Conservation Easement to the Central Savannah River Land Trust, Inc. placed perpetual conservation easements over Tracts 1 and 1-1, designating 81.92

acres of the Sweetwater Development as perpetual open space except for one single-family home on each of the tracts.

Ordinance 2015-010 was approved on April 20, 2015, to modify the requirements for buffering along the Colonial Gas line easement. A modification, PDM20-01, was approved on September 17, 2020, to allow the subdivision of parcels less than 10 acres. The Master Concept Plans for Utilities and Transportation were revised in 2021 to coincide with Sweetwater Townhomes approval (PP20-005). A modification, PDM21-001, was approved on April 15, 2021 to allow for overnight parking of commercial vehicles on the parcel adjacent to the North Augusta Hotel site. Overall, a significant portion of the PD has been completed. However, there are several out-parcels and small parcels remaining to develop.

John and Melanie Liles purchased Tracts 1, 1-A, and 2-A on January 28, 2021 and wish to permit the construction of a single-family home on each lot. This application is a request for approval of a modification to the specific development standards within the approved Sweetwater PD Ordinance to permit the construction of one single-family home on each of Tracts 1, 1-A, and 2-A. A complete history has been provided in the applicant’s request letter.

## SECTION 5: EXISTING SITE CONDITIONS

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	<u>Existing Land Use</u>	<u>Future Land Use</u>	<u>Zoning</u>
Subject Parcel	Commercial and Multi-family Residential Uses	Mixed Use	PD, Planned Development
North	Residential	Single Family Residential	RD, Residential Multi-Family Development
South	Industrial, Residential and Commercial	Mixed Use and Single Family Residential	IND, Industrial; UD, Urban Development
East	Vacant, Residential	Single Family Residential	RD, Residential Multi-Family Development
West	Commercial	Mixed Use	GC, General Commercial; PD, Planned Development

**Access** – Access to the tracts that are the subject of this application are to be provided through a series of easements indicated on Exhibits A, B, and D-J of the attachments.

**Topography** – The subject property is heavily wooded and has not been developed.

**Utilities** –The property owner will be responsible for any extension or connection that will be made to service the new home construction.

**Floodplain** – The subject property is not located within a federally designated floodway.

**Drainage Basin** – This property is within the Franklin Branch Basin, which has good water quality rating per the 2014 Water Quality Assessment & Watershed Plan. A more detailed report was not included in the 2007 baseline survey. Storm drainage for Sweetwater has generally been handled through a regional detention pond system for the overall project.

## SECTION 6: STAFF EVALUATION AND ANALYSIS

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The request presented in this modification is to allow for a single-family residence to be constructed on Tracts 1, 1-A, and 2-A in the area designated as open space for the Sweetwater Planned Development. No other revisions to the PD are requested at this time.

The existing PD in force on the site, PDM Ord. 2021-002, states the following:

### **B. DEVELOPMENT PROGRAM:**

<u>Phase</u>	<u>Description</u>	<u>Area in Acres</u>	<u>Total Units / Square Feet</u>	<u>Average Density / Intensity</u>	<u>Maximum Density / Intensity</u>
R1	Single-Family Residential	20.24	100	4.94 dua	8 dua
R2	Single-Family Residential	19.09	112	5.87 dua	8 dua
R3	Single-Family Residential	24.96	100	4.01 dua	8 dua
R4	Single-Family Residential	10.16	53	5.22 dua	8 dua
R5	Single-Family Residential	16.41	63	3.84 dua	8 dua
R6	Multi-family Residential	28.02	300	10.71 dua	16 dua

R7	Sweetwater Commons	34.43	184	5.34 dua	16 dua
R8	Sweetwater Townhomes	13.39	77	5.75 dua	16 dua
R9	Snelling Parcel	8.16	79	9.68 dua	16 dua
--	Residential Live Work and Flex Units	--	147	--	--
C1	Commercial	45.97* *(Removed Snelling parcel)	484,680	10,500 sf/ac	10,500 sf/ac
C2	Commercial	30.35	318,675	10,500 sf/ac	10,500 sf/ac
--	Open Space (3 parcels)	62.29	--	--	--

Development Program Definitions:

**Dua** – dwelling units per acre. Residential units are expressed as number of dwelling units.

**Maximum density** – The maximum number of units that may be constructed per acre on a parcel or in a single subdivision excluding open space.

**Average Density** – The total number of units that may be constructed per gross acre.

**Total Density** – The total number of units that may be constructed in a phase.

**Intensity** – The total number of gross square feet of non-residential building that may be constructed per acre. Intensity is expressed as gross square feet.

C. Permitted Uses:

<i>Phase</i>	<i>Description</i>	<i>Uses</i>
R1 through <b>R9</b>	<del>Single-Family</del> Residential	<u>Permitted</u> – Single-family residential including detached patio homes and townhouses, parks, schools, meeting facilities, recreation areas, and churches. Neighborhood commercial as permitted in the C-2 zone provided the use is located on an

		intersection of a collector road. Accessory uses to any permitted use. The Highway Corridor Overlay District standards shall apply to all parcels <del>containing commercial uses</del> . Multi-family development as allowed by the Planning Commission.
C1 and C2	Commercial	<u>Permitted</u> – Any use permitted in the C-3, General Commercial, District and accessory uses thereto. Residential flex units above the first floor are permitted if allocated. The Highway corridor Overlay district standards shall apply to all parcels fronting on US 25, Walnut Lane, Sweetwater Boulevard and internal collectors.
--	Open Space	<u>Permitted</u> – Open space, forest and wetland areas, stormwater detention, recreation, trails, etc.

Staff recommends that the phasing be altered to state the following:

**B. DEVELOPMENT PROGRAM:**

<u>Phase</u>	<u>Description</u>	<u>Area in Acres</u>	<u>Total Units / Square Feet</u>	<u>Average Density / Intensity</u>	<u>Maximum Density / Intensity</u>
R1	Single-Family Residential	33.00	0	0.00	8 dua
R2	Single-Family Residential	19.09	0	0	8 dua
R3	Single-Family Residential	24.96	0	0	8 dua
R4	Single-Family Residential	10.16	0	0	8 dua
R5	Single-Family Residential	0	0	0	8 dua
R6	Multi-family Residential	28.02	300	10.71 dua	16 dua

R7	Sweetwater Commons	34.43	184	5.34 dua	16 dua
R8	Sweetwater Townhomes	13.39	77	5.75 dua	16 dua
R9	Snelling Parcel	8.16	79	9.68 dua	16 dua
--	Residential Live Work and Flex Units	--	147	--	--
C1	Commercial	54.32	570,360	10,500 sf/ac	10,500 sf/ac
C2	Commercial	30.35	318,675	10,500 sf/ac	10,500 sf/ac
--	<b><u>Open Space</u></b> <b><u>(3 parcels)</u></b>	<b><u>62.29</u></b>	<b><u>3</u></b>	--	--

C. Permitted Uses:

<i>Phase</i>	<i>Description</i>	<i>Uses</i>
R1 through R9	Residential	<u>Permitted</u> – Single-family residential including detached patio homes and townhouses, parks, schools, meeting facilities, recreation areas, and churches. Neighborhood commercial as permitted in the C-2 zone provided the use is located on an intersection of a collector road. Accessory uses to any permitted use. The Highway Corridor Overlay District standards shall apply to all parcels containing commercial uses. Multi-family development as allowed by the Planning Commission.
C1 and C2	Commercial	<u>Permitted</u> – Any use permitted in the C-3, General Commercial, District and accessory uses thereto. Residential flex units above the first floor are permitted if allocated. The Highway corridor Overlay district standards shall apply to all parcels fronting on US 25, Walnut Lane, Sweetwater Boulevard and internal collectors.
--	Open Space	<u>Permitted</u> – Open space, forest and wetland areas, stormwater detention, recreation, trails, etc. <b><u>One single-family residential on each of the three Open Space parcels.</u></b>

### Staff Evaluation

*Staff is not required to provide a recommendation for the modification. All information following is provided for reference only.*

- *Staff notes that this revision, as currently written, would apply to all land within the PD. The most recent modification, PDM21-01, is included for reference.*
- *As currently written, the PD prohibits residential uses in the area designated as open space.*
- *No conceptual design has been provided by the applicant. Staff notes that a more detailed residential site plan will be required for approval by Staff for formal review and permitting.*
- *The Overall/Master Concept Plan for the PD will need to be revised to show the new configuration, if approved. Engineering will approve the conceptual utility layout and Planning will approve the road configuration and overall use designations.*
- *The original Planned Development allowed for a total density of 875 residential units. Several acres at the rear of the property that were originally slated as residential development are now subject to a Conservation Easement. It does not appear that this area will be developed at this time, however, the City does not have control of the easement and cannot definitively guarantee it will not be developed. This would allow for approximately 11.7 of the 62.3 acres to be developed as 3 single-family residential homes instead of 100 units on Tracts 1 and 1-A shown in previous iterations of the PD Ordinance.*

## SECTION 7: ATTACHMENTS

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1. Application Materials
2. Applicant version of text for Ordinance Resolution
3. Staff version of the text for Ordinance Resolution

Cc: John and Melanie Liles, via email

Kevin E. Pethick, Austin & Pethick Law Firm, PC, via email





Subject Parcels

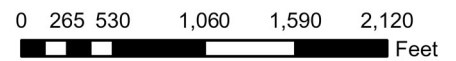
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010 15 05 003

010 12 04 004



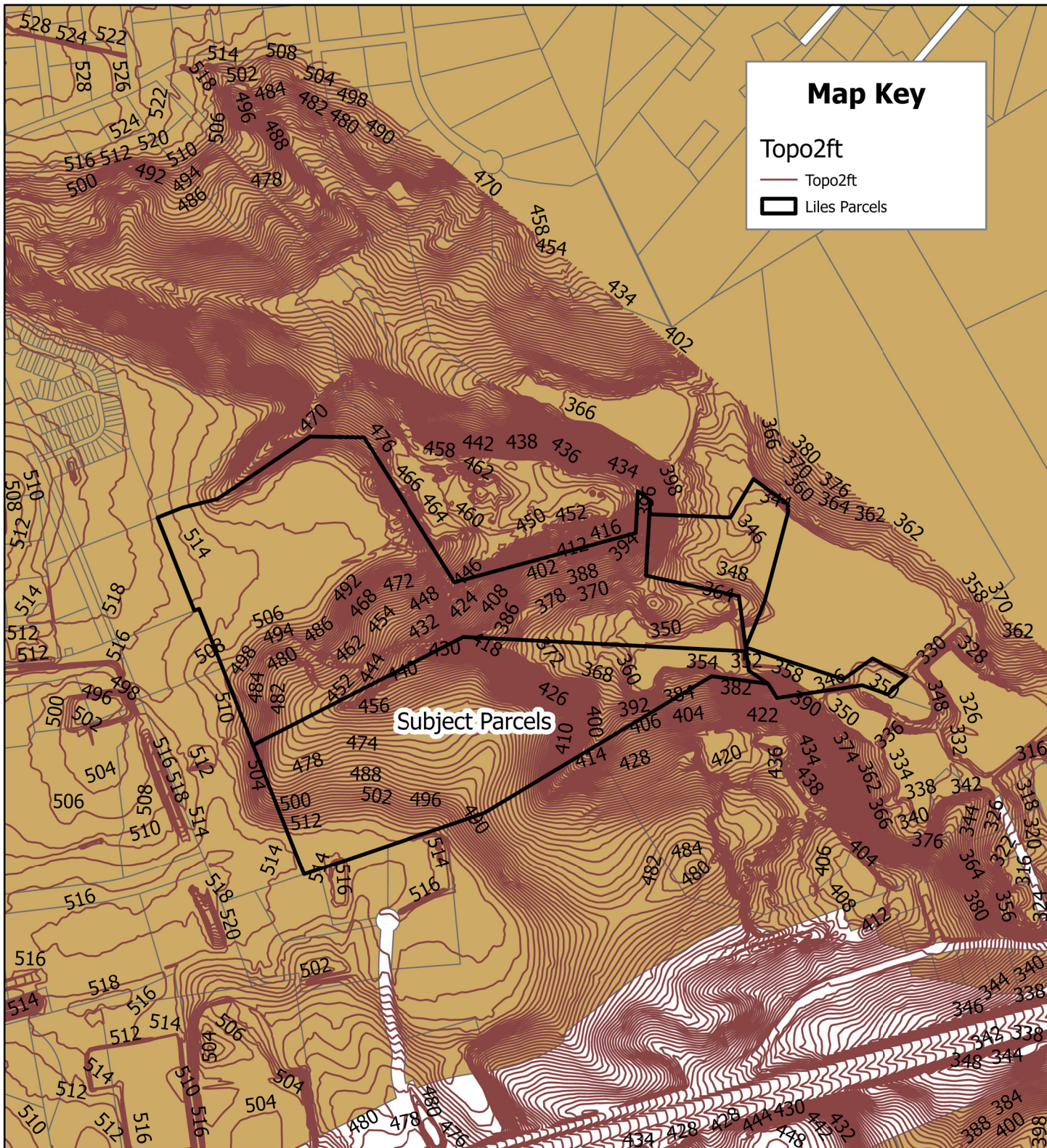
Aerial Map  
 Application Number PDM22-004  
 Sweetwater Planned Development  
 Open Space  
 TPNs 010-11-05-002, 010-15-05-003,  
 and 010-12-04-004



10/25/2022 3:34 PM







**Map Key**

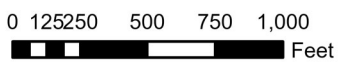
Topo2ft

- Topo2ft
- ▭ Liles Parcels

Subject Parcels



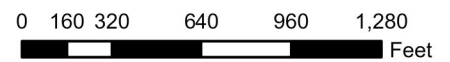
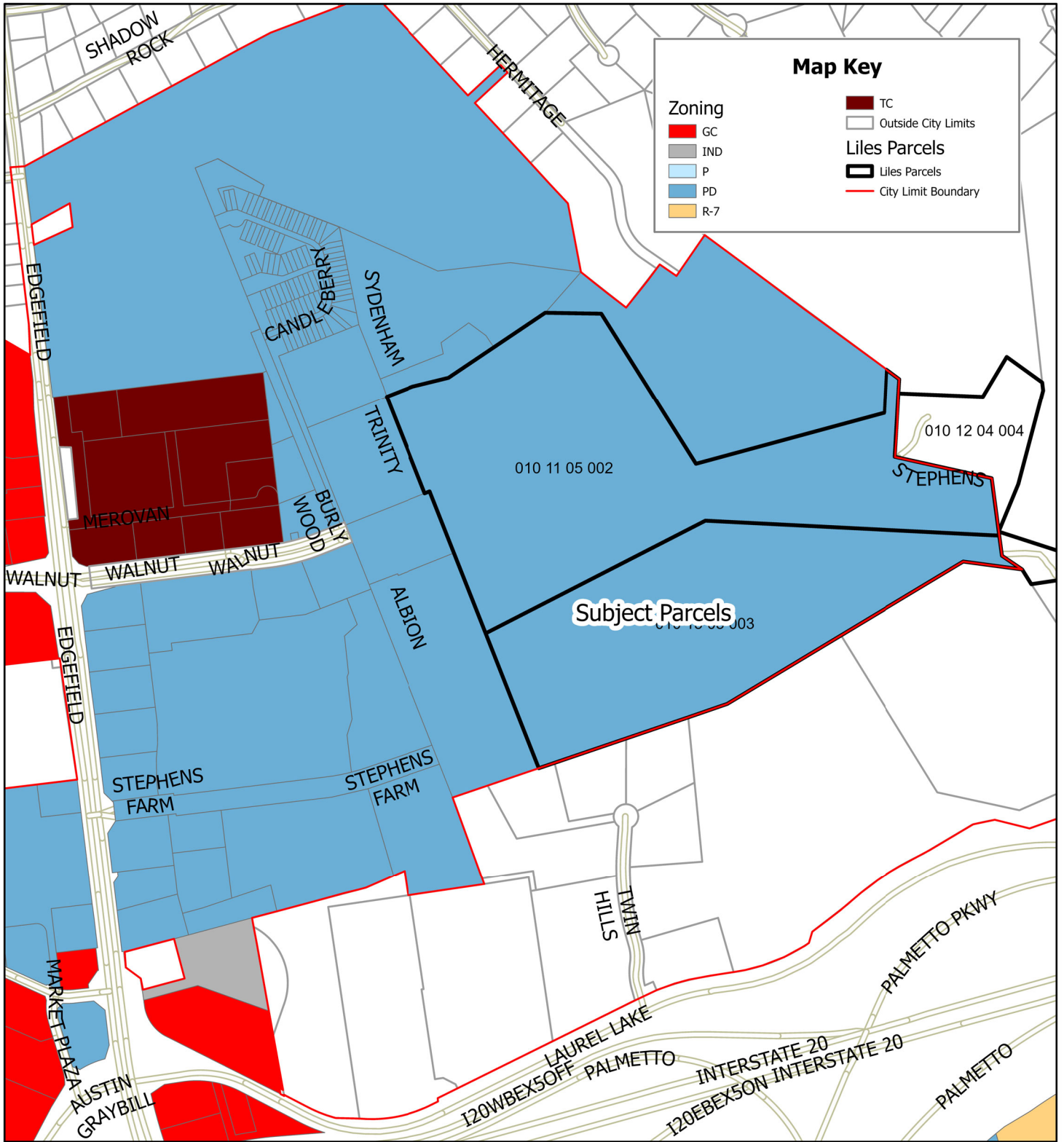
Topography Map  
 Application Number PDM22-004  
 Sweetwater Planned Development  
 Open Space  
 TPNs 010-11-05-002, 010-15-05-003, and  
 010-12-04-004



10/25/2022 3:34 PM







10/25/2022



**Zoning Map**  
 Application Number PDM22-004  
 Sweetwater PD Open Space  
 TPNs 010-11-05-002, 010-15-05-003  
 Zoned PD, Planned Development  
 TPN 010-12-04-004 Aiken County



# Application for Development Approval

Please type or print all information



**Staff Use**

Application Number PDM22-004

Date Received 10-21-22

Review Fee 1250.00

Date Paid 10-21-22

1. Project Name Sweetwater PD Modification on Behalf of John & Melanie Liles  
Project Address/Location 10 Stephens Estate, North Augusta, SC 29860  
Total Project Acreage \_\_\_\_\_ Current Zoning Planned Development (PD)  
Tax Parcel Number(s) 010-11-05-002;010-15-05-003;010-12-04-004

2. Applicant/Owner Name John & Melanie Liles Melanie: (229)942-6001  
Applicant Phone John: (229)942-4492  
Mailing Address 10 Stephens Estate  
City North Augusta ST SC Zip 29860 Email mjliles95@gmail.com

3. Is there a Designated Agent for this project?  Yes  No  
If Yes, attach a notarized Designation of Agent form. (required if Applicant is not property owner)

4. Engineer/Architect/Surveyor n/a License No. \_\_\_\_\_  
Firm Name \_\_\_\_\_ Firm Phone \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

5. Is there any recorded restricted covenant or other private agreement that is contrary to, conflicts with or prohibits the use or activity on the property that is the subject of the application?  
(Check one.)  yes  no

6. In accordance with Section 5.1.2.3 of the North Augusta Development Code, I hereby request the City of North Augusta review the attached project plans. The documents required by the City of North Augusta, as outlined in Appendix B of the North Augusta Development Code, are attached for the City's review for completeness. The applicant acknowledges that all required documents must be correct and complete to initiate the compliance review process.

