

Board of Zoning Appeals



**Minutes for the Tuesday, October 3, 2023, Regular Meeting
6:00 p.m., Council Chambers, 100 Georgia Avenue**

Members of the Board of Zoning Appeals

Wesley Summers

Chairman

Bill Burkhalter

Kathie Stallworth

Jim Newman

Kevin Scaggs

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.

REGULAR MEETING

1. **Call to Order** – 6:00 p.m.
2. **Roll Call** Members present were board members Kathie Stallworth, Jim Newman, Kevin Scaggs, and Chairman Wesley Summers.
3. **Approval of Minutes** – Minutes of the Regular Meeting of June 6, 2023.

Minutes were approved unanimously with changes to page 5, listing the reasoning for denial of internal illumination and typo correction on page 6.

4. **Confirmation of Agenda** No changes to agenda.
5. **ZV23-010** - A request by CSRA Development Co. for a variance from the minimum lot width in Table 3-3, Dimensional Standards of Article 3, Zoning Districts in the North Augusta Development Code. The application affects a future townhome development on an approximately 9.84 acre parcel off East Buena Vista Avenue, TPN 007-15-03-002, proposed to be zoned R-7, Small Lot, Single-Family Residential.
 - a. **Public Hearing** – The purpose of the hearing to receive public comment on the application.

Mr. Paradise explained the applicant desires to request a variance in order to build townhomes and prohibit allowing the building apartments in the case of development does

not proceed. Mr. Paradise continued by saying the variance request is not uncommon and the development will offer connectivity.

Kathie Stallworth questioned if the development would include a particular parcel that the City of North Augusta previously owned at the end of Riverside Blvd (Parcel: 007-15-03-001).

Mr. Paradise stated the parcel is not included in the development.

Chairman Wesley Summers asked about zoning of parcel 007-15-03-001 at the end of Riverside Blvd.

Mr. Paradise stated the parcel is zoned Public Use and explained if there is future development for single family detached dwellings on the parcel 007-15-03-001, it will need to be rezoned.

Chairman Wesley Summers questioned the method of granting a variance before the property is rezoned.

Mr. Paradise explained that granting the variance before the rezoning reduces the time for developers to complete their projects.

Kathie Stallworth asked if the 40ft wide lot requirement is in the new Development Code.

Mr. Paradise answered by explaining that the new Development Code does address a reduce lot frontage for attached housing, however the new Development Code hasn't been adopted as of yet.

Developer Keith Lawrence of 211 Dixon Ct was sworn in. Mr. Lawrence spoke about future development plans for parcel 007-15-03-011 that Kathie Stallworth mentioned previously. He continued by stating the variance would allow a reduction in the minimum lot requirement to 24ft and allow a feasible project in the location. The townhomes would be priced at \$280,000 and would not be cut close to the golf course.

Kathie Stallworth asked if the point of entry would be adjacent to Sikes Avenue.

Mr. Lawrence answered by explaining the point of entry for the development and Sikes Avenue is not adjacent and has a 200ft offset. He confirmed that all townhomes will be built on a slab and will have a garage. There would also not be a connection to the North Augusta Greenway but would include sidewalks to the interior and exterior of the development.

Chairman Wesley Summers questioned if the townhomes garages would be connected to each other and in efforts to provide isolation to each townhome.

Developer Keith Lawrence stated that the builders typically like to design the townhomes with the garages on the outside of the townhomes, but foresees no push back with redesigning the townhomes to be group the garages and providing more isolation.

Tommy Paradise spoke about ensuring the design still abides by the Development Code.

Jim Newman inquired about the maintenance of the development and if each owner would be responsible for the upkeep of their own property and if they would be adequate street lighting.

Mr. Keith Lawrence stated that the development would have a H.O.A in place and they will maintain the entire property including the pond, hedges and sidewalks. The development will also follow the Development Code requirements to ensure adequate street lighting in provided. Lawrence ensure that the sign for the development would fit the Development Code as well and will not be requesting a variance.

Kathie Stallworth expressed concern about if there were any complaints or concerns from the neighboring citizens about increased traffic.

Mr. Keith Lawrence stated that there were no known complaints or concerns over the last period of nine months.

Tommy Paradise spoke to confirm that there were no known calls or questions. He stated that letters were sent out to neighboring citizens and signage was posted. There was no feedback from the public regarding the development.

b. Consideration – Consideration of Application ZV23-010 by the Board of Zoning Appeals.

Kevin Scaggs made the first motion be granted with the following conditions: The variance will apply only to this property. The variance will only apply if the property is successfully rezoned from R-10 to R-7 by City Council. The submitted plan will be consistent with the conceptual plan shown in the variance. Jim Newman made the second motion. It passed unanimously.

6. **ZV23-011-** A request by North Augusta Jiffy Lube for a variance from the minimum lot frontage requirement of Table 3-3, Dimensional Standards of Article 3, Zoning Districts in the North Augusta Development Code. The application affects the subdivision of an

existing automobile service and repair station located at 140 Laurel Lake Drive, TPN 010-18-08-001, approximately 0.42 acres zoned GC, General Commercial, and within the HC, Highway Corridor Overlay District.

- a. **Public Hearing** - The purpose of the hearing to receive public comment on the application.

M. Paradise stated the parcel is being split into two parcels. One parcel has street frontage while the other parcel has no street frontage, which will require a variance due to the Development Code requirement to have a 50ft street frontage. Mr. Paradise also explained that the access to parcel is an easement and there will need to be an agreement from one property owner to give ingress and egress access the other property owner. Mr. Paradise continued by stating that if the parcel is to be split, it will create an offsite sign which is prohibited by the Development Code.

Cranston Engineer, Meuhdi Chu of 452 Ellis Street from, stated the driveway is private driveway but will need to do further research to discover who actually owns the driveway.

Cranston Engineer Lauren Alexander of 341 Landing Dr, stated that the driveway is an access easement. The Jiffy Lube Corporation is asking that their franchisee have Jiffy Lube on its own parcel, which has generated the need to split the parcel. Alexander stated that there is an interest to keep the driveway as an access easement for both parcels.

Mr. Paradise explained if there is not a variance granted now, when the applicant submits a plat for the parcel, it would be denied due to the parcel split resulting in one parcel to not have street frontage.

Chairman Wesley Summers suggested seeking legal advice ensure the authority to grant Jiffy Lube to grant access to the other parcels.

Mr. Paradise suggested continuing the variance and allow the applicant bring back a copy of the agreement providing ingress and egress on the Laurel Lake Drive and also an agreement that would give access to the Jiff Lube Parcel through the vacant parcel for the future owner.

Chairman Wesley Summers suggested tabling the variance and allowing them 30 days to provide more information on ownership of access driveway.

Kevin Scaggs made a motion to continue until next discussion. Kathie Stallworth seconded the motion. Motion was unanimous.

Adjourn 7:16pm

Respectfully Submitted,



Thomas L. Paradise
Director of Planning and Development
Secretary to the Board of Zoning Appeals

Department of Planning and Development



Project Staff Report

ZV23-011 North Augusta Jiffy Lube

Prepared by: Kuleigh Baker

Meeting Date: November 7, 2023

SECTION 1: PROJECT SUMMARY

Project Name	Jiffy Lube Subdivision
Applicant	Joel Lamothe
Address/Location	Laurel Lake Drive
Parcel Numbers	010-18-08-001
Total Development Size	±.42 ac
Existing Zoning	GC, General Commercial
Overlay	HC, Highway Corridor
Variance Requested	NADC Table 3-3 Minimum Lot Frontage for the GC, General Commercial Zoning District

SECTION 2: BOARD OF ZONING APPEALS CONSIDERATION

Per NADC § 18.4.5.4.2, the Board of Zoning Appeals shall hear and decide appeals for variances from the requirements of Article 3, Zoning Districts, and Article 13, Signs, when strict application of the regulations would result in unnecessary hardship.