7. Melanie A. Liles 10/20/22  
Applicant or Designated Agent Signature Date

Melanie A. Liles  
Print Applicant or Agent Name

# Designation of Agent

Please type or print all information



This form is required if the property owner is not the applicant.

### Staff Use Only

Application Number PDM 22-004

Date Received 10-21-22

1. Project Name Sweetwater PD Modification on Behalf of John & Melanie Liles

Project Address/Location 10 Stephens Estate, North Augusta, SC 29860

Project Parcel Number(s) 010-11-05-002;010-15-05-003;010-12-04-004

Melanie: (229)942-6001

2. Property Owner Name John & Melanie Liles Owner Phone John: (229)942-4492

Mailing Address 10 Stephens Estate, North Augusta, SC 29860

City North Augusta ST SC Zip 29860 Email mjliles95@gmail.com

3. Designated Agent Kevin E. Pethick

Relationship to Owner Attorney for property owners John & Melanie Liles

Firm Name Austin & Pethick Law Firm, PC Phone 803-640-6914

Agent's Mailing Address 115 Hearthstone Drive

City Aiken ST SC Zip 29803 Email kevin@austinpethick.com

Agent's Signature Kevin E. Pethick Date 10/17/2022  
Kevin E. Pethick (Oct 17, 2022 16:43 EDT)

4. I hereby designate the above-named person (Line 3) to serve as my agent and represent me in the referenced application.

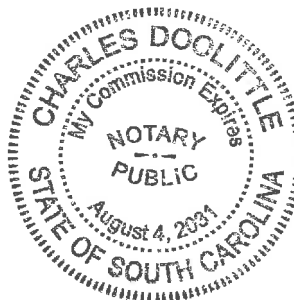
Melanie A. Liles  
Owner Signature

10/20/2022  
Date

5. Sworn and subscribed to before me on this 20<sup>th</sup> day of October, 2022.

CM Daulton  
Notary Public

8-4-2031  
Commission Expiration Date



EXPLANATION OF REQUEST TO AMEND THE PLANNED DEVELOPMENT  
ORDINANCE FOR THE SWEETWATER DEVELOPMENT

A. B&H Land Co., LLC submitted the original general development plan for the 277.5± acre Sweetwater Planned Development located on the east side of US 25 approximately ¼ mile North of Interstate 20 (the “**Sweetwater Development**”) and it was approved by the North Augusta City Council (the “**Council**”) on March 19, 2001 via Ordinance 2001-06 (as modified several times by both Minor and Major Modifications, the “**Sweetwater PD Ordinance**”)

B. On March 9, 2005, Sweetwater Land Company, LLC (“**SLC**”) purchased a portion of the Sweetwater Development from B & H Land Co, LLC, being a 101.52 acre tract shown and designated as “Tract 1” on that certain plat recorded in Bk. 49 at Pg. 40 in the RMC Office of Aiken County (see **Exhibit A** attached hereto); and

C. On December 20, 2011, SLC recorded a Minor Subdivision Plat in Bk PL 56, Pg 323 in the RMC Office of Aiken County (the “**SLC Plat**”) (see **Exhibit B** attached hereto), which plat was approved and stamped by the City of North Augusta (the “**City**”) and served to subdivide Tract 1 into 4 separate parcels, being Tract 1 (47.05 acres), Tract 1-A (34.87 acres), Tract B (14.7 acres) and Tract A (4.89 acres). When the City approved the SLC Plat, it included a Note on the plat indicating that **Tracts 1 and 1-A will each be allowed to construct one homesite on those lots** subject to the condition and restriction that, *“the cleared area shall not be more than 2.00 acres, and must be at least 100 feet from any state water or wetland area, and 50 feet shall remain as a buffer to the state waters and wetlands”* (the “**SLC Plat Conditions**”),

D. When the City Planning and Development Department (“**Planning and Development**”) approved the SLC Plat, an error was made during the SLC Plat’s approval process, as the North Augusta Development Standards Ordinance (“**Development Standards**”) required Planning Commission approval of the proposed minor subdivision of property within the Sweetwater Development, prior to being submitted, which was not done. In spite of this, the SLC Plat was still stamped for approval by the appropriate City official and the City assigned all four Tracts a tax parcel ID number and it identified each of them as properly created lots on its GIS property registration system. As a result of one City Official placing a stamp of approval on the SLC Plat and other city officials processing the subdivision plat as a legal plat by assigning parcel numbers and acknowledging the new lots created, subsequent purchasers of the lots were unaware that the Plat had not been approved by the City’s Planning Commission, as was required by the Sweetwater PD Ordinance North Augusta Development Standards Ordinance. This is because standard residential real estate closing procedures do not require closing attorneys to search the zoning records to determine if a property is subject to a PD ordinance, or whether a plat was properly approved by the Planning Commission in accordance with the PD ordinance requirements.

E. SLC subsequently recorded a Deed of Conservation Easement to the Central Savannah River Land Trust, Inc. in Bk. RB 4386 at Pg. 1705 and amended by the First Amendment to Conservation Easement in Bk. RB 4405 at Pg. 1362, (Deed of Conservation Easement and First Amendment to Conservation Easement shall be collectively referred to as the “**Conservation Easement**”) in the RMC Office of Aiken County, (attached hereto as “**Exhibit C**”) which placed

perpetual conservation easements over Tracts 1 and 1-A, meaning that 81.92 total acres of the Sweetwater Development originally permitted for residential development will now be perpetually used as open space. However, the Conservation Easement also permitted the owners of those Tracts to construct one new single family home on each of those Tracts, subject to certain conditions, outlined within Article III(A)(3B), that, *“(1) no New Construction will significantly impact the Conservation Values protected by this easement; (2) no New Construction shall take place within (100) feet of any naturally-occurring waterway, including Horse Creek and its tributaries; (3) all New Construction will be consistent with zoning restrictions and building codes established by Aiken County; (3) no building may exceed fifty (50) feet in height; and that (4) reasonable means of access may only be provided utilizing the existing roadway and the access easement outlined on the Plat. No road nor right of way may be wider than thirty (30) feet or constructed of impervious material”; and (4) "reasonable permanent means of access to permitted improvements is permitted, provided that: existing roadways and access easements are utilized wherever possible. No road nor right of way may be wider than thirty (30) feet or constructed of impervious material" (the “**Conservation Easement Conditions**”).*

F. On December 10, 2014, B & H Land Co, LLC recorded a subdivision plat in Bk 58, Pg 230 in the RMC Office of Aiken County, which plat was approved and stamped by Planning and Development, and created a 20.83 acre lot know as Tract 2-A (“**Tract 2-A Plat**”) (see **Exhibit D** attached hereto). Tract 2-A was also a portion of the Sweetwater Development.

G. When Planning and Development approved the Tract 2-A Plat, an error was made during the Plat’s approval process, as the Development Standards required Planning Commission approval of the minor subdivision of property within the Sweetwater Development, prior to being submitted to Planning and Development, which was not done, but the Tract 2-A Plat was still stamped for approval by the appropriate City Official and the City assigned the new lot a tax parcel ID number and identified it as a properly created lot on its GIS property registration system. As a result of one City Official placing a stamp of approval on the plat and other city officials processing it as a legal plat by assigning a tax parcel ID number and acknowledging the new lots created, subsequent purchasers of the lots were harmed in the same manner set forth in the last 2 sentences of Section D above.

H. On January 28, 2021, John and Melanie Liles (the “**Liles**”) purchased Tracts 1 & 1-A as described in the SLC Plat and Tract 2-A as described in the Tract 2-A Plat, pursuant to a certain deed recorded in Bk. RB 4903, Pg. 828, (attached hereto as “**Exhibit E**”) in the RMC Office of Aiken County. Upon examination of title and the aforementioned plats, the Liles were of the reasonable belief that Tracts 1, 1-A, and 2-A were all legally created lots pursuant to lawfully recorded plats that permitted the construction of a single family home on each lot, and the Liles were unaware that those plats had not been presented to the Planning Commission for approval pursuant to the PD requirements and Development Standards. In the Spring of 2022, the Liles sought to obtain a building permit for a residential structure they intended to construct on a portion of Tract 1, and to their surprise, they were told that the permit could not be issued because Tract 1 is not a buildable lot.

I. The original Development Plan for the Sweetwater Development allowed for a density of up to 875 residential units and required at least 25% of the property to be left as open space. Upon placing Tracts 1 and 1-A into a Conservation Easement, the developer reduced the total residential

density of those tracts from over 100 units per tract to 1 unit per tract, which significantly reduced the overall density of the development. This also placed open space restrictions on approximately 81.92 acres within the Sweetwater Development, which benefits the open space requirements of the entire Sweetwater Development and helped ensure that the overall open space plans of the development will far exceed the City's original requirements.

J. The Liles desire to affirm their right and ability to construct one single family home on each of Tracts 1, 1-A and 2-A by re-submitting the previously approved plats for those Tracts to the Planning Commission for both approval of the Plats themselves and for permission to construct one single family residence on each of those Tracts, subject to compliance with the conditions and requirements of the SLC Plat Conditions and the Conservation Easement Conditions, along with other applicable requirements and conditions of the City of North Augusta Code of Ordinances;

K. The Liles have submitted an application as the current owners of Tracts 1, 1-A and 2-A requesting approval of a modification of specific development standards within the approved Sweetwater PD Ordinance to permit the construction of one single family home on each of Tracts 1, 1-A and 2-A; and

L. The application filed by the Liles impacts only the Tracts that they personally own within the Sweetwater Development and has no impact on any other property therein, nor does it modify any other terms of the Sweetwater PD Ordinance.

M. Tommy Paradise, Planning and Development Director for the City, asked the Liles to demonstrate "*how this portion of the property will be accessed.*" In response to this request, we identify the following legal means by which the Liles have access to their property below:

- a. See the **Tract 2-A Plat**, attached as **Exhibit D**, which demonstrates that Tract 2-A has legal access to the property over Hermitage Lane, which is a 50' R/W access through the Pinewood Plantation;
- b. See the Plat of "**Tract B-1**"- 6.365 acres" recorded in PB 37, Pg 307-2 (attached hereto as "**Exhibit F**"), which shows the location of a 20' ingress and egress easement that serves Tract B-1 (also owned by the Liles) as well as Tracts 1 & 1-A owned by the Liles and provides access across other properties to Sourwood Drive;
- c. See the Plat prepared for Mark & Linda Stephens recorded in PB 565, Pg 81 (attached hereto as "**Exhibit G**"), which shows the location of a 20' ingress and egress easement that serves and 8.95 acre tract having PIN # 010-12-04-004 (also owned by the Liles) and provides access to Sourwood Drive;
- d. See the Plat prepared for Melanie and John Liles showing a 2.54 acre tract being a portion of PIN # 010-12-04-004 (also owned by the Liles), which plat is recorded in PB 62, Pg 694 and is (attached hereto as "**Exhibit H**"), which shows the location of a 20' ingress and egress easement that provides access to Sourwood Drive;



- e. See the Access Easement Agreement recorded in Bk RB 4531, Pg 1853, (attached hereto as “**Exhibit I**”, which grants the access easement described in **Exhibit H**.
- f. See the Permanent Access Easement Agreement recorded in Bk RB 4386, Pg 1691 (attached as “**Exhibit J**”), which grants the 100’ Ingress-Egress Easement described in the SLC Plat attached as **Exhibit B**, as well as the 20’ ingress egress easement across Tract 1-A for the benefit of Tract 1 as shown on **Exhibit A**.

Sincerely,

*Kevin E. Pethick*

---

Kevin E. Pethick  
Attorney for John & Melanie Liles  
[kevin@austinpethick.com](mailto:kevin@austinpethick.com)





**EXHIBIT "A"**

ALL that lot or parcel of land with improvements thereon, situate, lying and being in the State of South Carolina, in the City of North Augusta, County of Aiken, being shown and designated as Tract 1 containing 47.05 acres, more or less, and Tract 1-A containing 34.87 acres, more or less, on a plat recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 56, Page 323; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Said property is conveyed subject to the following:

A THIRTY FOOT (30') SETBACK/BUFFER ALONG THE WESTERN BOUNDARY LINE OF THE PROPERTY (SUCH BOUNDARY LINE BEING ADJACENT TO TRACT A CONTAINING 4.89 ACRES AND TRACT B CONTAINING 14.70 ACRES) AS SHOWN ON THE AFORESAID PLAT. NO BUILDINGS, FENCES OR OTHER IMPROVED STRUCTURES MAY BE ERECTED WITHIN THIS SETBACK/BUFFER AREA.

Said property is hereby conveyed subject to any and all other easements and restrictions of record in the aforesaid Clerk's office.

This being the same property conveyed to Mark Abraham Summers by deed of Sweetwater Land Company, LLC, dated 12/3/2014 and recorded on 12/8/2014 in Book/Volume 4531, at pages 1844-1849, aforesaid RMC Office.

Tax map & parcel number: 010-11-05-002 & 010-15-05-003

ALSO, All that certain piece, parcel or tract of land, situate, lying and being in the County of Aiken, State of South Carolina, approximately 6 miles North of the City of North Augusta, County and State of South Carolina, and containing 2.54 acres, as shown on a plat prepared by William H. McKie, III P.L.S., dated 11/24/2020 and recorded in the RMC for Aiken County, South Carolina in Book 62, Page 694; reference being made to said plat for a more complete and accurate description as to the metes, bounds and location of said property.

SEE EXHIBIT "A" CONTINUED

**EXHIBIT "A"**  
**CONTINUED**

Included as a part of this conveyance and subject to is a non-exclusive easement, 20 feet in width, for the purpose of ingress, egress and regress over and across Tract "E", from Thomas Stephens Estate Subdivision, property of the grantor, and leading from Sourwood Drive and extending in a Northerly direction for a total distance of 852.60 feet down to a point where it intersects with other property of the grantees, all of which is more fully shown on survey plat made for Mark A. & Linda T. Stephens by William H. McKie, III, RLS, dated January 22, 1990, which said plat is made a part and parcel hereof by reference thereto and recorded herewith in Misc. Book 565, page 81, records of the RMC Office for Aiken County, South Carolina.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

This being a portion of that property conveyed in that certain deed recorded in Book 4785, Page 2030, aforesaid records.

Tax Map No. Portion of 010-12-04-002

ALSO, ALL that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina being shown and designated as Tract "2-A" containing 20.83 acres on a plat prepared for Mark Abraham Summers by William H. McKie, III, PLS dated October 23, 2006 and recorded December 10, 2014 in Plat Book 58, Page 230, Aiken County Records (the "Property"). Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

TOGETHER WITH a thirty foot (30') nonexclusive and perpetual easement for ingress, egress and regress from the Property to a public right of way over the remaining property of the Grantor.

BEING the same property conveyed to Mark Abraham Summers by deed of B and H Land Co., LLC dated 12/15/2014 and recorded 12/16/2014 in Book 4532, page 2015-2018, aforesaid records.

Said property is conveyed subject to and with notice of the following matters: a) drainage easements, building setback lines, and all other matters shown on the plat of record; b) general utility easements and road right-of-way grants and easements.

Tax Parcel No. 010-11-05-004

STATE OF GEORGIA )  
COUNTY OF COLUMBIA )

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 4 tracts, Aiken, South Carolina, bearing Aiken County, Tax Map Number 010-11-05-002, 010-15-05-003, Portion of 010-12-04-002, & 010-11-05-004, was transferred by Dotti B. Summers, as Trustee of the Dotti B. Summers Revocable Trust FBO James Allen Hughey, dated June 6, 2019 and Mark Abraham Summers to John B. Liles and Melanie A. Liles on January 22, 2021.
3. Check one of the following: The deed is
  - (a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b)  subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c)  exempt from the deed recording fee because (See Information section of affidavit); \_\_\_\_\_  
(If ~~exempt~~, please skip items 4-7, and go to item 8 of this affidavit)

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

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section on this affidavit):

- (a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$298,200.00.
- (b)  The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
- (c)  The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.

5. Check Yes  or No  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(B)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes", the amount of the outstanding balance of this lien or encumbrance is: \$ \_\_\_\_\_.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in Item 4 above here: \$298,200.00
- (b) Place the amount listed in item 5 above here: \$0.00  
(If no amount is listed, place zero here)
- (c) Subtract line 6(b) from line 6(a) and place result here: \$298,200.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$1104.45.

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

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 22nd day  
of January, 2021.

Kristie Lynn Addison  
Notary Public for Georgia



William M. Shearouse  
Responsible Person Connected with the Transaction  
Print or type the above name here

**AIKEN COUNTY ASSESSOR**  
 Tax Map:  
 010-11-05-002 PORTION

**AIKEN COUNTY GIS**  
 Tax Map:  
 010-11-05-002  
 010-11-05-003  
 010-15-05-002



**2011028466**  
 RIGHT OF WAY/ EASEMENT  
 RECORDING FEES \$10.00  
 STATE TAX \$0.00  
 COUNTY TAX \$0.00  
 PRESENTED & RECORDED:  
**12-29-2011 04:52 PM**  
 JUDITH WARNER  
REGISTER OF DEEDS CONVEYANCE  
AIKEN COUNTY, SC  
 BY: LYNN STEMBRIDGE DEPUTY  
**BK: RB 4386**  
**PG: 1691 - 1693**

Prepared By and Return To:
Michael E. Fowler, Jr. Hull Barrett, P.C. 7004 Evans Town Center Blvd, 3 <sup>rd</sup> Floor Evans, GA 30809 8594-86

**PERMANENT ACCESS EASEMENT AGREEMENT**

THIS PERMANENT ACCESS EASEMENT AGREEMENT (the "Agreement") is made this <sup>29<sup>th</sup></sup> day of December, 2011, by Sweetwater Land Company, LLC, a South Carolina limited partnership ("Declarant").

**RECITALS**

A. Declarant is the fee simple owner of those certain tracts of land, shown as Tract A, Tract B, Tract 1, Tract 1-A, and Tract 3, as each of the same are more particularly described individually on that certain Plat prepared for Sweetwater Land Company, LLC by William H. McKie, III, P.L.S., dated October 23, 2011, last revised December 15, 2011, said Plat being recorded in the Aiken County, South Carolina RMC Office in Bk: PL56, Pg: 323 ("Plat").

Derivation: Said tracts being a portion of the same property conveyed to Sweetwater Land Company, LLC by deed of B and H Land Co., LLC, dated March 9, 2005, and recorded March 10, 2005, in Deed BK: 2496, Page 179 (TMS Number: Portion of 010-11-05-002).

B. Declarant wishes to establish certain easements, covenants and obligations with respect to said tracts as more particularly shown on said Plat and as set forth below.