A variance may be granted in an individual case of unnecessary hardship if the Board of Zoning Appeals makes and explains in writing, all of the following:

1. An unnecessary hardship exists;
2. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
3. The conditions do not generally apply to other property in the vicinity;
4. Because of the conditions, the application of this Chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
5. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance. Harm to the character of the district may include structures that are significantly out of scale, and the creation or potential for the creation of

excessive noise, light, traffic or incompatible late night activity. (Rev. 12-1-08; Ord. 2008-18)

6. In the approval of an application for a variance from the provisions of Article 13, Signs, regulating the size, height, appearance, or location of a sign, the Board of Zoning Appeals shall also find that no alternative signage solution that complies with the provisions of Article 13 is available and would provide adequate visibility, recognition and understanding.
7. The Board of Zoning Appeals may not grant a variance the effect of which would be:
 - a. To allow the establishment of a use not otherwise permitted in a zoning district.
 - b. To extend physically a nonconforming use of land.
 - c. To change zoning district boundaries shown on the official zoning map.
8. If the unnecessary hardship is self-imposed by the applicant the variance should not be granted.
9. The fact that property may be utilized more profitably, should a variance be granted, shall not be considered grounds for a variance.
10. In granting a variance, the Board of Zoning Appeals may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to promote the public health, safety, or general welfare.

Based on these findings of fact, the Board of Zoning Appeals may approve, approve with conditions, or deny the request.

SECTION 3: PUBLIC NOTICE

Per NADC Table 5-1, 6. Variance, the application and description were advertised via a public notice describing the variance request and advertising the scheduled date of the Board of Zoning Appeals hearing in *The Star* and www.northaugusta.net on October 18, 2023. A written notice of the variance request and scheduled date of the Board of Zoning Appeals hearing was mailed to the owners of property within 200 feet of the subject property on October 13, 2023. The property was posted with the required public notice on October 18, 2023.

SECTION 4: SITE HISTORY

This property was initially part of a 4+ acre tract that was a remnant from SCDOT improvements made during the reconfiguration of Exit 5 and the 520 interchanges. The property was rezoned (RZM09-004) in 2009. The request was initially for TC, Thoroughfare Commercial, but was approved as GC, General Commercial by the North Augusta City Council on November 2, 2009, City Council Ordinance 2009-0011.

The property has been subject to several plats to divide the property and dedicate easements to the City. A plat was approved in 2011 (MP11-008) showing the parcel in its current configuration. Additional plat in 2013 subdivided the Waffle House portion of the property.

These plats were subject to an agreement requiring additional intersection improvements for the development of the remaining parcels from the original property. The agreement is dated September 27, 2011.

On October 17, 2019, Planning Commission approved application SP19-002, a Major Site Plan application for a proposed Jiffy Lube and retail strip center along with MW19-004, a Waiver request for modifications to the landscaping requirements of the NADC and CU19-04, a Conditional Use Permit for the automobile repair related uses.

On November 4, 2021, the Board of Zoning Appeals granted a variance for application ZV20-010 to allow for a signage exceeding the maximum total square footage of all signage on a non-residential parcel. The request was for a total of 458 sf of signage, an additional 159 sf more than allowed in order to provide additional wall signage for the proposed Diablo's site.

To date, the Jiffy Lube was developed and operates. Construction stalled on the retail strip center. The applicant seeks to subdivide the two developments.

The Board of Zoning Appeals heard an appeal for the subdivision on October 3, 2023 and continued the meeting with the request that the applicant provide additional information regarding the access easement to the property.

SECTION 5: EXISTING SITE CONDITIONS

	<u>Existing Land Use</u>	<u>Future Land Use</u>	<u>Zoning</u>
Subject Parcel	Vacant	Commercial	GC, General Commercial
North	Commercial	Commercial	GC, General Commercial
South	I-20 Right-of-Way	N/A	N/A
East	Commercial	Commercial	GC, General Commercial
West	I-20 Right-of-Way	N/A	N/A

Access – The site currently is accessible from an internal drive only. Specifics are provided in the Declaration of Reciprocal Easements for McLaurel Lake, LLC parcels provided in the staff report attachments.

Topography – The subject property has been previously graded and is mainly flat, though slightly elevated from the McDonald’s site to the north.

Utilities – The site has access to an existing eight-inch sanitary sewer running mainly east-west across the property. The site has access to an existing eight inch water service line running in from Edgefield Rd. along Laurel Lake Drive. Water is available through the northern property.

Floodplain – The site does not appear to contain any regulated floodplain.

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 2020 Water Quality Report as the basin has the least impact to the City. The Franklin Branch Basin is located along the edge of the City limits near 1-20 and Highway 25, with the majority falling outside the City limits. All of the commercial and residential development that has occurred in the area over the past 10 years has been designed with water quality treatment components for the stormwater systems. Random sampling is done if problems are encountered.

SECTION 6: STAFF EVALUATION AND ANALYSIS

The applicant requests a variance to allow a variance from the requirements of the minimum lot frontage for the GC, General Commercial Zoning District listed in Table 3-3, Dimensional Standards in Article 3, Zoning Districts of the North Augusta Development Code. The minimum lot frontage required for the GC zoning district is 50 ft. By subdividing the Jiffy Lube parcel, the resulting strip shopping center parcel would not have any public street frontage, as it is accessed from a driveway off of Laurel Lake Drive.

Following is analysis required by NADC §5.1.4.5.b (Staff commentary is bulleted):

1. An unnecessary hardship exists;
 - The applicant states that an unnecessary hardship is created due to the site's location at the intersection of Edgefield Road and I-20 West. The presence of the Interstate highway limits access that would typically be available on a regular roadway and creates a parcel of land without direct access from public street frontage.
 - Staff notes that the geometry of the site is difficult to access from public streets due to the existing roadway configurations.

2. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - The applicant states this situation only applies to certain parcels alongside interstate highways which cannot be considered legal public street frontage.
 - Staff notes that this site can only be accessed from a private driveway and that this condition is unique to the property.

3. The conditions do not generally apply to other property in the vicinity;
 - The applicant states this situation only applies to certain parcels alongside interstate highways which cannot be considered legal public street frontage.
 - Staff notes that the surrounding parcels are impacted by the existing driveway but having been previously fully developed, the conditions do not apply.

4. Because of the conditions, the application of this Chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
 - The applicant states that the ownership of the property will have a substantial impact on its potential for future development. By subdividing the parcel, separate

ownership will allow a wide range of businesses to improve the district. Adjusting the parcel lines will allow for more effective utilization of the property.

5. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance. Harm to the character of the district may include structures that are significantly out of scale, and the creation or potential for the creation of excessive noise, light, traffic or incompatible late night activity. (Rev. 12-1-08; Ord. 2008-18)
 - The applicant states the subdivision will not pose any substantial detriment to adjacent properties or the public good. It will not compromise the overall character of the district or create structures that are out of scale or create excessive noise, light, traffic, or incompatible late night activity.
 - Staff notes that the subdivision of the parcel will not be out of keeping with the character of the commercial district and affects ownership, not the type of development expected.

6. In the approval of an application for a variance from the provisions of Article 13, Signs, regulating the size, height, appearance, or location of a sign, the Board of Zoning Appeals shall also find that no alternative signage solution that complies with the provisions of Article 13 is available and would provide adequate visibility, recognition and understanding.
 - NA

7. The Board of Zoning Appeals may not grant a variance the effect of which would be:
 - a To allow the establishment of a use not otherwise permitted in a zoning district.
 - The existing use is allowed to remain.
 - b To extend physically a nonconforming use of land.
 - The variance does not extend a physically nonconforming use of land.
 - c To change zoning district boundaries shown on the official zoning map.
 - The application does not propose a change to the zoning district boundaries.

8. If the unnecessary hardship is self-imposed by the applicant the variance should not be granted.
 - The applicant states the hardship is created by the existing configuration of the surrounding roads.

9. The fact that property may be utilized more profitably, should a variance be granted, shall not be considered grounds for a variance.

- Staff notes that the fact that the property may be utilized more profitably is not the primary purpose of the request.
10. In granting a variance, the Board of Zoning Appeals may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to promote the public health, safety, or general welfare.
- This variance, if granted, will apply only to this property and the minor subdivision plat as submitted.
 - The existing Diablos sign on the Jiffy Lube site should be removed. No off-site signage is allowed without a separate variance. Should the existing Jiffy Lube sign need to be replaced, it should meet the requirements of the sign code in place at that time or request another variance, if applicable.
 - Staff is open to suggestions for other conditions from the Board.

SECTION 7: ATTACHMENTS

- 1) Aerial Map
- 2) Topography Map
- 3) Zoning Map
- 4) Public Hearing Notice
- 5) ZV21-010 Variance Order
- 6) Application Materials
- 7) Declaration of Reciprocal Easements for McLaurel Lake, LLC parcels
- 8) Easement Plat MP11-008 ("Exhibit A" for Item #7 above)
- 9) Example Cross Utility Easement
- 10) Example Cross Access Easement

cc. Lance Cheely, Cranston Engineering Group, via email
Joel Lamothe, Jiffy Lube, via email



Subject Parcel

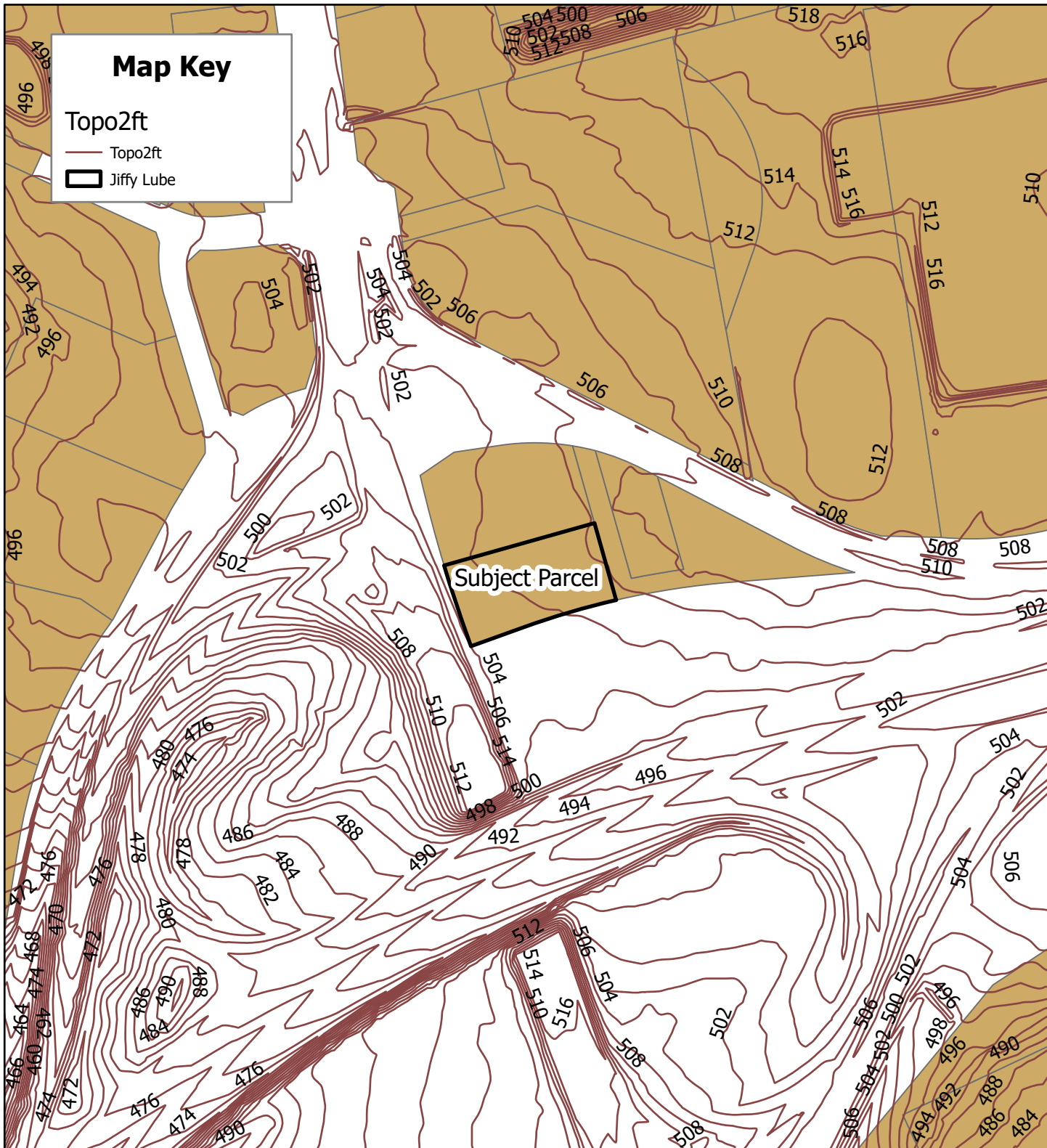
0 25 50 100 150 200 Feet

9/14/2023 8:18



North Augusta
South Carolina's Riverfront

Aerial Map
Application Number ZV23-011
Tax Parcel Number
010-18-08-001

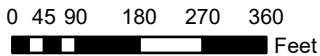


Map Key

Topo2ft

- Topo2ft
- ▭ Jiffy Lube

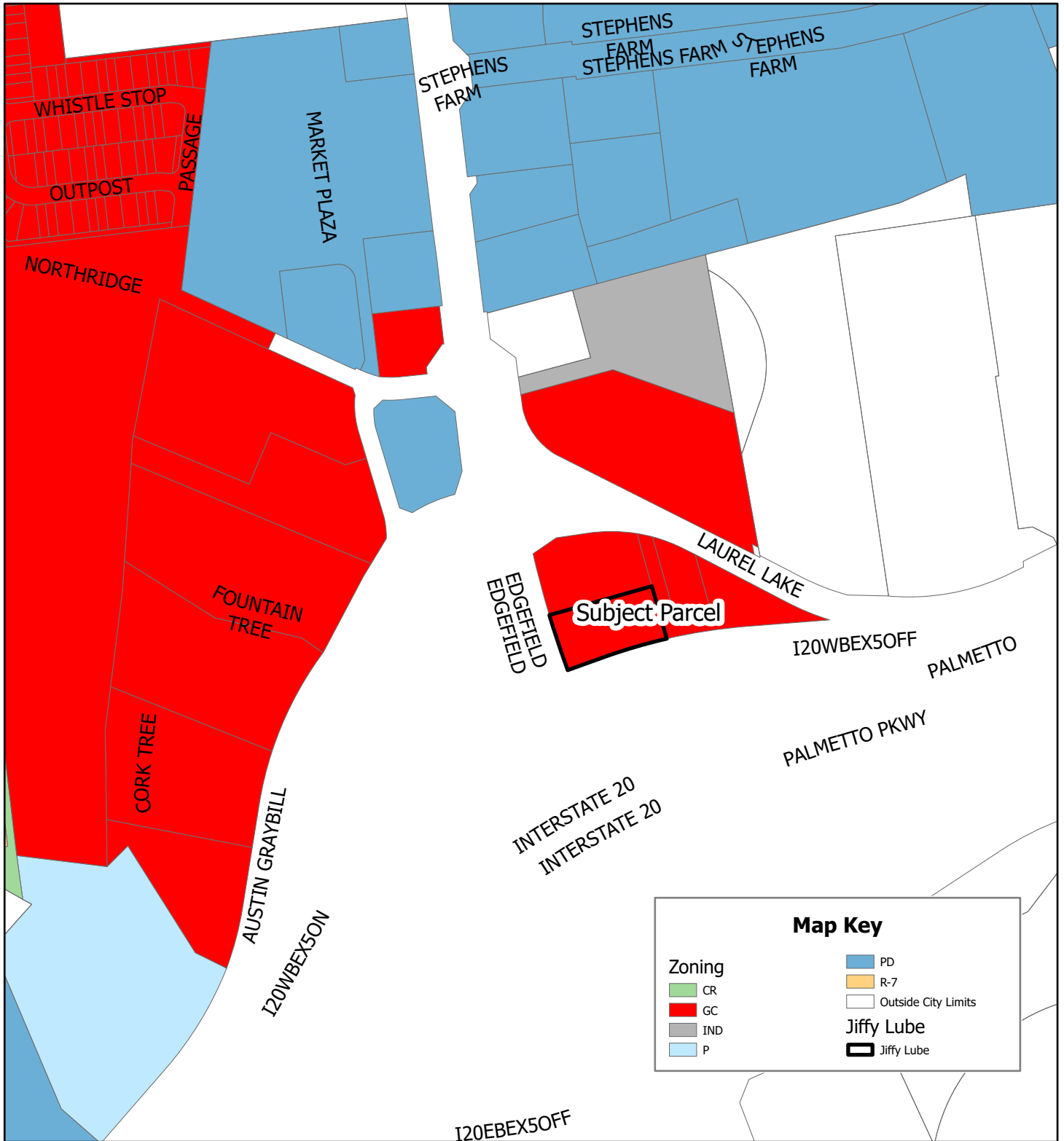
Subject Parcel



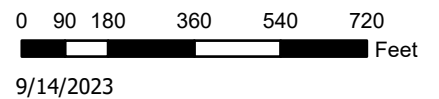
9/14/2023 8:18 AM



Topography Map
Application Number ZV23-011
Tax Parcel Number
010-18-08-001
Approx. 1.1 ac