1. **Permanent Access Easements.** Declarant hereby establishes a permanent access easement for nonexclusive vehicular and pedestrian access, ingress, and egress over and across Tract B for the benefit of Tract 1 and Tract 1-A as such easement is shown on the Plat as a "100' Ingress-Egress Easement". Declarant also hereby establishes a permanent access easement for nonexclusive vehicular and pedestrian access, ingress, and egress over and across Tract 1 for the benefit of Tract 1-A as such easement is shown on the Plat as a "30' Ingress-Egress Easement".

2. **Benefits and Burdens Running With Land.** The benefits and burdens, rights and obligations, easements and restrictions created by this Agreement shall be appurtenant to and run with and burden and be binding upon Declarant, and shall inure to the benefit of and be binding upon those claiming by, through, or under them. The covenants, agreements, terms, provisions and conditions of this Agreement shall bind and benefit the successors in interest of the Declarant hereto with the same effect as if mentioned in each instance, it being understood and agreed that upon any transfer of ownership of all or any part of any of the tracts, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Agreement.

3. **Remedies for Breach.** The terms and conditions of this Agreement shall be enforceable by the Grantor, their successors and/or assigns, by actions for specific performance or injunction, in addition to any other remedies available at law.

4. **No Waiver.** No delay or omission by Declarant, or their successors and/or assigns, in exercising any right or power accruing upon any noncompliance or failure of performance by any successor party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof.

5. **No Dedication or Third Party Rights.** Nothing in this Agreement is intended nor shall it constitute a dedication of any portion of the Declarant's property nor the right to use any portion of the Declarant's property to the general public for any public use or purpose whatsoever, nor shall any land owner claim, any right to continued usage of the easements granted herein, whether by prescription or other adverse or any other non-consensual interest whatsoever.

6. **Usage Rights.** The right to use the easements granted herein may be extended to each successor party and/or their tenants, subtenants, suppliers, contractors, invitees, customers, agents, employees and any other persons having contact with the activities being conducted on the Declarant property.

7. **Amendment to Agreement.** This Agreement may be amended only by a written agreement executed by the Declarant, or their successors and/or assigns, and properly recorded in the Aiken County, South Carolina Register of Deeds.

8. **Miscellaneous.** This Agreement shall be construed under South Carolina law. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of Declarant. All recitals contained at the beginning of this Agreement are an integral part of this Agreement and are fully incorporated into the body of this Agreement.

**Signatures on page(s) to follow**



IN WITNESS WHEREOF, the undersigned have executed the foregoing Agreement the day and year first above written.

*Rhonda Darnell*  
Witness

*Jason Spantone*  
Witness

Sweetwater Land Company, LLC

By: *[Signature]*  
Print Name: Joel T. Presley  
Title: Operating Manager

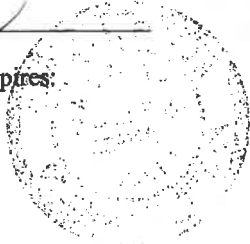
State of Georgia            )  
  )  
County of Columbia        )

Acknowledgment

I, Michael E. Fowler, Jr., a notary public for the State and County aforesaid, do hereby certify that Joel T. Presley personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 27<sup>th</sup> day of December, 2011.

*[Signature]*  
Notary Public  
My Commission Expires:



(Notarial Seal)

17  
 AIKEN COUNTY ASSESSOR  
 Tax Map:  
 010-11-05-002 PORTION

Return to:  
 CSRLT  
 PO Box 148  
 Augusta, GA 30903

AIKEN COUNTY GIS  
 Tax Map:  
 010-11-05-002  
 010-12-04-001  
 010-15-05-003



**2011028470**  
 CONSERVATION EASEMENT  
 RECORDING FEES \$23.00  
 PRESENTED & RECORDED:  
**12-29-2011 04:52 PM**  
 JUDITH WARNER  
REGISTER OF MESSSE CONVEYANCE  
 AIKEN COUNTY, SC  
 BY: LYNN STEMBRIDGE DEPUTY  
**BK: RB 4386**  
**PG: 1705 - 1721**

STATE OF SOUTH CAROLINA

COUNTY OF EDGEFIELD

### DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (herein "Conservation Easement") is made this *29th* day of December 2011, by and between SWEETWATER LAND COMPANY, LLC, whose address is PO Box 6033, North Augusta, SC 29861 (hereinafter "Grantor") and THE CENTRAL SAVANNAH RIVER LAND TRUST, INC., a Georgia nonprofit corporation, with an address of PO Box 148, Augusta, GA 30903 (hereinafter "Grantee").

### RECITALS

A. Grantee is a nonprofit corporation established for the purpose of promoting the preservation of environmentally valuable and sensitive lands, recreational lands, agricultural lands, lands of historic or cultural importance, and open space in the Central Savannah River Area watersheds for charitable, scientific, educational and aesthetic purposes.

B. Grantor owns in fee simple certain real property in Edgefield County, South Carolina, totaling approximately 117.10 acres, more or less, and more particularly described as Tract 1 – 47.05 acres, Tract 1-A – 34.87 acres, and Tract 3 – 35.18 acres (hereinafter each being collectively or individually referred to as "Tract" and/or "Tracts") as each are shown on that certain Plat thereof prepared for Sweetwater Land Company, LLC by William H. McKie, III, P.L.S., dated October 23, 2011, and last revised December 15, 2011 (hereinafter "Plat"), said Plat being recorded in the Aiken County, South Carolina RMC Office in Bk: PL56, Pg: 323 (hereinafter "Property"). [Derivation: Said tracts being a portion of the same property conveyed to Sweetwater Land Company, LLC by deed of B and H Land Co., LLC, dated March 9, 2005, and recorded March 10, 2005, in Deed BK: 2496, Page 179 (TMS Number: Portion of 010-11-05-002)].

C. Grantor is willing to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the land and contiguous water areas of the

Property, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement.

D. Grantor and Grantee recognize the conservation values of the Property in its present state, including:

1. Wetlands Protection,
2. Buffer Protection & Protection of Water Quality,
3. Protection of Wildlife Habitat, and
4. Recreational Potential,

due to its containment of several ponds, feeder streams and drainages to Horse Creek; the maturity and health of its forests and riparian buffers; its broad range of flora and fauna; and its availability for use as a passive recreational area, including its connection to the City of North Augusta's Greenway system at Walnut Lane Extension.

E. Due in part to its aforementioned conservation values, Grantor and Grantee recognize preserving the Property in its present state will yield significant public benefit including:

- 1) preservation of the water quality of Horse Creek and its tributaries;
- 2) preservation of the scenic and natural landscape for viewing and enjoyment along US Highway 25, Walnut Lane Extension, and Sweetwater Boulevard; and
- 3) preservation and enhancement of wildlife habitat for ecological and recreational purposes.

F. Grantee is a tax exempt public charity under Section 501(c)(3) of the Internal Revenue Code, is authorized by the laws of the state of South Carolina to accept, hold and administer conservation easements, possesses the authority to accept and is willing to accept this Conservation Easement under the terms and conditions hereinafter described, and is a "qualified organization" and an "eligible donee" within the meaning of Section 170(h)(3) of the Internal Revenue Code and regulations promulgated thereunder;

NOW, THEREFORE, as an absolute gift of no monetary consideration but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Property together with the right to preserve and protect the conservation values of the Property.

The purposes of this Conservation Easement are to preserve and protect the conservation values of the Property and to maintain permanently the dominant woodland, scenic, open, and natural character of the Property, including land and water resources; to protect plants and animals and plant and animal communities on or affected by the property's management; and to prevent any use of the Property that will

significantly impair or interfere with the conservation values or interests of the property. To achieve these purposes, the following conditions and restrictions are set forth:

#### **ARTICLE I. DURATION OF EASEMENT**

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land and is enforceable by Grantee against Grantor, his personal representatives, heirs, successors and assigns, lessees, agents and licensees.

#### **ARTICLE II. RIGHTS OF GRANTEE**

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this easement:

- A. To preserve and protect the conservation values of the Property;
- B. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Article VI; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- C. To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to remedies set forth in Article VI.

#### **ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on, or use of, the Property inconsistent with the purposes of this Conservation Easement is prohibited. Development that would significantly impair or interfere with the conservation values of the Property is prohibited.

**A. Restrictions on the Property.** The following activities and uses are expressly prohibited.

- 1. Industrial Use.** Industrial activities are prohibited.
- 2. Signage.** Display of billboards, signs or advertisements is prohibited on or over the Property, except the posting of no trespassing and similar

signs, signs identifying the conservation values of the Property and/or identifying the Grantor as owner of the Property.

**3. Construction, Residential and Institutional Use.** Construction, Residential and Institutional Use is prohibited, except as provided in this paragraph.

**3A. Replacement of Existing Improvements**

The maintenance, repair, and replacement (collectively "Maintenance") of buildings, fences, roads, trails, barns and sheds, and other improvements which were located on the Property as of the date of this Easement (more particularly identified in the Baseline Document Report) which may be necessary for the activities permitted by this Easement, is permitted subject to the prior approval of the Grantee, provided that:

- 1) no Maintenance will significantly impact the Conservation Values protected by this easement;
- 2) no Maintenance shall take place within one hundred (100) feet of any naturally-occurring waterway, including Horse Creek and its tributaries;
- 3) all Maintenance will be consistent with zoning restrictions and building codes established by Aiken County;
- 4) no building may exceed fifty (50) feet in height;
- 5) all fencing, roads, trails, or other improvements will be maintained, replaced or repaired in their original approximate size and general location. If any or all of such facilities are removed or destroyed, Grantor may replace them with similar structures of the same approximate size in the same general locations. No big game proof fences (6 feet or higher) will be allowed;
- 6) any road constructed for temporary use will be reclaimed and restored to its original condition, within six (6) months after discontinued use; and
- 7) reasonable permanent means of access may only be provided utilizing the existing roadways. No road nor right of way may be wider than thirty (30) feet or constructed of impervious material.

### **3B. New Construction**

The construction of one (1) new single family home on each of the three Property (3) tracts identified herein (hereafter "New Construction") is permitted, subject to the prior approval of the Grantee, provided that:

- 1) no New Construction will significantly impact the Conservation Values protected by this easement;
- 2) no New Construction shall take place within one hundred (100) feet of any naturally-occurring waterway, including Horse Creek and its tributaries;
- 3) all New Construction will be consistent with zoning restrictions and building codes established by Aiken County;
- 3) no building may exceed fifty (50) feet in height; and that
- 4) reasonable means of access may only be provided utilizing the existing roadway and the access easement outlined on the Plat. No road nor right of way may be wider than thirty (30) feet or constructed of impervious material.

Additionally, the construction, repair, and replacement of recreational structures including trails, hunting blinds, picnic tables, observation platforms, and such other ancillary structures as are reasonable and generally associated with a private recreational, hunting, and/or fishing property in the area of the Property (collectively "Recreational Structures") is permitted.

The total footprint for all development, including all buildings and maintained grounds, will not exceed ten percent (10%) of the total acreage of each individual Tract (i.e. a maximum of 4.705 acres on Tract 1, a maximum of 3.487 acres on Tract 1-A, and a maximum of 3.518 acres on Tract 3).

**4. Dumping.** Disposal of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or other materials on the property is prohibited.

**5. Mineral Use, Excavation, Dredging.** There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock peat, minerals or other materials; and no change in the topography of the land.

**6. Water Quality and Drainage Patterns.** There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, subsurface water or any other water bodies, except as permitted in this paragraph. There shall be no activities conducted on the Property or on adjacent property if owned by Grantor which would be detrimental to water purity or which would alter natural water levels, drainage, sedimentation and/or flow in or over the Property or to Horse Creek, or cause soil degradation or erosion.

Grantor may improve water resources on the Property if such improvement is necessary or beneficial for wildlife, private recreation, agricultural use, or domestic fisheries on the Property pursuant to the terms of this Easement and provided such improvements uphold the stated Conservation Values of the Property and are in compliance with all applicable laws and regulations.

In addition, Grantor may construct one or more ponds on the Property, so long as such ponds support and do not impair the stated Conservation Values of the Property and are built and maintained in accordance with State and Federal permits, guidelines, and regulations using Best Management Practices. Grantor shall submit plans for any new proposed pond or other disturbance of natural features to Grantee for its review prior to commencement, which review shall be limited to consideration of the impact of the proposed activity on the Conservation Values of the Property.

To protect water quality, a one hundred (100) foot (or larger, as provided by current state and federal regulations) buffer of natural vegetation will be maintained at the edge of any perennial waterways as measured from the top of the bank. Within this buffer, there shall be (a) no buildings or substantial structures, (b) no storage of compost, manure, fertilizers, chemicals, machinery, or equipment, (c) no removal of trees except removal of invasive species or dead, diseased, or dying trees, or trees posing an imminent human health or safety hazard, and (d) no cultivation or other earth-disturbing activity except as may be reasonably necessary for wetland or stream bank restoration, erosion control pursuant to a government permit, fencing along or within the buffer area, construction and maintenance of stream crossings that do not restrict water flow, creation and maintenance of foot or horse trails with unimproved surfaces, and dam construction to create ponds. Limited mowing to control non-native species or protect trees and other plants is permitted.

Stream crossings for the movement of livestock are permitted but shall not exceed thirty (30) feet in width on an individual basis.

**7. Industrial, Commercial, Horticultural, and Agricultural Use.** Except as permitted in this paragraph, all industrial and commercial activities,

excepting commercial agricultural, silvicultural, horticultural use, and livestock production, are prohibited. Any and all permitted commercial uses must:

- 1) not in any way degrade the Conservation Values protected by this Easement
- 2) be conducted in compliance with current Best Management Practices; and
- 3) must meet all applicable state and federal laws, plans, practices, guidelines, and regulations.

All activities affecting the forest and tree cover of the Property must be outlined in a Forest Management plan developed by a registered Forester, a copy of which must be made available in advance to the Grantee, and must be conducted in a manner that maintains healthy forest conditions over time and preserves the stated Conservation Values of the Property.

Grantor may cut trees for posts and poles for use on the Property, cut and gather dead, dying and downed trees for firewood for personal use on the Property, and cut or prune trees and brush which constitute a hazard to persons, property, or roads.

All other proposed tree cutting, including the cutting and removal of trees to abate disease or infestation, to perpetuate a healthy forest, or to provide or enhance diverse habitat for wildlife and any for-profit or not-for-profit timber harvest and forest management activities must be conducted in accordance with current Best Management Practices, promulgated by the South Carolina Forestry Commission, provided such activity is reasonably consistent with the timber management standards of the IRC, IRS Revenue Rulings, and IRS private letter rulings.

**8. Disturbance of Natural Features.** Any change, disturbance, alteration or impairment of the natural, scenic, and aesthetic features, except as provided in subparagraph A6 of this article, is prohibited.

**9. Building, Road, Fence and Path Construction.** The construction of buildings, fences and roads are prohibited except as specifically provided for in this paragraph, in subparagraph A3 of this section, and for the construction of firebreaks and fire roads built by the South Carolina Forestry Commission or the U.S. Forest Service in an emergency situation.

Grantor may maintain and replace existing roads and bridges at the same location with roads and bridges of like size and composition. Construction and maintenance of roads shall be limited to normal practices for non-



paved roads, such as removal of dead vegetation, necessary pruning or removal of hazardous trees and plants, application of permeable materials necessary to correct erosion, placement of culverts, water control structures, and bridges and maintenance of roadside ditches.

**10. Subdivision.** Grantor covenants and agrees that each of the three (3) Tracts of the Property shall each be held by one owner as a single undivided tract of land, except as provided in this paragraph. Grantor shall not indirectly subdivide the Property through the creation of a horizontal property regime or by other means.

Notwithstanding the foregoing, any subdivision of the Property under this Section shall not extinguish the terms of this Easement, it being the intent of Grantor that this Easement shall perpetually encumber the whole of all three (3) Tracts of the Property.

Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered divisions of the Property, provided that Grantee is made party to the deed creating the boundary line adjustment and at least one of the following conditions is met: (a) The entire adjacent parcel is subject to a recorded open-space easement owned by Grantee; or (b) The proposed boundary line adjustment shall have been reviewed and approved in advance by the governing body of Grantee.

#### **ARTICLE IV. RESERVED RIGHTS**

Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from his ownership of the Property, including the right to engage in, or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement.

#### **ARTICLE V. MEDIATION**

**A. Mediation.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to a proper court for the appointment of a trained and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

**1. Purpose.** The purpose of the mediation is to (a) promote discussion between the parties; (b) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (c) assist the parties to develop proposals which will enable them to arrive at a mutually

acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement.

**2. Participation.** The mediator may meet with the parties and their counsel jointly or *ex parte*. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator.

**3. Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

**4. Time Period.** Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

**5. Costs.** The costs of the mediator shall be borne equally by Grantor and Grantee; the parties shall bear their own expenses, including attorneys' fees, individually.

## **ARTICLE VI. GRANTEE'S REMEDIES**

**A. Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee. No persons other than Grantee shall have any third party beneficiary rights or any right to enforce the provisions hereof.

**B. Injunctive Relief.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex

parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

**C. Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

**D. Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this Article without prior notice to Grantors or without waiting for the period provided for cure to expire.

**E. Scope of Relief.** Grantee's rights under this Article apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 6.B, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**F. Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action Grantee shall bear all costs.

**G. Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**H. Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

**I. Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including,

without limitation, fire, flood, storm, and earth movement, or from any prudent action, taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the property resulting from such causes.

#### **ARTICLE VII. PUBLIC ACCESS**

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose whatsoever. It is anticipated that the public will benefit from scenic enjoyment of the property from adjoining properties, roadways, and public facilities, however.

#### **ARTICLE VIII. EXHIBITS, DOCUMENTATION AND TITLE**

**A. Legal Description.** The Plat of the Property referred to in the Recitals above shall be deemed incorporated herein and made a part hereof by reference.

**B. Easement Documentation Report.** The parties acknowledge that the Central Savannah River Land Trust's Baseline Documentation Report, a copy of which is on file at the office of the Grantee, accurately establishes the uses, structures, conservation values and condition of the Property as of the date hereof.

**C. Title.** The Grantors covenant and represent that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; and that the Property is free and clear of any and all encumbrances, except those encumbrances of record, and Grantor covenants that the Grantee shall have the use of and enjoyment of all of the benefits derived from and arising out of the aforesaid Conservation Easement.

#### **ARTICLE IX. COSTS, LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE**

**A. Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

**B. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

**C. Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of his knowledge:

1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the property;
2. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;
3. Grantor and the Property are in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;
4. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
5. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

**D. Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

**E. Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and Georgia's hazardous waste statutes.

**F. Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) any breach of the obligations, covenants, representations, and warranties of paragraphs 8.A. through 8.E.

#### **ARTICLE X. EXTINGUISHMENT AND CONDEMNATION**

**A. Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with paragraph B.

**B. Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph A., the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement at the time of this grant to the value of the Property.

**C. Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in

connection with the taking or in lieu of purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the equation set forth in paragraph 9.B.

**D. Application of Proceeds.** Grantee shall use any proceeds received under the circumstances described in this Article in a manner consistent with its conservation purposes, which are exemplified by this grant.