Zoning Map
 Application Number ZV23-011
 Tax Parcel Number
 010-18-08-001
 Zoned GC, General Commercial
 HC, Highway Corridor Overlay District





100 Georgia Avenue
North Augusta, SC
29841-3843

Post Office Box 6400
North Augusta, SC
29861-6400

City of North Augusta

September 15, 2023

RE: A request by North Augusta Jiffy Lube for a variance from the minimum lot frontage requirement of Table 3-3, Dimensional Standards of Article 3, Zoning Districts in the North Augusta Development Code. The application affects the subdivision of an existing automobile service and repair station located at 140 Laurel Lake Drive, TPN 010-18-08-001, approximately 0.42 acres zoned GC, General Commercial, and within the HC, Highway Corridor Overlay District.

Please note: Your property is not included in the variance request. You are receiving this notice only because you own property within 200 feet of the proposed project area.

Dear North Augusta Property Owner or Current Resident:

The Department of Planning and Development has received a request by North Augusta Jiffy Lube for a variance from the minimum lot frontage requirement of Table 3-3, Dimensional Standards of Article 3, Zoning Districts in the North Augusta Development Code. The application affects the subdivision of an existing automobile service and repair station located at 140 Laurel Lake Drive, TPN 010-18-08-001, approximately 0.42 acres zoned GC, General Commercial, and within the HC, Highway Corridor Overlay District.

The Board of Zoning Appeals will hold a public hearing at **6:00 PM on Tuesday, October 3, 2023** in the Council Chambers located on the 3rd floor of the North Augusta Municipal Center, 100 Georgia Avenue. Following the hearing, the Board of Zoning Appeals will consider and decide on the application.

Documents related to the application will be available for review after September 28, 2023 in the offices of the Department of Planning and Development, Municipal Center, 2nd Floor, 100 Georgia Avenue, North Augusta, South Carolina and online at www.northaugustasc.gov.

Those interested in expressing a view on these cases are encouraged to attend the meeting or provide written comments via email to planning@northaugustasc.gov, by Noon (12pm) on Tuesday, October 3, 2023.

If you have any questions about this application or need additional information, please contact the Department of Planning and Development at 803-441-4221.

Sincerely,

Thomas L. Paradise, Director
Department of Planning and Development

City of
North Augusta, South Carolina
Board of Zoning Appeals

PUBLIC HEARING NOTICE

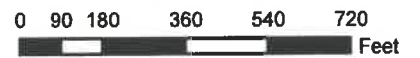
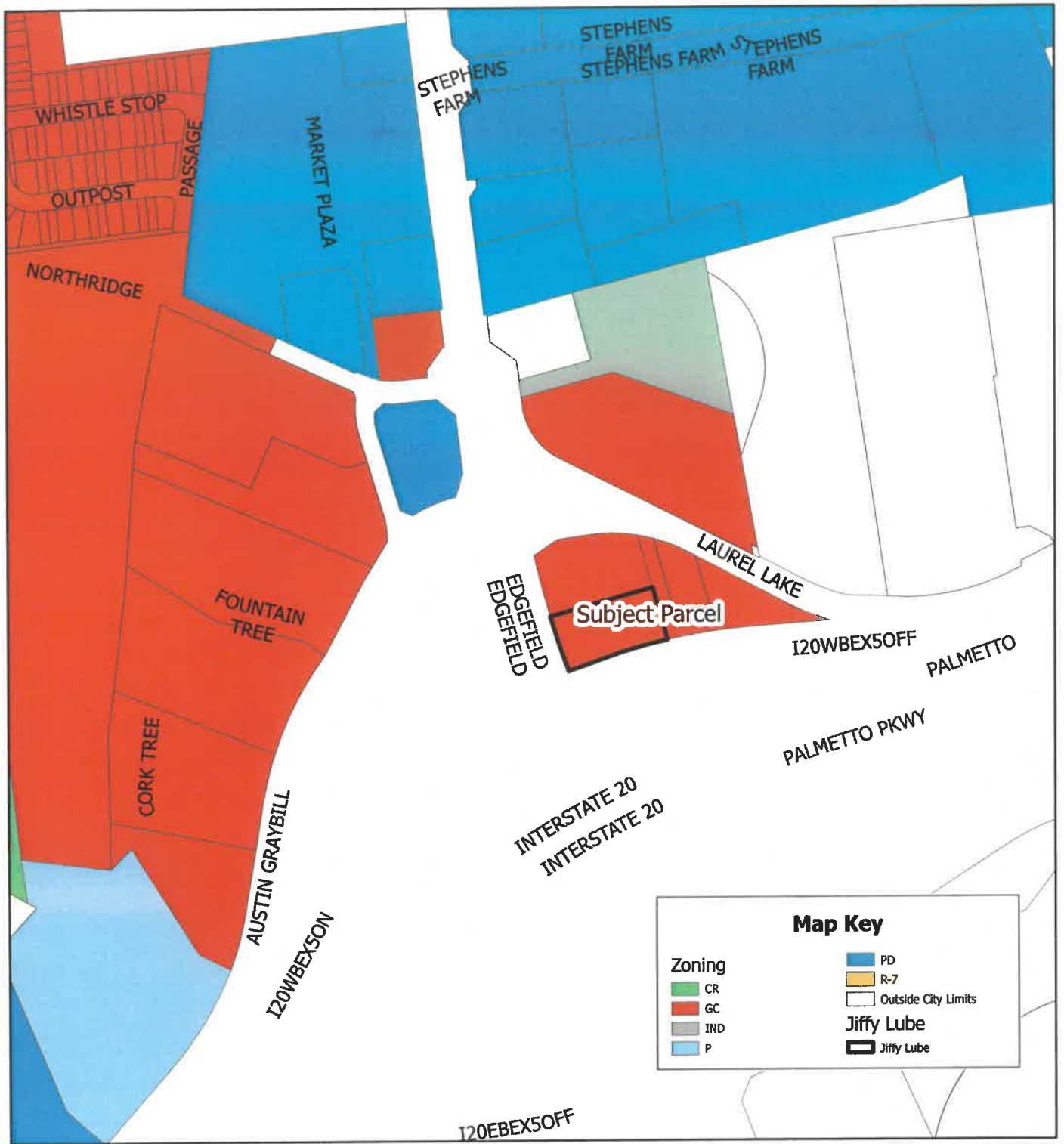
The North Augusta Board of Zoning Appeals will hold a public hearing at its regular monthly meeting beginning at 6:00 PM on Tuesday, October 3, 2023 in the Council Chambers, North Augusta Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina, to receive public input on the following applications:

ZV23-010 - A request by CSRA Development Co. for a variance from the minimum lot width in Table 3-3, Dimensional Standards of Article 3, Zoning Districts in the North Augusta Development Code. The application affects a future townhome development on an approximately 9.84 acre parcel off East Buena Vista Avenue, TPN 007-15-03-002, proposed to be zoned R-7, Small Lot, Single-Family Residential.

ZV23-011 – A request by North Augusta Jiffy Lube for a variance from the minimum lot frontage requirement of Table 3-3, Dimensional Standards of Article 3, Zoning Districts in the North Augusta Development Code. The application affects the subdivision of an existing automobile service and repair station located at 140 Laurel Lake Drive, TPN 010-18-08-001, approximately 0.42 acres zoned GC, General Commercial, and within the HC, Highway Corridor Overlay District.

Documents related to the applications will be available for public inspection September 28, 2023 in the offices of the Department of Planning and Development on the second floor of the Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina and online at www.northaugustasc.gov. All residents and property owners interested in expressing a view on these cases are encouraged to attend or provide written comments to planning@northaugustasc.gov.

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



9/14/2023



Zoning Map
 Application Number ZV23-011
 Tax Parcel Number
 010-18-08-001
 Zoned GC, General Commercial
 HC, Highway Corridor Overlay District

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
In Re: Jiffy Lube/Diablo's)
)
)
Variance Approval)
)

BEFORE THE
CITY OF NORTH AUGUSTA
BOARD OF ZONING APPEALS

ORDER

Application Number: ZV21-010
Parcel Number: 010-18-08-001
104 Laurel Lake Drive

Request

The applicant requests a variance to allow for 159 sf of wall signage for Diablo's and 200 sf of wall signage for Jiffy Lube located on Laurel Lake Drive. The request is in addition to a previously approved freestanding sign measuring approximately 99 sf. The maximum total square footage of all signage allowed on a parcel in the Highway Corridor Overlay District is 300 sq. ft. or 10% of the ground floor area, or 6 sq. ft. per linear ft. of frontage, whichever is least. On this site, 300 sq. ft. is the most restrictive sign area. The request is for a total of 458 sf of signage on the subject parcel, an additional 159 sf more than allowed by NADC Article 13, Signs, Section 13.8.3.n. Maximum Total Square Footage of All Signage on a Non-Residential Parcel or Lot.

Public Notice

A public notice describing the request and advertising the scheduled date of the Board of Zoning Appeals (Board) public hearing was published in *The Star* and on www.northaugusta.net on October 21, 2021. A written notice of the variance request and scheduled date of the Board hearing was mailed to the owners of property within 200 feet of the subject property October 18, 2021. The property was posted with the required public notice on October 20, 2021.

Findings of Fact and Decision

Section 18.4.5.4.2 of the North Augusta Development Code defines the Board's powers and duties related to hearing and deciding upon appeals for variances and provides the criteria which the Board must use in reviewing each variance request. To grant a variance, the Board must find and explain in writing that the evidence and facts of the case prove that each of the following mandatory factors applies:

1. An unnecessary hardship exists;
2. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
3. The conditions do not generally apply to other property in the vicinity;
4. Because of the conditions, the application of this Chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
5. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance. Harm to the character of the district may include structures that are significantly out of scale, and the creation or potential for the creation of excessive noise, light, traffic or incompatible late night activity. (Rev. 12-1-08; Ord. 2008-18)
6. In the approval of an application for a variance from the provisions of Article 13, Signs, regulating the size, height, appearance, or location of a sign, the Board of Zoning Appeals shall also find that no alternative signage solution that complies with the provisions of Article 13 is available and would provide adequate visibility, recognition and understanding.
7. The Board of Zoning Appeals does not grant a variance the effect of which would be:
 - a. To allow the establishment of a use not otherwise permitted in a zoning district.
 - b. To extend physically a nonconforming use of land.
 - c. To change zoning district boundaries shown on the official zoning map.
8. That the unnecessary hardship is not self-imposed.
9. That using the property more profitably was not grounds for granting the variance.
10. In granting a variance, the Board of Zoning Appeals may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to promote the public health, safety, or general welfare.

Based upon these factors, the Board's review of this application, consideration of the staff report as well as testimony and evidence submitted by the applicant, and providing the opportunity for public comment at the hearing, the Board has found in the affirmative that the appeal meets all of the standards required to issue the variance.

After a motion made by Kevin Scaggs, and duly seconded by Jim Newman, the Board voted unanimously to approve the application with the following conditions:

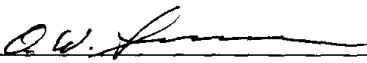
- 1) The variance will apply only to this property and the sign details as submitted. Should the sign need to be replaced, it should meet the requirements of the sign code in place at that time or request another variance, if applicable.

Therefore, based upon these findings of fact and conclusions of law; it is:

ORDERED that subject to the conditions enumerated herein, the applicant's request for a variance to allow 458 sq. ft. of signage on the subject parcel as shown in the application is GRANTED; and further

ORDERED that the executed Order be given to the North Augusta City Clerk and that copies be provided to the applicant and the North Augusta Department of Planning and Development.

IT IS SO ORDERED



O. Wesley Summers, Chairman
Board of Zoning Appeals

November 29, 2021
North Augusta, South Carolina

Copy of this order sent to the applicants **BY CERTIFIED MAIL** on _____, 2021.

Thomas L. Paradise, Interim Director
Department of Planning & Development
Secretary to the Board of Zoning Appeals

2021039675
ORDER
RECORDING FEES \$25.00
PRESENTED & RECORDED
12-30-2021 04:01 PM
JUDITH WARNER
REGISTER OF MISC CONVEYANCE
AIKEN COUNTY, SC
BY: QUINLAN BATES DEPUTY
BK: RB 4988
PG: 2241 - 2243

Notice of Appeal

Please type or print all information



Staff Use Only

Application Number 2123-001

Date Received 9-5-23

Review Fee 250.00

Date Paid 9-5-23

1. Project Name North Augusta Jiffy Lube

Project Address/Location Laurel Lake Drive

Total Project Acreage 0.42 AC. Current Zoning General Commercial

Tax Parcel Number(s) 010 18 08 001
2. Applicant/Owner Name Lance Cheely Applicant Phone 706-840-3076

Mailing Address 452 Ellis St

City Augusta ST GA Zip 30901 Email lcheely@cranstonengineering.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 Lance Cheely License No. 1392

Firm Name Cranston, LLC Firm Phone 706-722-1588

Firm Mailing Address 452 Ellis St

City Augusta ST GA Zip 30901 Email lcheely@cranstonengineering.com

Signature *Lance Cheely* Date 9/1/2023
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 documents required by the City must be correct and complete to initiate the compliance review process by the City.

Lance Cheely

Applicant or Designated Agent Signature

Lance Cheely

Print Applicant or Agent Name

9/1/2023

Date

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 2V23-011

Date Received 9-5-23

1. Project Name North Augusta Jiffy Lube
Project Address/Location Laurel Lake Dr, North Augusta, 29860
Project Parcel Number(s) 010-18-08-001
2. Property Owner Name Joel Lamothe Owner Phone 706-667-0767
Mailing Address P.O. BOX 211042
City Martinez ST GA Zip 30917 Email JLAMOTHE@JIFFYLUBEAUGUSTA.COM
3. Designated Agent Lance Cheely
Relationship to Owner Landscape Architect
Firm Name Cranston, LLC Phone 706-722-1588
Agent's Mailing Address 452 Ellis St
City Augusta ST GA Zip 30901 Email lcheely@cranstonengineering.com
Agent's Signature *Lance Cheely* Date 9/1/2023

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

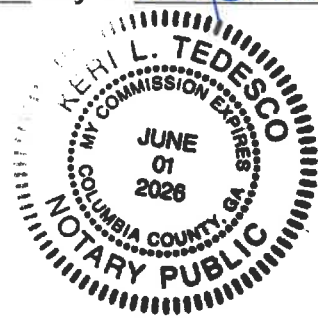
Joel Lamothe
Owner Signature

9/1/2023
Date

5. Sworn and subscribed to before me on this 1 day of September, 20 23.

Keri L. Tedesco
Notary Public

6/1/2026
Commission Expiration Date





CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901

PO Box 2546 Augusta, Georgia 30903

706.722.1588

September 1, 2023

North Augusta Planning and Zoning
100 Georgia Avenue
North Augusta, SC 29841

Attn: Mrs. Kuleigh Baker

RE: North Augusta Jiffy Lube
North Augusta, SC
Cranston File No.: 2023-0281

Dear Mrs. Baker:

On behalf of the owner, Cranston requests a variance from the Planning Department. This letter explains the unique circumstances surrounding the site in question.