#### **ARTICLE XI. ASSIGNMENT**

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Georgia's Uniform Conservation Easement Act (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, Grantee shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least thirty (30) days prior to the date of such assignment. The failure of Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

#### **ARTICLE XII. SUBSEQUENT TRANSFERS AND ZONING APPLICATIONS**

**A. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer.

**B. Exercising Reserved and Permitted Rights.** Grantor, for himself, his heirs, successors and assigns, further agrees to notify Grantee in writing of any plans to exercise any of the following rights outlined in Article III of this Easement at least thirty (30) days prior to the inception of any activity, including:

1. Building or Road Construction
2. Alteration to Water Patterns
3. Silvicultural Harvest
4. Boundary Line Adjustment
5. Subdivision

Grantee must grant written approval of said plans before any of the aforementioned rights may be exercised by Grantor. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**C. Notice of Zoning Applications and Building Permits.** Grantor, for himself, his heirs, successors and assigns, further agrees to notify Grantee in writing of any request to obtain a building permit or to amend the zoning of the property at least thirty (30) days prior to the filing of such a request with the appropriate Aiken County agencies. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

### **ARTICLE XIII. RECORDATION**

Grantee shall record this instrument in timely fashion in the official records of Aiken County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

### **ARTICLE XIV. GENERAL PROVISIONS**

**A. Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the state of South Carolina.

**B. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**D. Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

**E. No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**F. Joint Obligation.** The obligations imposed by this Easement upon Grantor and his heirs, successors and assigns, shall be joint and several.

**G. Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include,



respectively, the above-named Grantor and his personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

**H. Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**I. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**J. Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Central Savannah River Land Trust, Inc., its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, his personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be executed in their respective names by authority duly given, and their corporate seal affixed, the day and year above written.

TO BE EFFECTIVE upon the date of recordation in the official records of Aiken County, South Carolina.

— SEE ATTACHED SIGNATURE PAGE —





1. By deleting subparagraph 3A(5) "Replacement of Existing Improvements" of Article III A3 thereof in its entirety and inserting in lieu thereof the following:

5) all fencing, roads, trails, or other improvements will be maintained, replaced or repaired in their original approximate size and general location. If any or all of such facilities are removed or destroyed, Grantor may replace them with similar structures of the same approximate size in the same general locations. No big game proof fences (6 feet or higher) will be allowed, excepting for those fences which may be customarily used to protect the agricultural and animal husbandry activities permitted in this Easement;

2. By deleting subparagraph 3A(7) "Replacement of Existing Improvements" of Article III A3 thereof in its entirety and inserting in lieu thereof the following:

7) reasonable permanent means of access to permitted improvements is permitted, provided that: existing roadways and access easements are utilized wherever possible. No road nor right of way may be wider than thirty (30) feet or constructed of impervious material.

3. By deleting subparagraph 3B(4) "New Construction" of Article III A3 thereof in its entirety and inserting in lieu thereof the following:

4) reasonable permanent means of access to permitted improvements is permitted, provided that: existing roadways and access easements are utilized wherever possible. No road nor right of way may be wider than thirty (30) feet or constructed of impervious material.

4. By deleting the last paragraph of Article III A3 thereof in its entirety and inserting in lieu thereof the following:

The total footprint for all development, including all buildings, landscaped lawns and gardens (excepting agricultural areas), pools, patios, and other similarly domesticated outdoor areas (collectively "Maintained Grounds"), will not exceed ten percent (10%) of the total acreage of each individual Tract (i.e. a maximum of 4.705 acres on Tract 1, a maximum of 3.487 acres on Tract 1-A, and a maximum of 3.518 acres on Tract 3).

5. By inserting the following paragraph into **Article III A7**:

Any for-profit or not-for-profit agricultural, horticultural, or animal husbandry activities must be conducted in accordance with current Best Management Practices, promulgated by the appropriate South Carolina agencies, provided that: 1) such activities are reasonably consistent with the corresponding standards of the IRC, IRS Revenue Rulings, and IRS private letter rulings, and 2) that such activities do not have a deleterious effect on the stated Conservation Values of the Property.

6. By deleting the first paragraph of **Article III A9** thereof in its entirety and inserting in lieu thereof the following:


The construction of buildings, fences and roads are prohibited except as specifically provided for in this paragraph, in subparagraph A3 of this section, and for the construction of firebreaks and fire roads built by the South Carolina Forestry Commission or the U.S. Forest Service in an emergency situation. Fences, paddocks, and roads typically associated with the proper care of livestock, erected to protect the conservation values of the property, and those required by local, state or federal law are permitted.

7. Remaining terms and provisions of the Conservation Easement unaffected hereby shall remain in full force and effect.

In witness whereof, Grantor and Grantee have caused this First Amendment to be duly executed under seal by their respective authorized parties and, where appropriate, their corporate seals affixed, the day and the year first above-written as the date hereof.

SEE ATTACHED SIGNATURE PAGE




**2014026339**  
 AGREEMENT  
 RECORDING FEES \$11.00  
 PRESENTED & RECORDED  
**12-08-2014 08:30 AM**  
 JUDITH WARNER  
REGISTER OF MESSG CONVEYANCE  
 AIKEN COUNTY, SC  
 BY: LYNN STEMBRIDGE DEPUTY  
**BK: RB 4531**  
**PG: 1853 - 1857**

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT, made and entered into this <sup>5<sup>th</sup></sup> day of November 2014, by and between JIMMY SUMMERS AND DOTTI BERNIECE SUMMERS, AS CO-TRUSTEES OF THE SUMMERS FAMILY TRUST DATED JULY 11, 1985 (hereinafter collectively "Grantor"), and MARK ABRAHAM SUMMERS (hereinafter "Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter the "Grantor's Land"); and

WHEREAS, Grantee is the owner of that certain tract of land more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter "Grantee's Land"); and

WHEREAS, Grantee and Grantor desire to establish certain permanent, non-exclusive easements for pedestrian and vehicular access, ingress and egress servicing Grantee's Land over a portion of the Grantor's Land; and

WHEREAS, Grantor has, subject to the terms and conditions of this Agreement, agreed to grant such easements to Grantee;

NOW, THEREFORE, for and in consideration of the premises contained herein, the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid by Grantee to Grantor, the receipt and sufficiency of which being hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby declares, establishes, creates, grants and conveys to Grantee, for the benefit of and as an appurtenance to the Grantee's Land, a non-exclusive perpetual right, privilege and easement (hereinafter referred to as the "Access Easement") for vehicular and pedestrian access, ingress and egress to and from the Grantee's Land in, on, over, upon, across and through that twenty foot (20') ingress – egress easement known as Stephens Estates (Private Road 105) to the point that it intersects with Sourwood Drive (County Road 2088) (the "Easement Area"). The Grantor acknowledges and agrees that to the extent that Stephens Estates is not located on the Grantor's Property (including which include the easement tract described thereon), Grantor shall provide Grantee will reasonable access in close proximity thereof as necessary to access the Grantee's Property and the "Easement Area" shall include such additional property.

2. Grantor warrants that it is the owner of fee simple title to the Grantor's Land, subject to easements and other matters of record, and that it has the full right and authority to grant the easements herein contained.

3. The terms and conditions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, successors, grantees, and assigns, and shall be deemed to benefit and burden and run with the title of the Grantee's Land and the Grantor's Land.

4. This Easement Agreement shall be construed under and in accordance with the laws of the State of South Carolina.

TO HAVE AND TO HOLD, the said bargained Easement Agreement, together with all and singular the rights and entitlements thereof, to the same being, belonging, or in anywise appertaining to, the only proper use, benefit, and behoof of Grantee, its heirs, legal representatives, successors and assigns.

[Signatures Commence on Next Page]



IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the date set forth above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Witness: [Signature]

11,

Notary: Jacob Matthews

GRANTOR:

[Signature] (LS)  
Jimmy Summers, Co-Trustee of the  
Summers Family Trust dated July  
1985

[Signature] (LS)  
Dotti Berniece Summers, Co-Trustee  
of the Summers Family Trust dated  
July 11, 1985

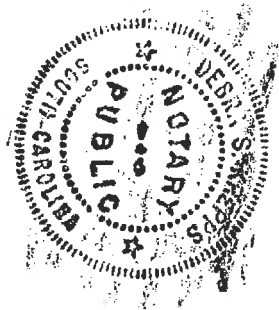
STATE OF SC )  
COUNTY OF AIKEN )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantors sign, seal and as the Grantors' act and deed, deliver the within-written instrument for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this  
5<sup>th</sup> day of December, 2014.

[Signature]  
Notary Public for SC  
My Commission Expires: 10/30/23

[Signature]  
Witness



Doc #: 81112; V. 1

EXHIBIT A

GRANTOR'S LAND

ALL that certain piece, parcel, or tract of land, situate, lying and being in the County of Aiken, State of South Carolina, approximately 6 miles North of the City of North Augusta, County and State of South Carolina, and containing 41.56 acres, being designated as Tract C upon a certain plat prepared by Joe L. Grant, R.L.S. on May 27, 1972 and, according to said plat, to bound (now or formerly) as follows: On the Northwest by lands of Laurie S. (Mrs. W.H.) McElmurray; on the Northeast and Southeast by Tract E, said plat, being conveyed unto Carroll T. Stephens; on the South by Tract D, said plat, being conveyed unto Donna M. Stephens; and on the West in part by lands of Francis Stephens and in part by Tracts A and B, said plat, being conveyed unto T. Alva Stephens.

AND, ALSO, a non-exclusive easement, 20 feet in width, for purpose of ingress, egress and regress over and across Tract "E" from Thomas Stephens Estate Subdivision, property of the grantor, and leading from Sourwood Drive and extending in a Northerly direction for a total distance of 852.60 feet down to a point where it intersects with other property of the grantees, all of which is more fully shown on survey plat made for Mark A. & Linda T. Stephens by William H. McKie, III, RLS, dated January 22, 1990, which said plat is made a part and parcel hereof by reference thereunto and recorded herewith in Misc. Book 565, page 81, records of the RMC Office for Aiken County, South Carolina.

BEING the same property conveyed to Jimmy Summers and Dotti Berniece Summers, as Co-Trustees of the Summers Family Trust dated July 11, 1985 by deed of Mark A. Stephens aka Mark Alan Stephens dated January 10, 2008 and recorded January 15, 2008 in Record Book 4182, Page 1735, Aiken County Records.

Tax Parcel No. 010-12-04-002

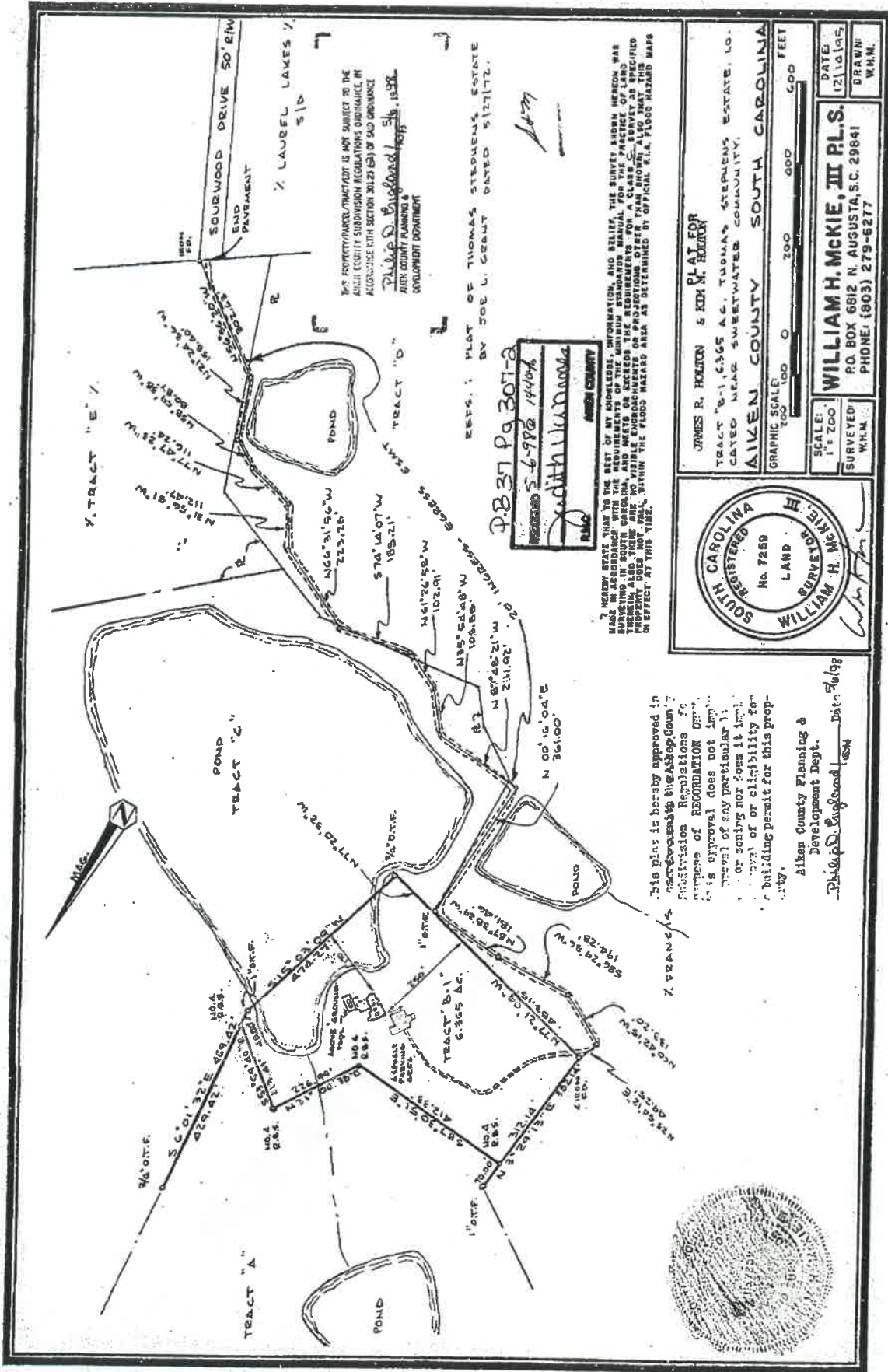
EXHIBIT B

GRANTEE'S LAND

ALL those certain pieces, parcels or tracts of land, with any improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina, being shown and designated as Tract 1 containing 47.05+/- acres and Tract 1-A containing 34.87+/- acres on a plat prepared for Sweetwater Land Co., LLC by William H. McKie, III, P.L.S. said plat being last revised December 15, 2011 and recorded December 20, 2011 in Plat Book 56, Page 323, Aiken County Records. Reference is made to said plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING the property conveyed to Mark Abraham Summers by deed of Sweetwater Land Company, LLC dated December 3, 2014 and recorded December 8, 2014 in Record Book 4531, Page 1844, Aiken County Records.

Tax Parcel No. 010-11-05-002  
010-15-05-003



THIS PROPERTY/TRACT/LOT IS NOT SUBJECT TO THE Aiken County Subdivision Regulations Ordinance, BY ACQUISITION WITH SECTION 30.23 (3) OF SAID ORDINANCE.

*Philip D. Engstrand* 5/6, 10/88  
Aiken County Planning & Development Department

REFS.: PLAT OF THOMAS STEPHENS' ESTATE BY JOE L. CROFT DATED 5/11/72.

P.B. 37 Pg. 301-a  
RECORDED 5-6-98 @ 14004  
*William H. McKie, III*  
Aiken County

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS FOR SURVEYS OF LAND IN THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS C SURVEY AS SPECIFIED THEREIN. I ALSO STATE THAT THE PROPERTY DESCRIBED HEREON IS NOT A FLOOD HAZARD AREA, AS DETERMINED BY OFFICIAL F.L.A. FLOOD HAZARD MAPS IN EFFECT AT THIS TIME.

This plat is hereby approved in accordance with the Aiken County Subdivision Regulations Ordinance of RECOMBINATION Ordinance. Approval does not imply approval of any particular lot, or zoning nor does it imply any of or eligibility for building permit for this property.

Aiken County Planning & Development Dept.

*Philip D. Engstrand* 10/84 Dat. 7/6/98

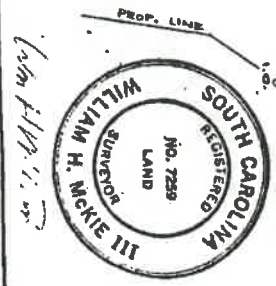
<p><b>SOUTH CAROLINA REGISTERED LAND SURVEYOR</b> No. 7269 <b>WILLIAM H. MCKIE, III</b></p>		<p><b>JAMES R. HOLZON &amp; KIM M. HEALY</b></p>
		<p>TRACT 8-1, 6365 AC. THOMAS STEPHENS' ESTATE, LOCATED NEAR SWEETWATER COMMUNITY, AIKEN COUNTY SOUTH CAROLINA</p>
<p>GRAPHIC SCALE: 1" = 200'</p>		<p>DATE: 12/11/15</p>
<p>DATE: 12/11/15</p>		<p>DRAWN: W.H.M.</p>
<p>DATE: 12/11/15</p>		<p>PHONE: (803) 279-6277</p>



I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ARE CORRECT AND THERE ARE NO ENCUMBRANCES OR PROJECTIONS OTHER THAN THOSE SHOWN, AND THAT THIS PROPERTY DOES NOT FALL WITHIN THE FLOOD HAZARD AREA AS DETERMINED BY OFFICIAL F.I.A. FLOOD HAZARD MAPS IN EFFECT AT THIS TIME.