An unnecessary hardship exists due to the site's location at the intersection of Edgefield Road and I-20 West. The presence of the interstate highway significantly limits the access that would typically be available on a regular roadway. As a result, it creates a parcel of land without direct access from public frontage streets.

It's important to note that this situation only applies to certain parcels situated alongside an interstate highway or specific types of roadways, which cannot be considered legal public street frontage.

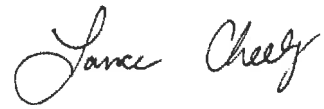
Given these conditions, the ownership of the property will have a substantial impact on its potential for future development. Separate ownership will allow a wide range of businesses to improve the business district. Adjusting the parcel lines will not only allow for a more effective utilization of the property but will also not pose any substantial detriment to adjacent properties or the public good.

Furthermore, this variance will not compromise the overall character of the district. The concept of harm to the district's character encompasses scenarios where structures are significantly out of scale, or there is the potential for excessive noise, light, traffic, or incompatible late-night activities.

With all due respect, we kindly request that the Planning Commission grant approval for the variance of the North Augusta Jiffy Lube. Your understanding and consideration of these circumstances are greatly appreciated.

Sincerely,

CRANSTON LLC

A handwritten signature in black ink that reads "Lance Cheely". The signature is written in a cursive, flowing style.

Lance Cheely, PLA, MBA

BENCHMARK-1:
 (4RB&C)
 N: 631,827.23
 E: 1,714,902.93
 ELE: 507.73'
 (NAD 1983)
 (NAVD 1988)

BENCHMARK-2:
 (4RB&C)
 N: 631,803.24
 E: 1,714,525.55
 ELE: 509.58'
 (NAD 1983)
 (NAVD 1988)

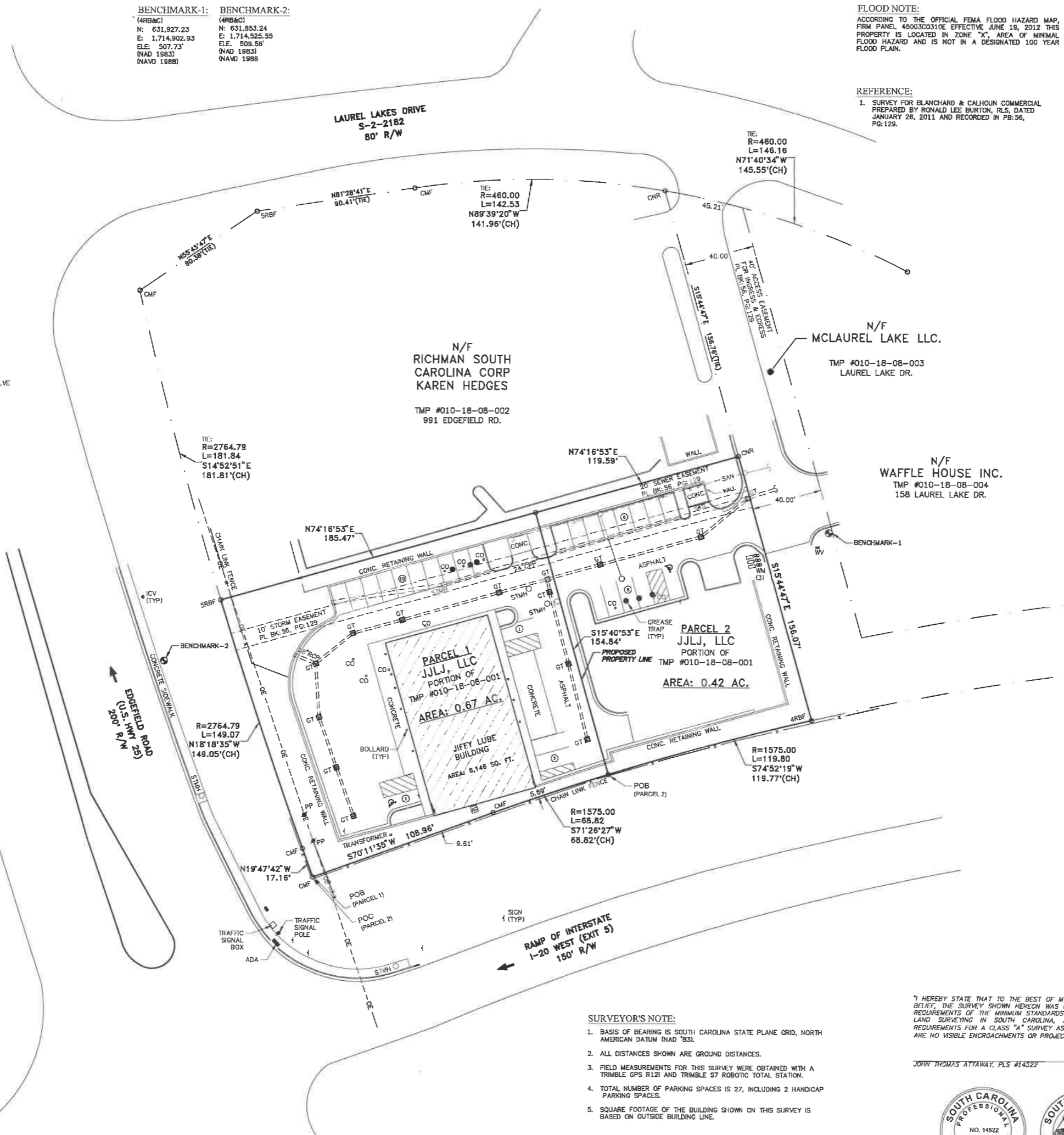
FLOOD NOTE:
 ACCORDING TO THE OFFICIAL FEMA FLOOD HAZARD MAP, FIRM PANEL 4800300310E EFFECTIVE JUNE 19, 2012 THIS PROPERTY IS LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD AND IS NOT IN A DESIGNATED 100 YEAR FLOOD PLAIN.

REFERENCE:
 1. SURVEY FOR BLANCHARD & CALHOUN COMMERCIAL PREPARED BY RONALD LEE BURTON, RLS, DATED JANUARY 28, 2011 AND RECORDED IN PG.56, PG.129.



LEGEND

---	EXISTING PROPERTY LINE
---	ADJOINER PROPERTY LINE
---	SAN - EXISTING SANITARY SEWER
12	NUMBER OF PARKING SPACES
○	EXISTING MANHOLE
RF	REBAR FOUND
CMF	CONCRETE MONUMENT FOUND
CNR	CORNER NOT RECOVERED
TM#	TAX PARCEL NUMBER
⊕	EXISTING POWER POLE
⊕	EXISTING WATER VALVE
⊕	EXISTING WATER METER
⊕	EXISTING IRRIGATION CONTROL VALVE SIGN
SSM#	UTILITY MANHOLE SANITARY SEWER
STM#	STORM SEWER MANHOLE
GT	GRATE TRAP
ICV	IRRIGATION CONTROL VALVE
WV	WATER VALVE
WM	WATER METER
CO	CLEAN OUT



LEGAL DESCRIPTION
PARCEL 1
 All that tract or parcel of land lying and being in the city of North Augusta, Aiken County, South Carolina and more particularly described as follows:

BEGINNING at a concrete monument found located at the intersection of the northerly right-of-way line of I-20 (exit 5 ramp of I-20 west) and easterly right-of-way of Edgely Road, U.S. Highway 25 (having 200' I-20) running along said easterly right-of-way line of Edgely Road (U.S. Hwy. 25) North 19 degrees 47 minutes 42 seconds West for a distance of 17.16 feet to a concrete monument found. Thence, continue along said right-of-way line along a curve to the right having a radius of 2764.79 feet and an arc length of 149.07 feet, subtended by chord North 18 degrees 18 minutes 35 seconds West and a distance of 149.05 feet rebar found. Thence, turning and leaving said easterly right-of-way line of Edgely Road (U.S. Hwy. 25) North 74 degrees 15 minutes 53 seconds East for a distance of 185.47 feet to a point. Thence, South 15 degrees 40 minutes 53 seconds East for a distance of 154.84 feet to a point located at the intersection of said common line and northerly right-of-way line of Interstate I-20. Thence, turning and running along said right-of-way line along a curve to the left having a radius of 1575.00 feet and an arc length of 68.82 feet, subtended by chord South 71 degrees 26 minutes 27 seconds West and a distance of 119.80 feet to a point. Thence, continue along said right-of-way line South 70 degrees 11 minutes 35 seconds West for a distance of 119.80 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION
PARCEL 2
 All that tract or parcel of land lying and being in the city of North Augusta, Aiken County, South Carolina and more particularly described as follows:

COMMENCE at a concrete monument found located at the intersection of the northerly right-of-way line of I-20 (exit 5 ramp of I-20, west bound) and easterly right-of-way of Edgely Road, U.S. Highway 25 (having 200' I-20) running along said right-of-way line North 70 degrees 11 minutes 35 seconds East for a distance of 119.80 feet to a concrete monument found. Thence, continue along said right-of-way line along a curve to the right having a radius of 1575.00 feet and an arc length of 68.82 feet, subtended by chord North 71 degrees 26 minutes 27 seconds East and a distance of 119.80 feet to a point. Said point being the POINT OF BEGINNING. From the POINT OF BEGINNING turning and leaving said right-of-way line of Interstate I-20 (exit 5 ramp of I-20 bound) and running following courses and distances:
 Thence, North 15 degrees 40 minutes 53 seconds West for a distance of 154.84 feet to a point.
 Thence, North 74 degrees 15 minutes 53 seconds East for a distance of 185.47 feet to a concrete monument found.
 Thence, South 15 degrees 40 minutes 53 seconds East for a distance of 154.84 feet to a point located at the intersection of said common line and northerly right-of-way line of Interstate I-20.
 Thence, turning and running along said right-of-way line along a curve to the left having a radius of 1575.00 feet and an arc length of 68.82 feet, subtended by chord South 71 degrees 26 minutes 27 seconds West and a distance of 119.80 feet to the POINT OF BEGINNING.

Said tract or parcel of land contains 0.42 Acre.

MINOR SUBDIVISION I FOR

JLLJ, LLC

SHOWS PROPERTY KNOWN AS TMP # 010-18-08-001, LOCATE AIKEN COUNTY, SOUTH CAROLINA



- SURVEYOR'S NOTE:**
1. BASIS OF BEARING IS SOUTH CAROLINA STATE PLANE GRID, NORTH AMERICAN DATUM (NAD '83).
 2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
 3. FIELD MEASUREMENTS FOR THIS SURVEY WERE OBTAINED WITH A TRIMBLE GPS R12I AND TRIMBLE S7 ROBOTIC TOTAL STATION.
 4. TOTAL NUMBER OF PARKING SPACES IS 27, INCLUDING 2 HANDICAP PARKING SPACES.
 5. SQUARE FOOTAGE OF THE BUILDING SHOWN ON THIS SURVEY IS BASED ON OUTSIDE BUILDING LINE.

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 "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

JOHN THOMAS ATTAWAY, PLS #14522 DATE



10

AIKEN COUNTY GIS

Tax Map:

010-18-08-001

2012013609

RIGHT OF WAY/ EASEMENT

RECORDING FEES \$16.00

STATE TAX \$0.00

COUNTY TAX \$0.00

PRESENTED & RECORDED:

05-31-2012 12:30 PM

JUDITH WARNER

REGISTER OF PUBLIC CONVEYANCE

AIKEN COUNTY, SC

BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4407

PG: 1995 - 2004

WHEN RECORDED, RETURN TO:

AIKEN COUNTY ASSESSOR

Tax Map:

010-18-08-002 PORTION

DECLARATION OF RECIPROCAL EASEMENTS

This Declaration of Reciprocal Easements ("Declaration") is entered into and effective this 30 day of May 2012 (the "Effective Date"), by McLaurel Lake, LLC ("MCLAUREL").

RECITALS

WHEREAS, MCLAUREL is the owner of certain real property located in Aiken County, described on Exhibit A attached hereto, describing Parcel 1, Parcel 2, Parcel 3 Easement #1 and Easement #2; and

WHEREAS, MCLAUREL desires to establish and provide for certain easements which shall benefit and burden its respective properties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENT

1. Easement for Ingress and Egress-Access Drive. MCLAUREL hereby establishes a non-exclusive easement for vehicular and pedestrian ingress and egress, to and from Parcel 1, Parcel 2 and Parcel 3, appurtenant to such Parcels, over, upon and across the area shown as Easement #1 (the "Access Drive"), together with an exclusive easement for the benefit of Parcel 1 to install, operate, maintain, repair, replace and renew the Access Drive at such time as the McDonald's USA, LLC ("McDonald's") Lease, evidenced by the Memorandum of Lease (the "McDonald's Lease") recorded in Book 4375, at Page 129 of the Aiken County Register of Deeds, expires or terminates in accordance with its

terms. MCLAUREL agrees that the Access Drive shall not be changed in any way without McDonald's consent during the term of the McDonald's Lease.

2. Easements for Utilities. (a) MCLAUREL hereby establishes non-exclusive easements, appurtenant to Parcel 1, Parcel 2 and Parcel 3 for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, including a portion of the detention pond located upon Parcel 1 and Parcel 2 (the "Detention Pond") over, above, under, in and across Parcels 1 and 2, wherever such utility lines may be located, as well as for the purposes of ingress and egress over, under and across each of such Parcels for such purposes. No trees, permanent buildings or other structures will be placed in or allowed to encroach upon the easements, and no change of grade elevation or excavation will be made thereon without the prior written approval of the owners of record of Parcel 1, Parcel 2 and Parcel 3. MCLAUREL hereby establishes for the benefit of Parcel 1, Parcel 2 and Parcel 3, the right to use, coupled with this easement, such utilities and related facilities. Maintenance of the utility lines and all related facilities located on each Parcel, other than the Detention Pond, in good condition and repair shall be the responsibility of the owner of record of each respective Parcel.

(b) MCLAUREL hereby establishes a non-exclusive easement and license, appurtenant to Parcel 2 and Parcel 3, to tap into and use the Detention Pond for the purpose of draining any and all surface water runoff from Parcel 2 and Parcel 3 and the improvements which may, from time to time, be constructed, altered, modified and maintained on such Parcels.

(c) MCLAUREL further establishes a non-exclusive easement appurtenant to Parcel 2 and Parcel 3, to tap into and use the water line that may be constructed by McDonald's on Parcel 1.

3. Maintenance of Parcel 2. The record owner of Parcel 2, at its sole cost and expense, will maintain in good condition and repair, or cause to be maintained and kept in repair, the common areas situated on Parcel 2 subsequent to its development, other than the Access Drive. The record owners of Parcels 2 and 3, at their sole cost and expense and upon the development of their respective Parcels and the commencement of their use of the Detention Pond, shall maintain in good condition and repair, or cause to be maintained and kept in repair, that portion of the Detention Pond located on Parcel 2, with the record owner of each such Parcel to bear an equal share thereof. Such obligation to maintain, repair and keep in repair, the common areas and the portion of the Detention Pond located on Parcel 2 will, without limiting its generality, include the following:

- A. Maintaining the surface at such grade and levels that the easement area may be used and enjoyed as contiguous and homogeneous common areas, and maintaining the surface in a level, smooth and evenly covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and

- B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep the areas in a neat, clean and orderly condition; and
- C. Placing, keeping in repair and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, such artificial lighting facilities as will be reasonably required; and
- D. Maintaining any perimeter walls and retaining walls in good condition and state of repair; and
- E. Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping the areas at all times adequately weeded, fertilized and watered; and
- F. Maintaining the Detention Pond, which obligation shall include, but not be limited to, removing sediment, trash and debris in the pond, adequately weeding the pond, maintaining the side slopes of the pond and vegetation in the pond and keeping the inlets in the pond free from obstructions of any kind.