Pursuant to the subdivision regulations of Aiken County, South Carolina, all requirements herein are fulfilled, this final plat was given approval by the Aiken County Planning Commission as delineated in the Aiken County Planning & Development Department on 10/19/72 *[Signature]*

Aiken County Planning & Development Department



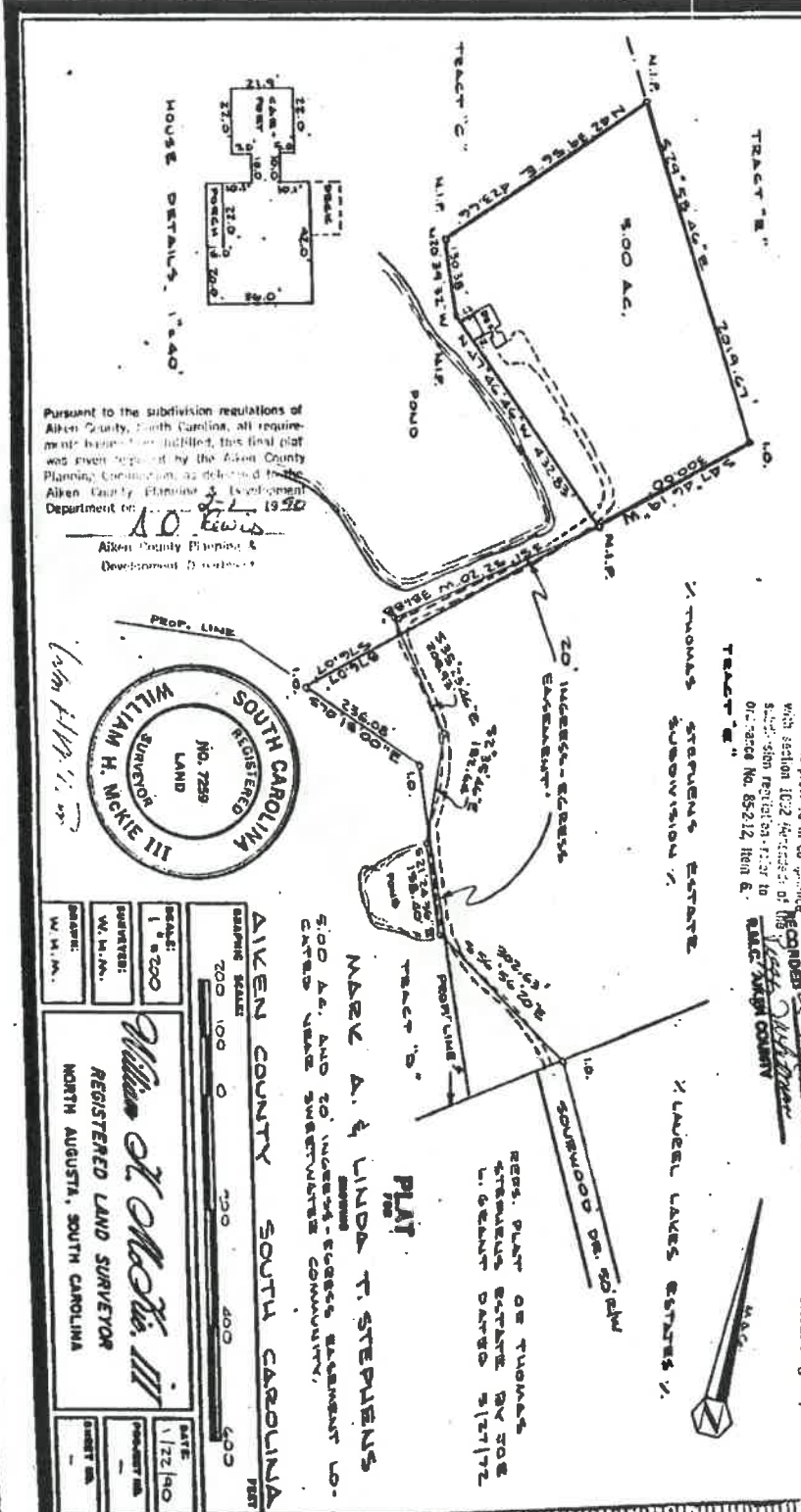
**WILLIAM H. MCKIE III**  
REGISTERED LAND SURVEYOR  
NO. 7259  
SOUTH CAROLINA

**WILLIAM H. MCKIE III**  
REGISTERED LAND SURVEYOR  
NORTH AUGUSTA, SOUTH CAROLINA

DATE: 10/19/72  
PROJECT NO. 172190  
SHEET NO. 1

**MARE A. & LINDA T. STEPHENS**  
5.00 AC. AND 20 INCESS-SUGGS ESTATE LOT 10-  
CATED VARS SWEETWATER COMMUNITY.

**PLAT**  
REPT. PLAT OF THOMAS STEPHENS ESTATE BY 208 L. DEAN DATED 5/27/72



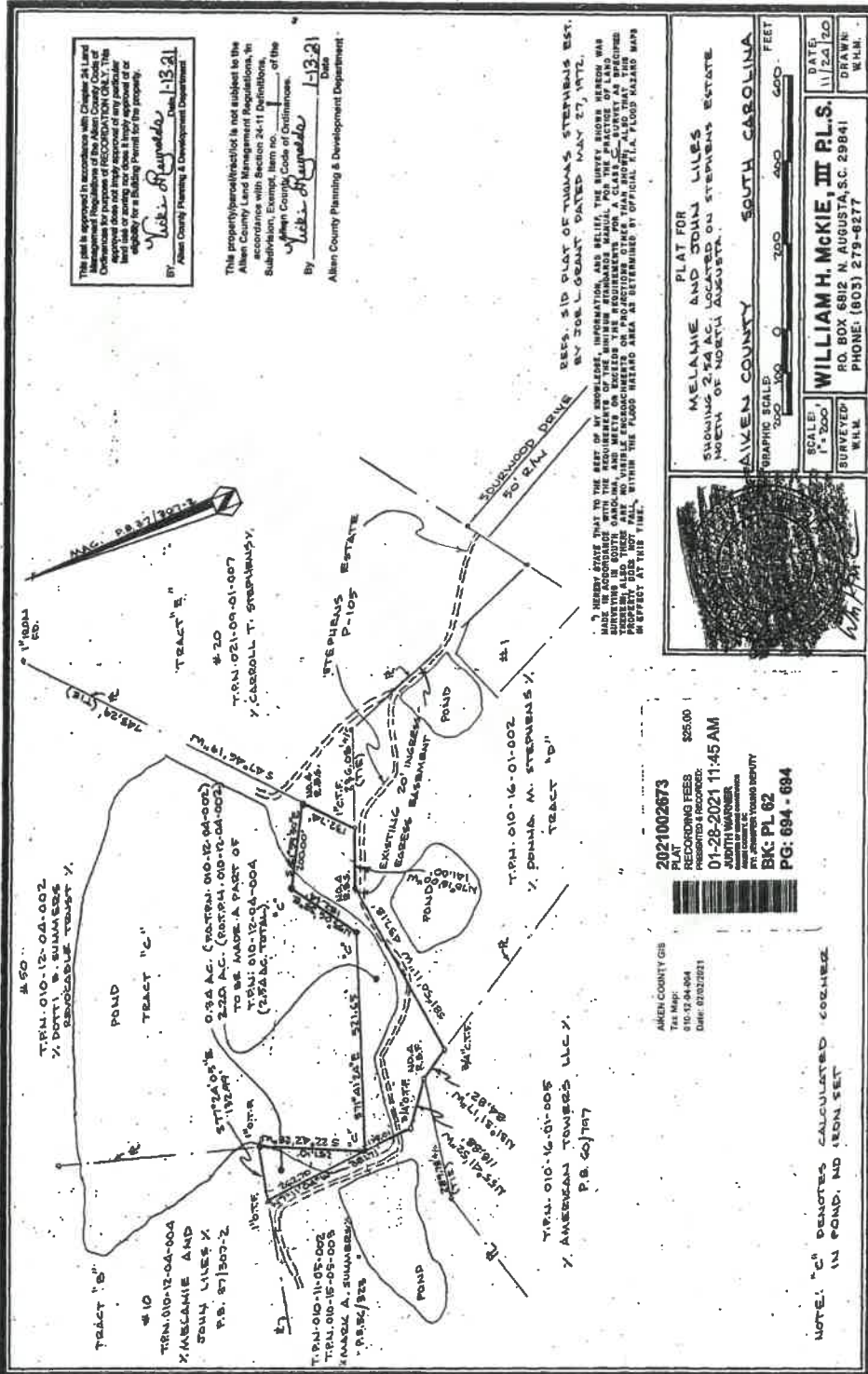
RETURNED TO:  
**SMITH & McGRATH**  
Attorneys at Law  
P. O. Box 6127  
North Augusta, S.C. 29841

Dead referring to Incess-egress easement provided in certificate of title with section 1022 of the South Carolina Code of Laws, 1977 to the record No. 85-212, Item 6.

*2-1-90 AT 1330 hrs*







This plat is approved in accordance with Chapter 24 Land Use Regulations of the South Carolina Code of Regulations and the South Carolina Department of Transportation. The Department of Transportation hereby approves the plat and does not imply approval of or liability for the plat or the property.

BY: *Walter R. Reynolds* Date: 11-21-21  
 Allen County Planning & Development Department

This property/parcel/tract is not subject to the Allen County Land Management Regulations, in accordance with Section 24-11 Definitions, Subsection 1, Item no. \_\_\_\_\_ of the South Carolina Code of Ordinances.

BY: *Walter R. Reynolds* Date: 11-21-21  
 Allen County Planning & Development Department

REFS. SID PLAT OF TAMAS STEPHENS EST. BY JOL L. GRANT DATED MAY 27, 1972.

3 HEREDY ABOVE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY STATUTES AND THE REQUIREMENTS OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION. I AM NOT PROVIDING ANY WARRANTY OR GUARANTEE OF ACCURACY. I AM NOT PROVIDING ANY WARRANTY OR GUARANTEE OF ACCURACY. I AM NOT PROVIDING ANY WARRANTY OR GUARANTEE OF ACCURACY.

PLAT FOR  
 MELANIE AND JOHN LILES  
 SHOWING 2.54 AC. LOCATED ON STEPHENS ESTATE  
 NORTH OF NORTH AUGUSTA.  
 WALKEN COUNTY SOUTH CAROLINA

GRAPHIC SCALE: 0 100 200 300 400 500 600 FEET

SCALE: 1" = 200'

DATE: 11/22/20

WILLIAM H. MCKIE, III P.L.S.  
 P.O. BOX 6812 N. AUGUSTA, S.C. 29841  
 PHONE: (803) 279-6277

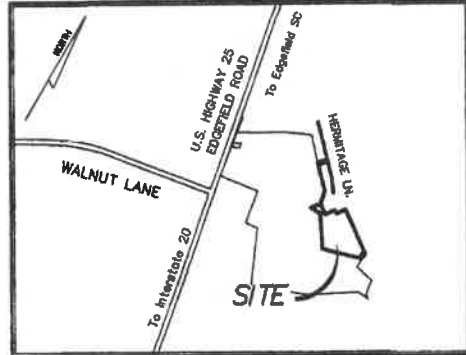
W.H.M.

2021002673  
 PLAT  
 RECORDING FEES \$25.00  
 PREPARED & RECORDED  
 01-28-2021 11:45 AM  
 JUDITH WARDNER  
 ALLEN COUNTY GIS  
 PLAT BOOK NUMBER  
 BK: PL 62  
 PG: 694 - 694

ALLEN COUNTY GIS  
 1111 Maple Ave  
 Dan: 01/28/2021

NOTE: "C" PARCELS CALCULATED COHERE IN POND. NO LEON SET

AIKEN COUNTY GIS  
 Tax Map:  
 010-11-05-004  
 Date: 12/18/2014



LOCATION MAP

City of North Augusta  
 P.O. Box 6400  
 North Augusta, SC 29881

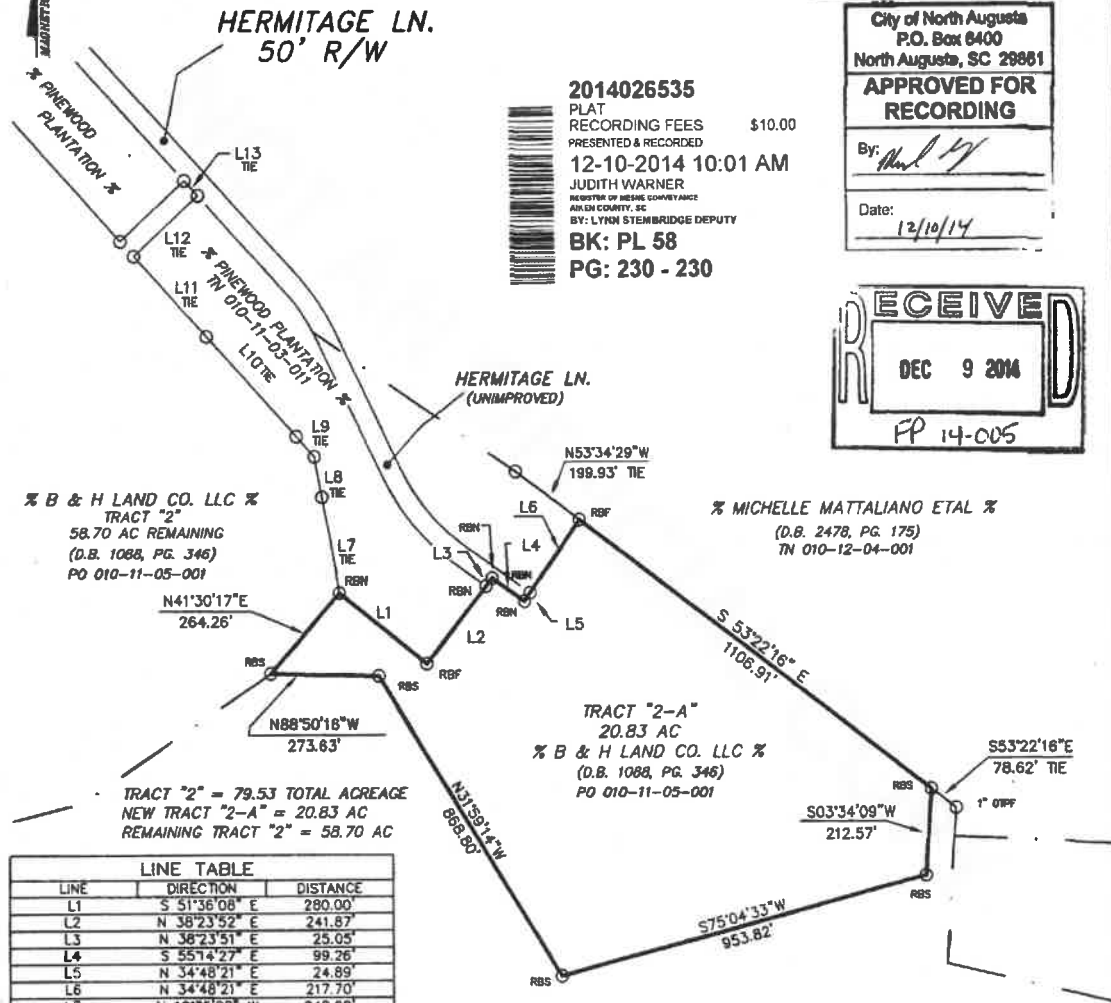
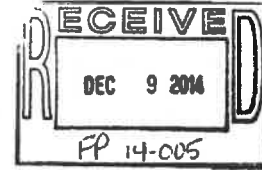
**APPROVED FOR RECORDING**

By: *[Signature]*

Date: 12/10/14

2014026535  
 PLAT  
 RECORDING FEES \$10.00  
 PRESENTED & RECORDED  
 12-10-2014 10:01 AM  
 JUDITH WARNER  
 REGISTER OF DEEDS CONVEYANCE  
 AIKEN COUNTY, SC  
 BY: LYNN STEMBRIDGE DEPUTY

**BK: PL 58**  
**PG: 230 - 230**



LINE	DIRECTION	DISTANCE
L1	S 51°36'08" E	280.00
L2	N 38°23'52" E	241.87
L3	N 38°23'51" E	25.05
L4	S 55°14'27" E	99.26
L5	N 34°48'21" E	24.89
L6	N 34°48'21" E	217.70
L7	N 10°35'08" W	240.00
L8	N 10°35'08" W	101.11
L9	N 42°36'53" W	67.41
L10	N 42°38'12" W	332.67
L11	N 42°36'52" W	267.75
L12	N 47°15'19" E	218.08
L13	N 42°35'17" W	49.85

% SWEETWATER LAND CO. LLC %  
 (D.B. 2496, PG. 179)  
 TN 010-11-05-002

NOTE:  
 1. PROPERTY MAY CONTAIN WETLANDS BUT, NOT DELINEATED AT THIS TIME  
 2. REVISED TO SHOW CHANGE IN HERITAGE LANE TO HERMITAGE LANE

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN; ALSO THAT THIS PROPERTY DOES NOT FALL WITHIN THE FLOOD HAZARD AREA AS DETERMINED BY THE OFFICIAL F.I.A. FLOOD HAZARD MAPS IN EFFECT AT THIS TIME."



PLAT FOR  
**MARK ABRAHAM SUMMERS**  
 PROPERTY LOCATED IN THE CITY NORTH AUGUSTA  
 AIKEN COUNTY - SOUTH CAROLINA

GRAPHIC SCALE: 300' 0 300' 600' FEET

SCALE: 1" = 300'

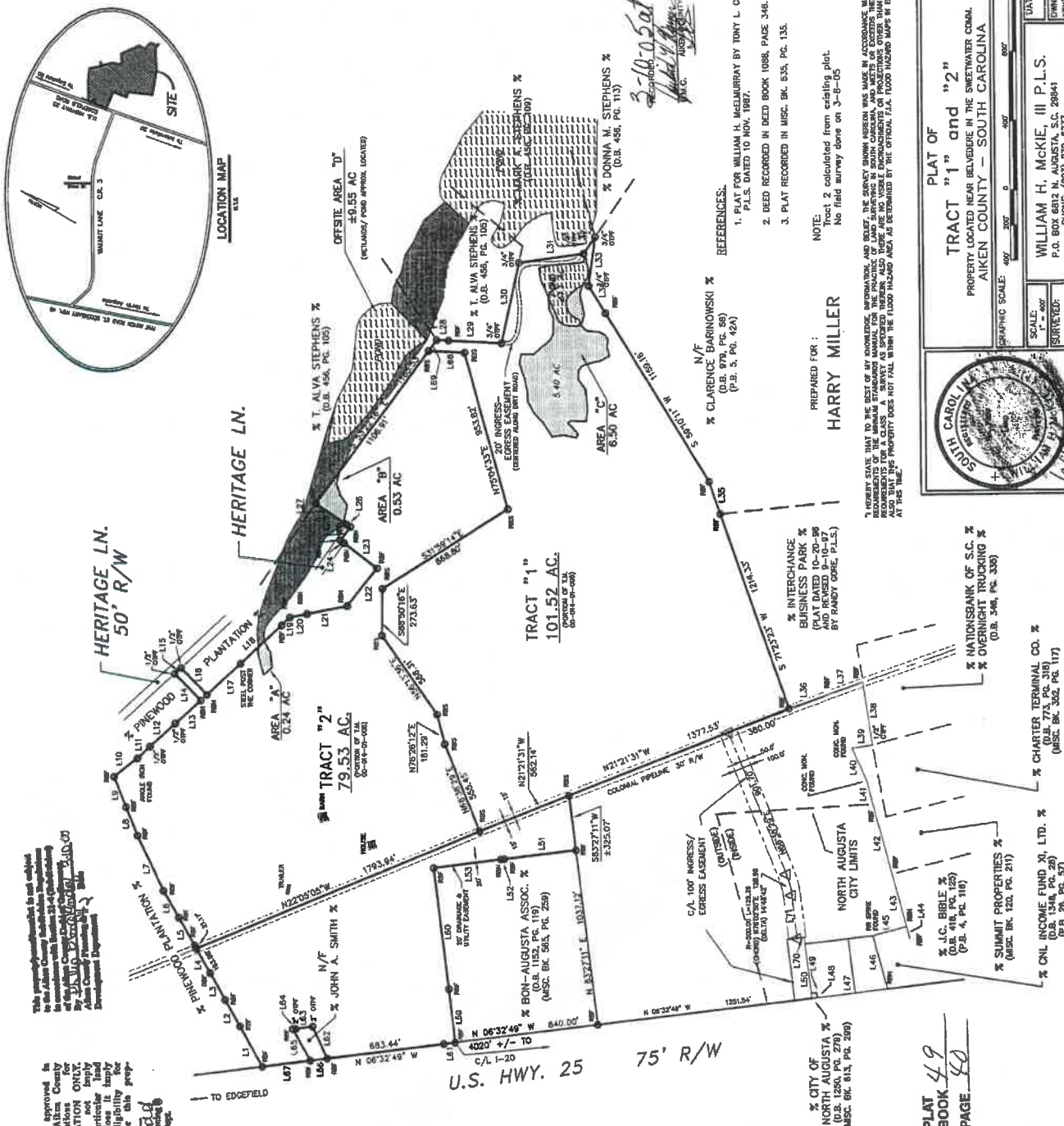
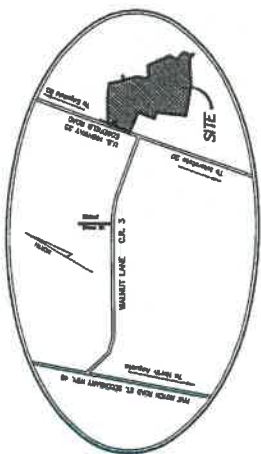
SURVEYED: WHM

WILLIAM H. MCKIE, III P.L.S.  
 P.O. BOX 6812 N. AUGUSTA, S.C. 29841  
 PHONE: (803) 279-6277

DATE: 10-23-06  
 DATE: 12-04-14  
 DWN. BY: KRK  
 630-TRACT-2-A

This plat is hereby approved in accordance with the Act and Regulations for the purpose of RECORDATION ONLY. This approval does not imply approval of any particular use, or approval of any eligibility for a building permit, or for any other purpose. *PLAT BOOK 49 PAGE 40*

This plat is hereby approved in accordance with the Act and Regulations for the purpose of RECORDATION ONLY. This approval does not imply approval of any particular use, or approval of any eligibility for a building permit, or for any other purpose. *PLAT BOOK 49 PAGE 40*



LINE	DIRECTION	DISTANCE
L1	N 77° 18'	177.18
L2	N 61° 55' 47"	150.00
L3	N 61° 55' 47"	150.00
L4	N 61° 55' 47"	150.00
L5	N 61° 55' 47"	150.00
L6	N 61° 55' 47"	150.00
L7	N 61° 55' 47"	150.00
L8	N 61° 55' 47"	150.00
L9	N 61° 55' 47"	150.00
L10	S 75° 51' 11"	192.47
L11	S 75° 51' 11"	192.47
L12	S 75° 51' 11"	192.47
L13	S 75° 51' 11"	192.47
L14	N 47° 40'	218.10
L15	N 47° 40'	218.10
L16	N 47° 40'	218.10
L17	N 47° 40'	218.10
L18	S 42° 36' 51"	260.60
L19	S 42° 36' 51"	260.60
L20	S 42° 36' 51"	260.60
L21	S 42° 36' 51"	260.60
L22	S 42° 36' 51"	260.60
L23	S 42° 36' 51"	260.60
L24	S 42° 36' 51"	260.60
L25	S 42° 36' 51"	260.60
L26	N 34° 48' 21"	24.89
L27	N 34° 48' 21"	24.89
L28	N 34° 48' 21"	24.89
L29	S 03° 54' 08"	312.31
L30	S 03° 54' 08"	312.31
L31	S 03° 54' 08"	312.31
L32	S 03° 54' 08"	312.31
L33	S 03° 54' 08"	312.31
L34	S 03° 54' 08"	312.31
L35	S 03° 54' 08"	312.31
L36	S 03° 54' 08"	312.31
L37	S 03° 54' 08"	312.31
L38	S 03° 54' 08"	312.31
L39	S 03° 54' 08"	312.31
L40	S 03° 54' 08"	312.31
L41	S 03° 54' 08"	312.31
L42	S 03° 54' 08"	312.31
L43	S 03° 54' 08"	312.31
L44	S 03° 54' 08"	312.31
L45	S 03° 54' 08"	312.31
L46	S 03° 54' 08"	312.31
L47	S 03° 54' 08"	312.31
L48	S 03° 54' 08"	312.31
L49	S 03° 54' 08"	312.31
L50	S 03° 54' 08"	312.31
L51	S 03° 54' 08"	312.31
L52	S 03° 54' 08"	312.31
L53	S 03° 54' 08"	312.31
L54	S 03° 54' 08"	312.31
L55	S 03° 54' 08"	312.31
L56	S 03° 54' 08"	312.31
L57	S 03° 54' 08"	312.31
L58	S 03° 54' 08"	312.31
L59	S 03° 54' 08"	312.31
L60	S 03° 54' 08"	312.31
L61	S 03° 54' 08"	312.31
L62	S 03° 54' 08"	312.31
L63	S 03° 54' 08"	312.31
L64	S 03° 54' 08"	312.31
L65	S 03° 54' 08"	312.31
L66	S 03° 54' 08"	312.31
L67	S 03° 54' 08"	312.31
L68	S 03° 54' 08"	312.31
L69	S 03° 54' 08"	312.31
L70	S 03° 54' 08"	312.31
L71	S 03° 54' 08"	312.31

- REFERENCES:
1. PLAT FOR WILLIAM H. McLELLAN BY TONY L. CARR, P.L.S., DATED 10 NOV. 1987.
  2. DEED RECORDED IN DEED BOOK 1088, PAGE 346.
  3. PLAT RECORDED IN MISC. BK. 535, PG. 135.

NOTES:  
Tract 2 calculated from existing plat.  
No field survey done on 3-8-05

PREPARED FOR:  
**HARRY MILLER**

DATE: 03-08-05  
DRAWN BY: [Signature]  
SURVEYED: [Signature]  
SCALE: 1" = 400'  
GRAPHIC SCALE: 0' 100' 200' 300' 400' 500' 600' FEET

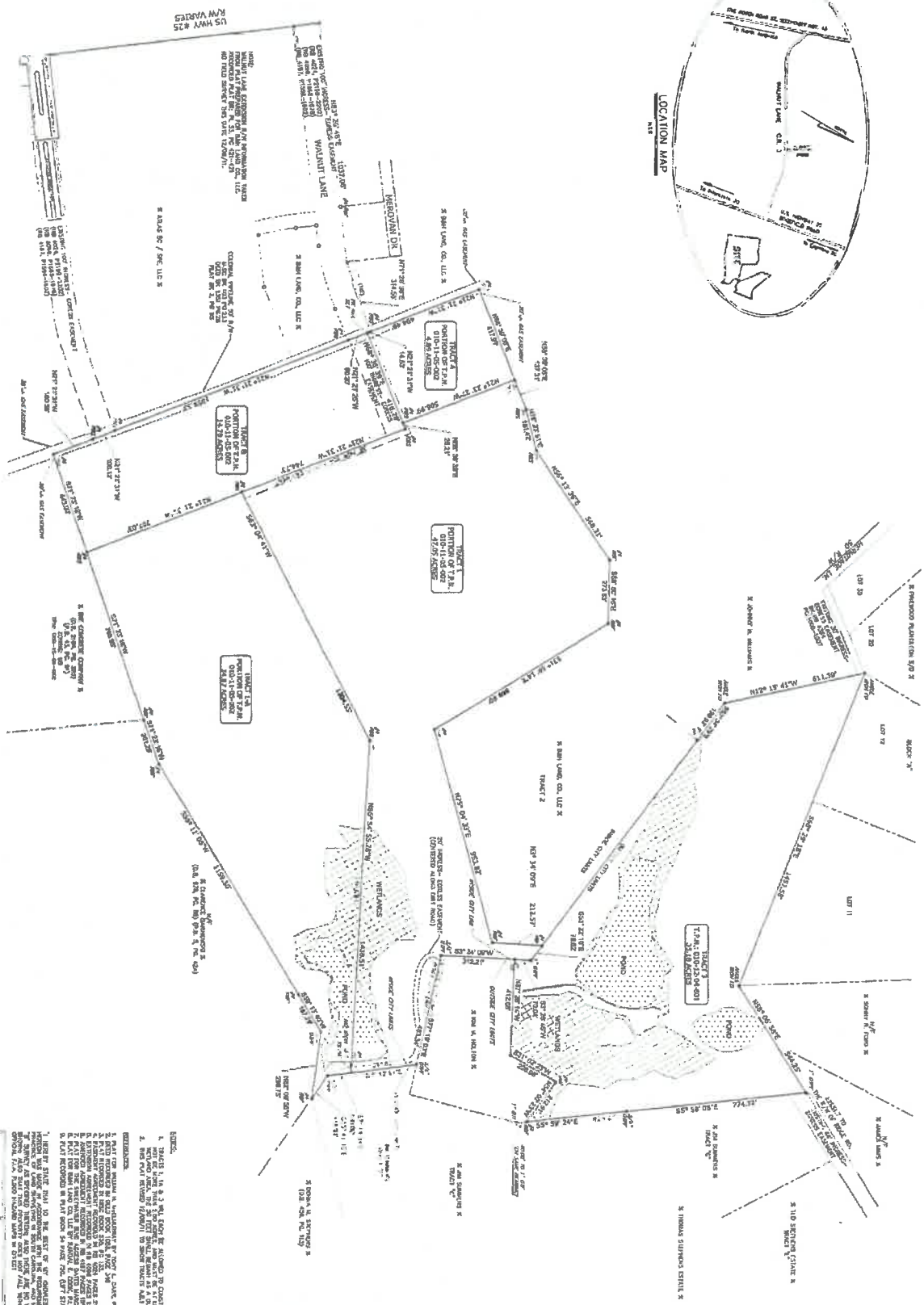
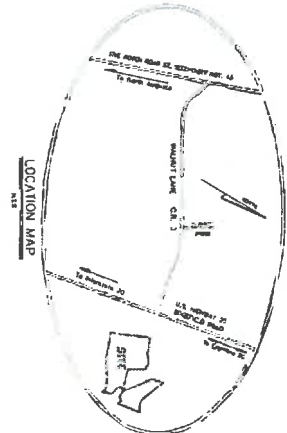
**PLAT OF TRACT "1" and "2"**  
PROPERTY LOCATED NEAR BELLEVUE IN THE SWEETWATER CONDA. AIKEN COUNTY - SOUTH CAROLINA

**WILLIAM H. MCKIE, III P.L.S.**  
P.O. BOX 6812 N. AUGUSTA, S.C. 29841  
PHONE: (803) 279-6277

HERITAGE LN. 50' R/W  
U.S. HWY. 25 75' R/W  
NORTH AUGUSTA CITY LIMITS  
NATIONSBANK OF S.C. %  
OVERNIGHT TRUCKING %  
CHARTER TERMINAL CO. %  
ONL INCOME FUND M. LTD. %  
SUMMIT PROPERTIES %  
J.C. BIBLE %  
CITY OF NORTH AUGUSTA %  
BON-AUGUSTA ASSOC. %  
N/F JOHN A. SMITH %  
INTERCHANGE BUSINESS PARK %  
CLARENCE BARINOWSKI %  
DONNA M. STEPHENS %  
MARK A. STEPHENS %  
T. ALVA STEPHENS %  
OFFSITE AREA "D" ±9.55 AC  
AREA "A" 0.24 AC  
AREA "B" 0.53 AC  
AREA "C" 6.50 AC  
TRACT "1" 101.52 AC  
TRACT "2" 79.53 AC



# EXHIBIT B



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**WILLIAM H. HARGREAVE, P.L.L.C.**  
 SWEETWATER LAND CO. LLC  
 Aiken County - South Carolina

**LEGEND:**

- TRACTS 1, 2, 3 & 4 TO BE ALIGNED TO CORRECT THE CLEARING AND GRADING RECORDS FOR THE PROJECT.
- TRACT 5 TO BE ALIGNED TO CORRECT THE CLEARING AND GRADING RECORDS FOR THE PROJECT.
- TRACT 1 TO BE ALIGNED TO CORRECT THE CLEARING AND GRADING RECORDS FOR THE PROJECT.
- TRACT 2 TO BE ALIGNED TO CORRECT THE CLEARING AND GRADING RECORDS FOR THE PROJECT.
- TRACT 3 TO BE ALIGNED TO CORRECT THE CLEARING AND GRADING RECORDS FOR THE PROJECT.



RECORDED IN THE PUBLIC RECORDS OF Aiken County, South Carolina, on 12/11/10 at 10:35 AM.

2010102708  
 FILED  
 12/11/10  
 10:35 AM  
 REC'D PL 58  
 REC-325-325

Aiken County, SC  
 803-325-3253  
 803-325-3254  
 803-325-3255  
 803-325-3256  
 803-325-3257

RESOLUTION TO AMEND THE PROVISIONS OF ORDINANCE 2001-06 AS  
MODIFIED BY ORDINANCE NO. 2007-16 & OTHER MODIFICATIONS  
CASE [PDM20-001 ]

WHEREAS, the original general development plan for the 277.5± acre Sweetwater Junction Planned Development located on the east side of US 25 approximately ¼ mile North of Interstate 20 (the "Sweetwater Development") was proposed by B&H Land Co., LLC and was approved by the City Council on March 19, 2001 via Ordinance 2001-06; and

WHEREAS, within the guidelines of the North Augusta Development Standards Ordinance ("Development Standards"), a General Development Plan for property within a designated Planned Development zone ("PD") requires only Planning Commission review and approval of minor modifications of the Planned Development Ordinance, and to date the Planning Commission has approved the following minor modifications to the General Development Plan for the Sweetwater Development:

\_\_\_\_\_ ; and

WHEREAS, the guidelines of the Development Standards provides that a major modification to an approved General Development Plan for property with a designated PD requires Planning Commission review and subsequent recommendation to the City Council for review and approval, and to date the Planning Commission and City Council have approved the following major modifications to the General Development Plan for the Sweetwater Development:

\_\_\_\_\_ ; and

WHEREAS, on March 9, 2005, Sweetwater Land Company, LLC ("SLC") purchased a portion of the Sweetwater Development from B & H Land Co, LLC being a 101.52 acre tract shown and designated as "Tract 1" on that certain plat recorded in Bk. 49 at Pg. 40 in the RMC Office of Aiken County; and

WHEREAS, on December 20, 2011, SLC recorded a Minor Subdivision Plat in Bk PL 56, Pg 323 in the RMC Office of Aiken County (the "SLC Plat"), which plat was approved and stamped by the City of North Augusta Planning and Development Department ("Planning and Development") and served to subdivide Tract 1 into 4 separate parcels, being Tract 1 (47.05 acres), Tract 1-A (34.87 acres), Tract B (14.7 acres) and Tract A (4.89 acres), and when the City of North Augusta (the "City") approved the SLC Plat, it included a Note on the plat indicating that Tracts 1 and 1-A will each be allowed to construct one homesite on those lots subject to the condition and restriction that, "*the cleared area shall not be more than 2.00 acres, and must be at least 100 feet from any state water or wetland area, and 50 feet shall remain as a buffer to the state waters and wetlands*" (the "SLC Plat Conditions"),

WHEREAS, when the City approved the SLC Plat, an error was made during the SLC Plat's approval process, as the Development Standards required Planning Commission approval for a minor subdivision of property within the Sweetwater Development, prior to being submitted to Planning and Development, which was not done, but the SLC Plat was still stamped for approval by the appropriate Planning and Development official and the City assigned all four Tracts a tax parcel ID

number and it identified each of them as properly created lots on its GIS property registration system; and

WHEREAS, SLC subsequently recorded a Deed of Conservation Easement to the Central Savannah River Land Trust, Inc. in Bk. RB 4386 at Pg. 1705 and amended by the First Amendment to Conservation Easement in Bk. RB 4405 at Pg. 1362, (Deed of Conservation Easement and First Amendment to Conservation Easement shall be collectively referred to as the "Conservation Easement") in the RMC Office of Aiken County, which placed perpetual conservation easements over Tracts 1 and 1-A, meaning that 81.92 total acres of the Sweetwater Development originally permitted for residential development will now be perpetually used as open space, although the Conservation Easement also permitted the owners of those Tracts to construct one new single family home on each of those Tracts, subject to certain conditions, outlined within Article III(A)(3B), that, *"(1) no New Construction will significantly impact the Conservation Values protected by this easement; (2) no New Construction shall take place within (100) feet of any naturally-occurring waterway, including Horse Creek and its tributaries; (3) all New Construction will be consistent with zoning restrictions and building codes established by Aiken County; (3) no building may exceed fifty (50) feet in height; and that (4) reasonable means of access may only be provided utilizing the existing roadway and the access easement outlined on the Plat. No road nor right of way may be wider than thirty (30) feet or constructed of impervious material;"* and *(4) "reasonable permanent means of access to permitted improvements is permitted, provided that: existing roadways and access easements are utilized wherever possible. No road nor right of way may be wider than thirty (30) feet or constructed of impervious material."* (the "Conservation Easement Conditions"); and

WHEREAS, on December 10, 2014, B & H Land Co, LLC recorded a Subdivision Plat in Bk PL 58, Pg 230 in the RMC Office of Aiken County, which plat was approved and stamped by Planning and Development and created a 20.83 acre lot know as Tract 2-A (the "Tract 2-A Plat"), and Tract 2-A comprised a portion of the Sweetwater Development; and

WHEREAS, when Planning and Development approved the Tract 2-A Plat, an error was made during the Plat's approval process, as the Development Standards required Planning Commission approval for a minor subdivision of property within the Sweetwater Development, prior to being submitted to Planning and Development, which was not done, but the Tract 2-A Plat was still stamped for approval by the appropriate City official and the City assigned the new lot a tax parcel ID number and identified it as a properly created lot on its GIS property registration system;

WHEREAS, on January 28, 2021, John B. Liles and Melanie A. Liles (collectively, the "Liles") purchased Tracts 1 & 1-A as described in the SLC Plat and Tract 2-A as described in the Tract 2-A Plat pursuant to a certain deed recorded in Bk. RB 4903, Pg. 828 in the RMC Office of Aiken County (the "Liles Deed") and upon examination of title and the aforementioned Plats, the Liles were of the reasonable belief that Tracts 1, 1-A, and 2-A were all legally created lots pursuant to lawfully recorded plats that permitted the construction of a single family home on each lot, and the Liles were unaware that those plats had not been presented to the Planning Commission for approval pursuant to the PD requirements; and

WHEREAS, the original Development Plans for the Sweetwater Development allowed for a density of up to 875 residential units and required at least 25% of the property to be left as open space.

Upon placing Tracts 1 and 1-A into a Conservation Easement, the developer reduced the total residential density of those tracts from over 100 units each to 1 unit per lot, and it placed open space restrictions on approximately 81.92 acres within the Sweetwater Development, which benefits the open space requirements of the entire Sweetwater Development and ensures that the overall open space plans of the development will far exceed the original requirements;

WHEREAS, because the guidelines of the Development Standards indicate that a General Development Plan for property within a designated PD requires only Planning Commission review and approval of minor modifications of the Planned Development Ordinance, the Liles desire to affirm their right and ability to construct one single family home on each of Tracts 1, 1-A and 2-A by re-submitting the previously approved plats for those Tracts to the Planning Commission for both approval of the Plats themselves and for permission to construct one single family residence on each of those Tracts, subject to compliance with the conditions and requirements of the SLC Plat Conditions and the Conservation Easement Conditions, among other applicable requirements and conditions of the City of North Augusta Code of Ordinances; and

WHEREAS, an application has been received from the Liles as the current owners of Tracts 1, 1-A and 2-A requesting approval of a modification of specific development standards within the approved Sweetwater Planned Development Ordinance, as noted above, to permit the construction of one single family home on each of Tracts 1, 1-A and 2-A; and

WHEREAS, the application filed by the Liles impacts only the Tracts that they personally own within the Sweetwater Development and has no impact on any other property therein, nor does it have any impact on the terms of the Planned Development Ordinance for the Sweetwater Development beyond those specific changes permitting the construction of one single family home on each of Tracts 1, 1-A and 2-A;

WHEREAS, the North Augusta Planning Commission, at a \_\_\_\_\_, 2022 meeting, reviewed the subject application and voted unanimously to approve the Liles' request for minor modifications to the development standards within the Sweetwater Planned Development as set forth herein.

WHEREAS, the conditions specified by the Planning Commission have been addressed in this ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

I. The recitals set forth above are hereby incorporated herein, and the General Development Plan for the Sweetwater Development is hereby amended and modified to permit the construction of one single family home on each of Tracts 1, 1-A and 2-A. The Planning Commission hereby affirms the right and ability of the Liles, as current owners of those tracts and the right of their successors-in-title, to construct one single family home on each of Tracts 1, 1-A and 2-A, subject to compliance with the conditions and requirements of the SLC Plat Conditions and the Conservation Easement Conditions, along with other applicable requirements and conditions of the City of North

Augusta Code of Ordinances, and the approved building area shall be released from any open space requirements of the Ordinance upon approval.

II. The Planning Commission further acknowledges that the SLC Plat and the Tract 2-A Plat are being re-submitted for approval, and the Planning Commission hereby retroactively approves those subdivision plats in accordance with the requirements of the General Development Plan, which requires the Planning Commission approval for minor modifications of the Planned Development Ordinance.

III. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

IV. This Ordinance shall become effective immediately upon its adoption.

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
Briton Williams, Chair

ATTEST:

\_\_\_\_\_  
Libby Hodges,  
Secretary to the Planning Commission

RESOLUTION FOR PDM22-004  
AMENDING SECTIONS OF RESOLUTION ORDINANCE NO. 2001-06 AS MODIFIED  
BY ORDINANCE NO. 2007-16 & OTHER MINOR MODIFICATIONS, SWEETWATER  
PLANNED DEVELOPMENT, LOCATED ON THE EAST SIDE OF US 25  
APPROXIMATELY ONE-QUARTER MILE NORTH OF INTERSTATE 20

WHEREAS, the original general development plan for the 277.5± acre Sweetwater Junction Planned Development proposed by B&H Land Company was approved by the City Council on March 19, 2001 via Ordinance 2001-06; and

WHEREAS, an application for a major modification to this plan was received from John and Melanie Liles, for the Sweetwater Junction Planned Development (PD) containing 274± acres located on the east side of US 25 approximately one-quarter Mile north of Interstate 20; and

WHEREAS, Ordinance 2007-016 was approved by the City Council on October 1, 2007, application was approved as “Sweetwater,” a mixed use development on eleven tracts in eight phases; and

WHEREAS, the Planning Commission approved a minor modification to the Sweetwater Junction General Development Plan submitted by B&H Land Company on July 15, 2004; and

WHEREAS, Ordinance 2015-10 was approved by the City Council on April 20, 2015 amending specific sections of Ordinance 2007-16 related to the Colonial Gas line easement buffers; and

WHEREAS, an application for a minor modification from Snelling Properties, LLC was received, requesting to modify minimum lot size requirements and was approved under PDM20-001 on September 17, 2020; and

WHEREAS, an application for a minor modification from North Augusta Hotel, LLC was received, requesting to allow overnight parking of tractors, trailers, or recreational vehicles on a temporary basis adjacent to the hotel site and was approved under PDM21-001 on April 15, 2021; and

WHEREAS, an application for a minor modification from Snelling Properties, LLC was received, requesting to modify specific development standards and was approved under PDM21-002 on May 21, 2021; and

WHEREAS, within the guidelines of the North Augusta Development Code, a General Development Plan for property within a designated Planned Development zone (PD) requires Planning Commission review and approval of minor modifications of the Planned Development Ordinance; and

WHEREAS, an application has been received from the Liles as the current owners of Tracts 1, 1-A and 2-A requesting approval of a modification of specific development standards within the approved Sweetwater Planned Development Ordinance to permit the construction of one single family home on each of Tracts 1, 1-A and 2-A; and

WHEREAS, the North Augusta Planning Commission, at a November 16, 2022, meeting, reviewed the subject application and voted unanimously to approve the request for modifications to the development standards within the Sweetwater Planned Development.

WHEREAS, the conditions specified by the Planning Commission have been addressed in this ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED AND BY THE AUTHORITY THEREOF, THAT:

- I. The General Development Plan for the 274± acre Sweetwater Planned Development for the property shown on the attached map, 'Exhibit A' as prepared by the City of North Augusta dated September 10, 2007, is hereby approved as outlined below and as shown on the general development plan sheets attached hereto as 'Exhibit B' as prepared by W.R. Toole Engineers, Inc. dated July 24, 2007. The General Development Plan Major Modification Narrative for Sweetwater as prepared by W. R. Toole Engineers, Inc., dated July 30, 2007, attached hereto as 'Exhibit C', represents the intent of Development Group of North Augusta, LLC, and addresses the requirements of the Zoning and Development Standards Ordinance for a Planned Development.
  - A. Scope of Development: The scope of development described in the General Development Plan for the Sweetwater Junction Planned Development and described herein shall be the maximum level of development allowed. The land uses permitted in the Sweetwater Junction Planned Development shall be limited to those described in this ordinance.
    1. Minor Modifications: Minor modifications to the development plan and program, i.e., mix of uses, number and location of buildings, development schedule, setbacks, parking, and landscaping, may be approved by the Planning Commission at the time of concept plan approval for a phase, subdivision approval for any portion of a phase or site plan approval for an individual parcel.
    2. Residential Maximum: The maximum number of residential units that may be permitted to be developed is eight hundred seventy-five (875) as shown in the Development Program. Of that amount 47 may be constructed as live work units in any phase. The development program also includes one hundred (100) residential flex units that may be included in the development plan in any phase. The maximum density for any phase may not exceed sixteen (16) dwelling units per acre (dua).
    3. Commercial Maximum: The maximum amount of commercial space that may be permitted to be developed is 974,715 gross square feet as shown in the Development Program.

B. Development Program:

<u>Phase</u>	<u>Description</u>	<u>Area in Acres</u>	<u>Total Units / Square Feet</u>	<u>Average Density / Intensity</u>	<u>Maximum Density / Intensity</u>
R1	Single-Family Residential	20.24	100	4.94 dua	8 dua
R2	Single-Family Residential	19.09	112	5.87 dua	8 dua
R3	Single-Family Residential	24.96	100	4.01 dua	8 dua
R4	Single-Family Residential	10.16	53	5.22 dua	8 dua
R5	Single-Family Residential	16.41	63	3.84 dua	8 dua
R6	Multi-family Residential	28.02	300	10.71 dua	16 dua
R7	Sweetwater Commons	34.43	184	5.34 dua	16 dua
R8	Sweetwater Townhomes	13.39	77	5.75 dua	16 dua
R9	Snelling Parcel	8.16	79	9.68 dua	16 dua
--	Residential Live Work and Flex Units	--	147	--	--
C1	Commercial	45.97	484,680	10,500 sf/ac	10,500 sf/ac
C2	Commercial	30.35	318,675	10,500 sf/ac	10,500 sf/ac
--	Open Space (3 parcels)	62.29	3	--	--

Development Program Definitions:

**Dua** – dwelling units per acre. Residential units are expressed as number of dwelling units.

**Maximum density** – The maximum number of units that may be constructed per acre on a parcel or in a single subdivision excluding open space.

**Average Density** – The total number of units that may be constructed per gross acre.

**Total Density** – The total number of units that may be constructed in a phase.

**Intensity** – The total number of gross square feet of non-residential building that may be constructed per acre. Intensity is expressed as gross square feet.



C. Permitted Uses:

<u>Phase</u>	<u>Description</u>	<u>Uses</u>
R1 through R9	Residential	<u>Permitted</u> – Single-family residential including detached patio homes and townhouses, parks, schools, meeting facilities, recreation areas, and churches. Neighborhood commercial as permitted in the C-2 zone provided the use is located on an intersection of a collector road. Accessory uses to any permitted use. The Highway Corridor Overlay District standards shall apply to all parcels containing commercial uses. Multi-family development as allowed by the Planning Commission.
C1 and C2	Commercial	<u>Permitted</u> – Any use permitted in the C-3, General Commercial, District and accessory uses thereto. Residential flex units above the first floor are permitted if allocated. The Highway corridor Overlay district standards shall apply to all parcels fronting on US 25, Walnut Lane, Sweetwater Boulevard and internal collectors.
--	Open Space	<u>Permitted</u> – Open space, forest and wetland areas, stormwater detention, recreation, trails, etc. One single-family residential on each of the three Open Space parcels.

Outdoor Display and Sales on Commercial Sites – Any area to be used for the outdoor display or sale of merchandise on a commercial parcel in any phase shall be designated on the subdivision plat or site plan for each use anticipating outdoor display or sales. No outdoor display or sales will be permitted without such designation.

F. General Development Standards: Applicable to individual parcel site plans unless specified elsewhere or affected by location on a specified roadway, buffer requirement, separation from a different use or location in the Highway Corridor Overlay District. Modifications to development standards may be approved by the Planning Commission at the time of concept plan approval for a phase or preliminary plat approval for any portion of a phase.

**Minimum Setbacks**

Use	Front (Feet)	Rear (Feet)	Side (Feet)	Height (Feet) (Max.)	Impervious Area (Max.)	Landscaped Open Space (Min.)
General Commercial - Retail	20	20	20	45	75%	25%
General Commercial - Hotel	40	20	20	75	75%	25%
Single Family Residential	10	20	5	35	N/A	25%
Patio Home Residential	10	20	0/8	35	50%	25%
Duplex Residential	10	20	0/8	35	50%	25%
Townhouse Residential	10	20	0/10	35	60%	25%
Apartment / Condominium Residential	20	20	0/20	75	60%	25%

- G. Plan Approval Process: Subsequent to the adoption of this ordinance the following plan approval steps shall be required in the order listed prior to the issuance of any development permits
1. Master Utility Plans –Master plans for water distribution; sewage collection; and stormwater quality, detention and drainage, to the extent that they are currently incomplete or inconsistent with the current plan, shall be developed and approved prior to or coincidental with the initial phase concept plan. The level of detail provided in the master utility plans shall be determined by the Project Engineer and City Engineer.
  2. Master Circulation Plan – A master circulation plan that incorporates the conclusions of the Gresham Smith and Partners traffic study as reviewed and approved by the city based on a more development intensive layout than the proposed General Development Plan shall be developed and approved prior to or coincidental with the initial phase concept plan. The Master Circulation Plan shall include and depict the lane lengths, taper lengths and road designs for all off-site improvements, internal roadways and proposed signal locations. The Master Circulation Plan shall include a master pedestrian circulation plan that shows the general alignment of Greenway extensions and connections through the property and to the property lines and shall show the locations of sidewalks.
  3. Wetlands Delineation and Mitigation – Wetlands Delineation and Mitigation – A wetlands delineation, permit and any mitigation plans approved by SCDHEC and the US Army Corps of Engineers shall be submitted prior to or coincidental with a Concept Plan for any phase that contains jurisdictional wetlands. Development Group of North Augusta, LLC, will cooperate with the City in determining the best solution to protect wetland areas within the development and on neighboring properties. The wetland areas and surrounding open space buffers will be dedicated to either the City or an acceptable conservation trust.
  4. Phase Concept Plan – A concept plan for each phase identified in the General Development Plan shall be prepared for Planning Commission review and approval prior to or coincidental with the first preliminary plat application for each phase. The phase concept plan shall include an overall circulation system design, utility systems designs, anticipated mix and intensity/density of uses, proposed or draft master covenants and restrictions for the phase, and buffer delineation. The phase concept plan must indicate how the development of the phase will interrelate with the other phases in the Sweetwater development. Each Phase Concept Plan will provide an explanation or description of the form, extent, structure and interrelationships of commercial and residential property owners associations and any protective or restrictive covenants for each phase. The consistency of design between phases and sites and the consistency of management and maintenance of common areas will be addressed.
  5. Preliminary Plat – Preliminary plats for sections or sub-phases of each phase will be processed and reviewed in accordance with the applicable provisions of the Zoning and Development Standards Ordinance, this

- ordinance and the General Development Plan Narrative for Sweetwater Junction.
6. Covenants – Proposed or anticipated covenants and deed restrictions on the parcels to be sold, property management arrangements for leased areas and the management of common areas shall be described in accordance with the approved conditions on the General Development Plan and provided in conjunction with the phase concept plan or preliminary plat submission for each phase.
  7. Final Plat – Final plats for sections or sub-phases of each phase will be processed and reviewed in accordance with the applicable provisions of the Zoning and Development Standards Ordinance and the approved preliminary plat.
  8. Site Plan – Site Plans for individual parcels approved in a final plat for any portion of a phase will be processed and reviewed in accordance with the applicable provisions of the Zoning and Development Standards Ordinance, this ordinance and the General Development Plan Narrative for Sweetwater.
- H. Subdivision for Sale: The city may approve the subdivision of parcels for the purpose of transferring the property to an individual or entity desiring to develop the subdivided parcel in accordance with the approved general development plan and this ordinance. The subdivided parcels will not be vested with any site development approvals. All necessary infrastructure improvements must comply with the approved general development plan and approved master utility and circulation plans, be approved by the city and constructed prior to or concurrent with any individual parcel development. Concurrent development of parcels and infrastructure will only be allowed after an acceptable performance guarantee and letter of credit are provided to and approved by the City of North Augusta. Approval of a plat pursuant to this section does not guarantee or imply city approval of development or occupancy of any structures subsequently developed on the parcel.
- I. Conditional Final Plat Approval: The Director of Economic and Community Development and the City Engineer may approve conditional final plats under the following conditions:
1. When all subsurface infrastructure improvements (water lines, sewer lines and manholes, storm drainage lines, etc.) have been installed in a proposed subdivision, inspected and approved by the City Engineer, a conditional final plat may be approved and recorded to permit the sale or conveyance of individual lots.
  2. The conditional final plat will not be approved and recorded until the Developer has submitted a performance guarantee supported by a letter of credit for an amount equal to one hundred twenty five percent (125%) of the cost of the unfinished improvements as determined by the City Engineer. The performance guarantee must be for a specific period that is reasonable for the completion of the required infrastructure improvements. In no case shall the period of the

- performance guarantee exceed one (1) year. The City Attorney shall approve the form and content of the performance guarantee and letter of credit prior to acceptance.
3. In the event the Developer fails to properly construct the required infrastructure improvements during the period of the performance guarantee, the City may exercise its rights pursuant to the letter of credit to fund the completion of the improvements.
  4. Building permits for individual lots may be issued only after the conditional plat has been recorded and individual lots have been properly delineated on the ground by stakes, pins, flagging, or other acceptable means to adequately locate each lot line.
  5. No property included in the conditional final plat may be occupied and no certificates of occupancy shall be issued for any structure on a lot included in the conditional final plat until all remaining infrastructure improvements (road base, curb and gutter, sidewalks, asphalt and concrete paving, public space landscaping, etc.) have been completed, inspected and approved by the City Engineer.
  6. Approval of a conditional final plat does not obligate the City to accept any land, easements, roads, utility infrastructure, or other improvements for maintenance or for the purpose of providing municipal services.
  7. The performance guarantee and associated letter of credit shall be released and returned to the Developer only after all of the improvements covered under the performance guarantee have been completed, inspected and approved by the City Engineer and the maintenance guarantee and letter of credit required by City development standards have been submitted and approved by the City Attorney.
  8. It shall be the duty of the Developer or any attorney, surveyor, real estate agent or real estate broker representing the Developer or involved in the surveying, platting or sale of any property subdivided or included in the conditional final plat to bring notice of all of the conditions on the conditional final plat to prospective purchasers of any lot or parcel included in the conditional final plat.
  9. After all of the improvements covered under the performance guarantee have been completed, inspected and approved by the City Engineer and the required maintenance guarantee and letter of credit have been submitted and approved, the conditional final plat shall become the final plat. Provided, however, that if the Director of Economic and Community Development or the City Engineer concludes that a discrepancy in parcel lines, lot sizes, rights of way or easement locations may exist, the Developer will cause the property to be resurveyed to correct the discrepancy and the City will record the adjusted final plat. The Developer shall provide the approval and concurrence of all affected owners of property subdivided in the conditional final plat for the revised final plat.
  10. Failure to comply with any conditions of approval of a conditional final plat constitutes cause for refusal to issue or the revocation of any

certificate of occupancy issued for a structure on land included in the conditional final plat.

- J. Utility Extensions: Development Group of North Augusta, LLC, or its successors in any Phase of the Sweetwater Planned Development shall be responsible for all utility installations. In the event the City initiates a utility extension to or through the property, City Code provisions related to utility extensions shall govern the provision of water and sewer utility extensions to the development and the calculation of utility extension fees.
- K. Land Dedication: Land dedicated to the City in conjunction with the development will include road rights of way, riparian buffers, utility lift stations, and utility easements in accordance with the applicable provisions of the Zoning and Development Standards Ordinance and required for utility extensions necessary to serve the development. An additional dedication, either to the city or a homeowners association, will be two and one-half (2½) acres for a neighborhood park to be developed concurrently with Phase R1. The location of the park shall be determined mutually by the City and Development Group of North Augusta, LLC, at the time of the Phase R1 Concept Plan submission.
- L. Vehicular Access and Circulation: Upon completion and approval of the master circulation plan, the applicant shall implement the mitigation recommendations of such plan in conjunction with each development phase when the trips generated by the phase (or the sum of trips generated by all approved phases) create the impacts requiring mitigation.
1. The interior road network, number and location of exterior access points, full turning intersections, right-in/right-out access points or other limited movement access points, and internal access points to individual parcels from the internal road network to be dedicated to the city shall be designed in accordance with the traffic study and approved master circulation plan, reviewed and approved by the city.
  2. Shared access points shall be encouraged and expected wherever possible and practicable.
  3. Interconnectivity between the various phases of the development and between the development and neighboring tracts and subdivisions shall be provided wherever feasible and practicable.
  4. Off site traffic improvements including the modifications to the primary access intersection on Edgefield Road at Walnut Lane, modifications to the medians in Edgefield Road, installation of deceleration lanes and medians shall be the responsibility of the developer. Implementation of required off site traffic improvements may coincide with the construction of the phase or parcel generating the need for the off site improvement.
  5. Required signal and intersection improvements at Edgefield Road and Walnut Lane, Phase C2 (north commercial area) and Sweetwater Boulevard will be the responsibility of the developer.
  6. Signal standards at all three locations including poles and mastarms shall be in the style specified by city policy.

7. Vehicular cross-access shall be provided between all commercial parcels, where permitted by topography.
- M. Pedestrian Circulation: Pedestrian sidewalks or walkways will be provided throughout the development connecting the residential phases with each other and with the commercial phases, parks, and any other pedestrian trails in the vicinity.
1. Sidewalks not less than five (5) feet in width shall be provided on both sides of the street in residential and commercial areas.
  2. A new sidewalk shall be constructed along the Edgefield Road right of way six (6) feet in width and shall be installed no closer than six (6) feet from the back of the relocated curb. The sidewalk may meander through the length of the buffer strip between newly installed trees and landscaping.
  3. Pedestrian walkways consisting of five (5) foot sidewalks shall be provided between all adjacent commercial parcels to provide as short and direct an access as practicable between commercial buildings. Where grade differences require, stairs or steps shall be installed.
  4. Pedestrian crossings of all roads, driveways, and internal circulation ways, both public and private, shall be treated with a differentiating pavement treatment.
  5. Greenway links and connections shall be installed in accordance with the master circulation plan in conjunction with each phase or preliminary plat.
- N. Buffers and Landscaping: Landscaped buffers, site landscaping and parking lot landscaping shall be provided in the development as shown on the General Development Plan and described herein. Landscaping and buffer requirements and standards applicable to each use and phase of the development and not otherwise prescribed in the General Development Plan or this ordinance shall be as prescribed in the Zoning and Development Standards Ordinance.
1. One (1) street tree shall be provided per forty (40) feet of street frontage on both sides of the street either within the right of way or within the front setback of each parcel. The species will be determined at the Preliminary Plat stage.
  2. A landscape plan will be submitted with each Phase Concept Plan or preliminary plat for section of a phase showing street tree location and landscaping plans.
  3. All buffers shall be landscaped with existing natural vegetation or new plant material or both.
  4. Title to the required buffers shall be retained by a property owners association or deed-restricted to prevent a change of use.
  5. A twenty-five (25) foot landscaped buffer, as required in the Highway Corridor Overlay District, shall be provided on the Edgefield Road frontage and shall be measured from the property line in the final build-out scenario. Where off-site deceleration lanes or other road improvements are required that may modify the existing property line,

- the buffer shall be measured from the back of the new property line. An approved landscape plan pursuant to the Highway Corridor Overlay District requirements shall be submitted. The buffer shall be planted with an appropriate species of street tree with a minimum caliper of two (2) inches on no more than forty (40) foot centers
6. A thirty-five (35) foot wide landscape buffer shall be provided along the northern property line adjacent to the lots on Shadow Rock Drive and Hermitage Lane (Pinewood Plantation subdivision).
  7. A minimum twenty-five (25) foot wide landscape buffer shall be provided on the commercial side of the Colonial Gas line easement. A minimum ten (10) foot wide landscape buffer shall be provided on the residential side of the Colonial Gas line easement. (per Ord. 2015-010, approved 4-20-2015)
  8. Fencing provided within the buffers located on or near the property lines between the commercial and residential uses may be permitted. Fences shall be no less than five (5) feet in height. A solid fence made of wood, vinyl, metal, or masonry may be constructed. Alternatively, a vinyl coated black chain link fence may be proposed provided that a climbing vine will be required to be planted at the base of the fence to provide a vegetation screen.
  9. Parking lot landscaping shall be designed to maximize the impervious surface area within the parking area and provide for no less than one tree for every ten spaces. Additionally, the parking lot shall be landscaped to provide that no parking space shall be located more than sixty (60) feet from a landscaped island measured from the closet point on the parking space. No landscaped island shall be less than three hundred (300) square feet in size.
  10. The developer shall provide a maintenance guarantee supported by a letter of credit for the site landscaping on a commercial parcel after the landscaping is complete but prior to the issuance of a certificate of occupancy. Such maintenance guarantee and letter of credit shall be valid for a period of not less than one year from the date of the final certificate of occupancy and shall equal 20% of the cost of the installed landscaping as determined by the city.
  11. Each commercial structure developed shall be provided with foundation/perimeter landscaping not less than five (5) feet in width between the structure and access drives and sidewalks (excluding loading and pedestrian access areas). Landscaping material installed along walls that include fenestration shall be maintained at a height below windows. Landscaping along walls with no fenestration shall be selected and maintained to screen large expanses of blank wall.
- O. Parking Requirements: All uses shall provide on-site parking as required by the Zoning and Development Standards Ordinance unless specified otherwise in this ordinance. The Planning Commission may approve or require less than the minimum specified by this ordinance or the Zoning and Development Standards Ordinance when an adequate shared parking supply is available and when desirable to minimize or reduce impervious surfaces.

1. Parking ratios for each commercial parcel in the project shall be no less than three (3.0) per thousand square feet. The maximum parking ratio permitted for all uses except restaurant shall be four (4.0) per thousand square feet. The maximum parking ratio for restaurants shall not exceed six (6.0) per thousand square feet.
2. Any parking provided in excess of the maximum ratios shall be on an impervious surface approved by the Planning Commission at the site plan stage. Loose gravel and compacted crusher run will not be approved. Appropriate sod over a stabilized surface will be considered.
3. Shared parking between parcels will be considered and is encouraged.

P. Signs: Signs shall conform to the provisions of the Zoning and Development Standards Ordinance unless specified otherwise herein.

1. Wall signage size shall be permitted as provided for in the ZDSO. The sign panels shall be darker in color than the lettering and graphics.
2. One freestanding monument sign may be permitted for each parcel. Monument signs shall not exceed 100 square feet in area or 10 feet in height and may advertise only the business or businesses located on the parcel. The sign panels shall be darker in color than the lettering and graphics.
3. One freestanding "Shopping Center" sign may be located at each of the three Edgefield Road intersections. Each sign shall not exceed 120 square feet in area or 20 feet in height. The sign panels shall be darker in color than the lettering and graphics.

Q. Additional Provisions:

1. The architectural design of structures shall provide finish masonry walls and traditional masonry detailing on all elevations unless waived by the Planning Commission. Waivers may be approved for loading, maintenance, screened storage and other areas shielded from public view.
2. The elevation of structures on parcels fronting Edgefield Road shall be located as close as possible to the twenty-five (25) foot landscape buffer. All of the buildings shall be located on generally the same front setback line. However, a drive aisle and one row of parking will be permitted between any building and the twenty-five (25) foot landscape buffer. No loading areas, dumpster pads, mechanical equipment or storage facilities may be located on the Edgefield Road frontage.
3. The impervious surface area for any one parcel shall not exceed eighty (80%) percent. The overall impervious surface area for the project shall not exceed sixty (60%) percent.
4. Stormwater detention areas shall be fenced for safety and landscaped to shield the fencing, rip rap, and drainage structures. Black vinyl clad chain link fence shall be installed below the upper edge of each detention area in a manner as to be obscured by the landscaping on top of the detention area or both.
5. Commercial area and parking lot lighting shall be kept to as low a height as possible and screened or "cut-off" from adjacent residential



- areas or public streets to avoid illumination of and glare onto residential property or public streets. Exterior lighting details shall be included with each site plan application, including a description of the lighting levels during business versus non-business hours.
6. Mechanical equipment located adjacent to buildings shall be screened from public view.
  7. Excessive noise associated with any use in the development including, loading, unloading, trash compaction, building maintenance, parking lot or landscaping maintenance or any other activity shall be prohibited between the hours of 11:00 pm and 6:00 am.
  8. Outdoor display and sale of merchandise is prohibited on any commercial parcel within the development. However, outdoor merchandise display and sales area associated with retail or any other use may be approved by the Planning Commission as part of a site plan.
  9. Parcel 010-14-03-008 may be used for overnight parking of tractors, trailers, or recreational vehicles may be allowed for guests of the hotel only and only on a temporary basis. This storage parking will be adequately screened using fencing and vegetation and submitted to the Planning Department as part of a site plan. Final approval of the design and screening will be provided by the Planning Commission.
  10. On other portions of the PD, overnight or extended parking of tractors, trailers, or railroad/truck shipping containers shall be confined to designated areas behind buildings. No tractor, trailer, container, or recreational vehicle parking shall be permitted on or in any parking area, circulation corridor or outdoor sales and display area.
- R. Annexation: The 0.49± acre ‘Smith’ parcel that fronts on US 25 north of Sweetwater Boulevard is specifically included in the General Development Plan although it has not been acquired by either B&H Land Co. or the Development Group of North Augusta, LLC and is not located within the City limits. If the ‘Smith’ parcel has not been acquired by the developer or its successors the design of Phase C2 will recognize the parcel and provide appropriate setbacks and buffers. If it has been acquired it will be annexed into the City. At the time of annexation the ‘Smith’ parcel will be zoned

Planned Development as a portion of the Sweetwater Planned Development and no amendment of the General Development Plan will be necessary.

S. Applicable Standards for Review: The information contained in the General Development Plan and the General Development Plan Narrative for Sweetwater shall supplement the provisions of this ordinance and shall be used in the review of phase concept, subdivision and site plans for projects within Sweetwater. In the event of a conflict between the provisions of this ordinance and the content of the General Development Plan or the General Development Plan Narrative for Sweetwater, the provisions of this ordinance shall prevail. General design criteria and development standards (parking, landscaping, etc.) applicable to each phase of the development and not otherwise prescribed in the General Development Plan, the General Development Plan Narrative or this ordinance shall be as prescribed in the Zoning and Development Standards Ordinance.

II. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

III. This Ordinance shall become effective immediately upon its adoption.

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NORTH AUGUSTA,  
SOUTH CAROLINA, ON THIS 16 DAY OF NOVEMBER, 2022.

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Dr. Christine Crawford, Chair

ATTEST:

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Thomas L. Paradise, Secretary to  
the Planning Commission

***DEPARTMENT OF  
PLANNING AND DEVELOPMENT***

***TOMMY PARADISE  
DIRECTOR***

***MONTHLY REPORT  
FOR  
October 2022***

**City of North Augusta**  
**Department of Planning and Development**  
**Monthly Report for October 2022**

Item	This Month		Year To Date		Same Month, Last Year		Last Year To Date	
	Incoming	Outgoing	Incoming	Outgoing	Incoming	Outgoing	Incoming	Outgoing
<b>Administrative</b>								
<b>Total Phone Calls</b>					542	375	3,240	2,495
<b>Development Applications</b>								
	Received	Approved	Received	Approved	Received	Approved	Received	Approved
<b>Subdivisions</b>								
Major Subdivision Plans (PP)	1	0	7	1	0	1	7	4
Planned Acres	13.28	0.00	175.09	8.00	0.00	74.20	169.87	138.00
Planned Lots	36	0	220	79	0	84	295	146
Minor Subdivision Plans (MP)	0	0	13	9	2	1	11	10
Platted New Lots	0	0	46	45	0	0	0	-2
Major Subdivision Plans (FP)	0	1	6	6	2	0	5	5
Platted Acres	0	39.73	276.37	276.37	22.78	0.00	70.56	59.62
Platted Lots	0	4	253	253	57	0	76	90
<b>Site Plans</b>								
Minor Site Plans (MSP)	2	0	13	7	1	1	5	4
Major Site Plans (SP)	0	0	3	1	0	1	4	3
Site Plan Modification (SPM)	0	0	0	0	0	1	2	1
Total Site Plan Acres	1.7	0.00	69.96	19.92	0.00	0.00	0.00	12.99
<b>Planned Developments</b>								
PD Gen Dev Plans/Major Mod. (PD)	0	0	1	0	0	0	0	0
PD Acres	0	0	68.73	0		0	0	0
Development Plan Modification (PDM)	1	0	4	0	1	0	0	0
<b>Annexations</b>								
Annexation Agreements Received	0	0	0	0	4	0	1	0
Annexation Cases (ANX) Approved by City Council	0	0	2	1	0	0	37	0
Parcels	0	0	1	1	0	1	1	3
Acres	0	0	1	0	0	1	0	3
	0	0	45	43.90	0	1	0	152.95



**City of North Augusta**  
**Department of Planning and Development**  
**Monthly Report for October 2022**

Item	This Month	Year To Date	Same Month Last Year	Last Year To Date
<b>Fees Collected</b>				
Development Applications	\$4,457.30	\$42,322.79	\$1,140.00	\$16,849.00
Appeals	\$250.00	\$4,257.77	\$0.00	\$1,600.00
Maps/Publications	\$0.00	\$0.00	\$0.00	\$0.00
Special Review Fees	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Fees</b>	<b>\$4,457.30</b>	<b>\$46,580.56</b>	<b>\$1,140.00</b>	<b>\$18,449.00</b>

\* Not yet recorded

Item	This Month		Year To Date		Same Month, Last Year		Last Year To Date	
	Case Received or Investigated	Case Closed	Case Received or Investigated	Case Closed	Case Received or Investigated	Case Closed	Case Received or Investigated	Case Closed
<b>Code Enforcement</b>								
Property Maintenance	12	13	160	135	10	32	137	78
Property Leins/Contractor Mitigation	0	0	1	1	0	0	0	0
Swimming Pools	0	0	11	6	0	2	5	7
Recreational Vehicles/RV/Boat/Utility Trailers	0	1	27	26	1	2	5	2
Illegal Vehicles	6	2	43	37	7	9	52	30
Commercial Vehicles/Equipment	1	1	4	4	0	0	2	0
Temporary Signs	56	56	767	767	208	2	71	15
Landscape Inspections	27	37	184	184	22	0	135	0
Structure Demolitions	0	0	0	0	0	0	0	0
Citation/Summons Issued	0	0	2	2	0	0	0	0
Stormwater Complaint	2	3	12	9	0	0	0	0
Sanitation Complaint	1	2	31	27	0	0	0	0
No License/Permit Etc.	1	2	85	77	0	0	0	0

City of North Augusta  
Department of Planning and Development

North Augusta Planning Department

**October 2022 Staff Approvals**

**Residential Site Plans**

Application Number	Tax Parcel Number	Applicant	Legal Description	Zone	Approval Date	Structure
B22-0296	005 12 18 009	DR Horton	6073 Whitewater Dr	R-5	10/31/2022	New Residential Construction
B22-0299	005 12 18 006	DR Horton	6051 Whitewater Dr	R-5	10/10/2022	New Residential Construction
B22-0300	005 12 18 005	DR Horton	6045 Whitewater Dr	R-5	10/31/2022	New Residential Construction
B22-0630	007 11 05 077	Green & Green Construction	811 East Ave	R-7	10/20/2022	New Residential Construction
B22-0752	011 05 10 001	Plandwell	7007 Kingburgh Lane	R-7	10/6/2022	New Residential Construction
B22-0753	011 05 11 003	Plandwell	7036 Kingburgh Lane	R-7	10/6/2022	New Residential Construction
B22-0760	011 05 11 004	Plandwell	7028 Kingburgh Lane	R-7	10/6/2022	New Residential Construction
B22-0775	005 13 02 003	Kyle Green	424 Cooper Mill Rd	R-14	10/18/2022	Roof Over Existing addition to rear deck
B22-0786	011 05 08 001	Designer Homes of Georgia	5438 Greyton Cir	R-7	10/19/2022	New Residential Construction
B22-0787	011 05 08 002	Designer Homes of Georgia	5432 Greyton Cir	R-7	10/19/2022	New Residential Construction
B22-0788	011 05 08 008	Designer Homes of Georgia	5394 Greyton Cir	R-7	10/21/2022	New Residential Construction
B22-0790	002 20 10 004	Phillip Hawkins	707 Merriweather Dr	R-14	10/21/2022	Construct Storage Bldg
B22-0795	010 11 10 001	Winchester Commercial Group	3013 Burly Wood Glen	PD	10/26/2022	New Residential Construction
B22-0796	010 11 10 001	Winchester Commercial Group	3023 Burly Wood Glen	PD	10/31/2022	New Residential Construction

City of North Augusta  
Department of Planning and Development

B22-0797	010 11 10 001	Winchester Commercial Group	3025 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0798	010 11 10 001	Winchester Commercial Group	3029 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0799	010 11 10 001	Winchester Commercial Group	3039 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0801	010 11 10 001	Winchester Commercial Group	3043 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0802	010 11 10 001	Winchester Commercial Group	3047 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0803	010 11 10 001	Winchester Commercial Group	3051 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0804	010 11 10 001	Winchester Commercial Group	3057 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0806	010 11 10 001	Winchester Commercial Group	3067 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0807	010 11 10 001	Winchester Commercial Group	3071 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0808	010 11 10 001	Winchester Commercial Group	3075 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0809	010 11 10 001	Winchester Commercial Group	3079 Burly Wood Glen	PD	10/31/2022	New Residential Construction
B22-0817	007 14 10 011	Larry Meister Custom Homes	231A West Ave	D	10/31/2022	New Residential Construction
B22-0822	007 13 45 004	GrayBeal LLC	389 Blue Clay Dr	PD	10/31/2022	New Residential Construction
B22-0823	001 12 11 017	Jiang Jianfang	714 Otto Run	PD	10/31/2022	Storage Building
SP22-0024	005 09 15 001	Pete Alwine Pools	237 Langfuhr Way	PD	10/6/2022	Swimming Pool
SP22-0025	003 16 13 003	Pete Alwine Pools	1010 Westo St	PD	10/7/2022	Swimming Pool



City of North Augusta  
Department of Planning and Development


**Sign Permits**

Application Number	Tax Parcel Number	Applicant	Legal Description	Zone	Approval Date	Use
SN22-042	007 14 03 002	Keen Signs	Orange Otter Toys	D	10/7/2022	
SN22-043	010 14 08 002	AAA Sign Company	Border States Electric	TC	10/10/2022	
SN22-044	010 15 06 002	Tiffany Edwards	The Preserve at Sweetwater	PD	10/12/2022	
SN22-045	005 19 06 005	Glynn Bruker	Green Forest Commons	PD	10/13/2022	
SN22-046	010 10 07 002	AAA Sign Company	Soho Nails & Spa	TC	10/27/2022	
SN22-047	007 14 04 017	AAA Sign Company	edmont Prompt Care & Physicia	D	10/31/2022	

**Certificate of Zoning Compliance Approvals**

Application Number	Tax Parcel Number	Applicant	Legal Description	Zone	Approval Date	Use
CZC22-111	Food Truck	Robert Whitfield	The Pot Smoker BBQ		10/10/2022	
CZC22-112	011 05 09 003	Kimberly Gavlas	Wild Earth Flowers	R-7	10/6/2022	
CZC22-113	007 08 09 007	Chick-Fil A	Chick- Fil-A	PD	10/7/2022	
CZC22-114	006 18 01 008	Austin Taylor	Austin Taylor Insurance	NC/HC	10/13/2022	
CZC22-115	007 10 29 007	Anna Sams	Anna Sams Photography	R-7	10/19/2022	
CZC22-116	002 16 05 032	James Elder	Tailored Property Services LLC	R-14	10/25/2022	
CZC22-117	005 09 10 018	Susie Shanlian	Susie Shanlian Studio	PD	10/25/2022	

City of North Augusta  
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