If such record owners fail to meet their respective responsibilities, the record owner of Parcel 1 may maintain and repair Parcel 2, or cause Parcel 2 to be maintained and repaired and bill the record owners of Parcel 2 and Parcel 3 and all other users thereof for its costs. If the record owner of Parcel 1 is not reimbursed within 30 days from the date of billing of such costs, the record owner of Parcel 1 may have a lien for unpaid costs placed upon title to Parcel 2 and Parcel 3 by its recording a lien claim and notice.

It is specifically understood and agreed that the record owner of Parcel 1 will have no obligation or liability whatsoever in connection with the ownership, maintenance or management of Parcel 2 or Parcel 3, other than the Access Drive, and that the record owners of such Parcels will manage, operate and maintain them or cause such to be done on their behalf.

4. Maintenance of Insurance. The record owners of each Parcel, at their sole cost and expense, will provide and maintain, or cause to be maintained, and keep in force Commercial General Liability Insurance, on an occurrence basis, insuring against claims for personal injury, death or property damage occurring in, on or about their respective Parcel with at least a single limit of \$2,000,000.00 per occurrence/\$2,000,000.00 general aggregate. Such record owners will cause to be issued to each other record owner, upon request, proper certificates of insurance evidencing that the above covenants have been complied with, and such certificates will provide that if the underlying insurance is cancelled or changed during the policy period, the insurance carrier will notify the record owner of Parcel 1 at least 30 days prior to such cancellation or change.

5. Maintenance of Access Drive and Detention Pond. The record owner of Parcel 1 shall at its or its tenant's sole cost and expense, maintain in good condition or repair, or cause to be maintained and kept in repair the Access Drive and the Detention Pond. Any obligation of such owner to maintain the portion of the Detention Pond located on Parcel 2 shall terminate when the record owner of Parcel 2 commences use of the Detention Pond. The obligation of the record owner of Parcel 1 to maintain, repair, and keep in repair, the Access Drive and the portion of the Detention Pond located on Parcel 1 will, without limiting the generality, include the following:

- A. Maintaining the surface at such grade and levels that the Access Drive may be used and enjoyed as contiguous and homogenous common areas, and maintain the surface in a level, smooth and evenly covered condition with the type of surface material originally installed or of similar quality, use and durability; and
- B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep the areas in a neat, clean and orderly condition; and
- C. Placing, keeping in repair and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, such artificial lighting facilities as will be reasonably required; and
- D. Maintaining any perimeter walls and retaining walls in good condition and state of repair; and
- E. Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping the areas at all times adequately weeded, fertilized and watered; and
- F. Maintaining the Detention Pond, which obligation shall include, but not be limited to, removing sediment, trash and debris in the pond, adequately weeding the pond, maintaining the side slopes of the pond and vegetation in the pond and keeping the inlets in the pond free from obstructions of any kind.

If the record owner of Parcel 1 fails to meet its responsibilities, the record owners of Parcel 2 and Parcel 3 may maintain and repair the Access Drive and Detention Pond and bill the record owner of Parcel 1 for their costs. If they are not reimbursed within 30 days from the date of billing of their costs, they may have a lien for unpaid costs placed upon title to Parcel 1 by recording a lien claim and notice.

At such time as any portion of Parcel 2 or Parcel 3 is developed, and additional users have access to the Access Drive, the record owner of Parcel 1 will bill the record

owners of Parcel 2 and Parcel 3 for a proportionate share of the cost of maintaining the Access Drive. Such proportionate share is the ratio of square footage of any portion of such Parcel 2 and Parcel 3 that is developed ("Developed Portion") to the sum of (i) the area of Parcel 1 and (ii) the area of the Developed Portion. If the record owner of Parcel 1 is not reimbursed within 30 days from the date of billing of its costs, it may have a lien for such unpaid costs placed upon title to the defaulting owner's Parcel by recording a lien claim and notice.

6. Maintenance Expenses. Except as specifically set forth herein, the respective record owners of Parcel 1, Parcel 2 and Parcel 3 shall, subsequent to the development of their respective Parcels, pay the expense, or cause their tenants to pay any such expense of maintaining and repair their respective Parcels. Such expenses shall include the payment of all real estate taxes and assessments on such Parcels, subject only to the right to defer payment in a manner provided by law and/or in connection with a bona fide contest of such tax or assessment, so long as the rights of the others will not be jeopardized by the deferring of such payment.

7. Easement for Ingress and Egress-Easement #2. MCLAUREL hereby establishes a non-exclusive easement for vehicular and pedestrian ingress and egress, to and from Parcel 1, Parcel 2 and Parcel 3, appurtenant to such Parcels, over, upon and across the area shown as Easement #2, together with a non-exclusive easement for the benefit of Parcel 2 and Parcel 3 to install, operate, maintain, repair, replace and renew the facilities upon Easement #2. The record owners of all Parcels shall at their or their tenants' sole cost and expense, maintain in good condition or repair, or cause to be maintained and kept in repair the facilities located upon Easement #2, with the costs thereof to be shared equally between them.

If either of the record owners of Parcel 2 or Parcel 3 fails to meet its responsibilities, the other record owners may maintain and repair Easement #2 and bill the defaulting record owner for their costs. If they are not reimbursed within 30 days from the date of billing of their costs, they may have a lien for unpaid costs placed upon title to the defaulting owner's Parcel by recording a lien claim and notice.

8. Nature of Easements and Rights Granted.

8.1 Easements Appurtenant. Each of the easements and rights granted or created herein is an appurtenance to Parcel 1, Parcel 2 and Parcel 3 and none of such easements or rights may be transferred, assigned or encumbered except as an appurtenance to such Parcels.

8.2 Nature and Effect of Easements. All of the easements, covenants, restrictions and provisions contained in this Declaration:

8.2.1 create equitable servitudes upon the Parcel 1, Parcel 2 and Parcel 3 properties in favor of the other property;

8.2.2 constitute covenants running with the land; and

8.2.3 shall bind every Person or entity having any fee, leasehold or other interest in any portion of either property at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

8.3 Transfer of Title. The acceptance of any transfer or conveyance of title of all or any part of its interest in any Parcel shall be deemed, without any further action by the grantor or the grantee, to:

8.3.1 require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

8.3.2 require the grantee to assume and agree to perform each and all of the obligations of the conveying party under this Declaration with respect to all (or the applicable portion of) such property which will be conveyed to such grantee.

8.4 Successors; Consolidation or Reconfiguration of Parcels 2 and 3. The obligations set forth in this Section 5 shall be binding on any successors or assigns of the MCLAUREL. MCLAUREL may, in its discretion, cause Parcels 2 and 3 to be replatted, altered or reconfigured at any time. The benefits, burdens and obligations appurtenant to each such Parcel as set forth herein shall apply to such Parcels as so replatted, altered or reconfigured.

9. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if telecopied. Notices shall be addressed to the respective record owner of the Parcels at the addresses of the Parcels, but any addressee may change its address by written notice in accordance herewith.

10. Compliance with Laws and Regulations; Indemnification. The record owners of each Parcel covenant and agree, with respect to their own property, to comply with all

laws, rules, regulations and requirements of all public authorities, including, without limitation, the Americans with Disabilities Act, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to, costs and attorney's fees) arising out of or in any way related to their failure to maintain their respective properties in a safe condition. Such owners will give prompt and timely notice to the other party of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this Article.

11. General Provisions.

11.1 Entire Agreement. This Declaration (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Declaration may be modified or amended only by a written instrument executed by the parties hereto.

11.2 Headings. The subject headings of the sections and paragraphs of this Declaration are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

11.3 Severability. If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Declaration shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

11.5 Successors and Assigns. Each covenant and condition contained in this Declaration shall inure to the benefit of and be binding on the parties to this Declaration and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

11.6 Recording. A fully executed counterpart of this Declaration shall be recorded in the Office of the County Recorder of Aiken County, South Carolina.

11.7 Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any

other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

11.8 Default. In the event of any failure by either party to perform, fulfill or observe any agreement to be performed, fulfilled or observed by the other party, continuing for 30 days, or immediately in situations involving potential danger to the health or safety of persons in, on or about Parcel 1, Parcel 2 or Parcel 3 or any part of such parcel, in each case after written notice specifying such, the other party may, at its election and in addition to any remedies set forth in this Declaration, sue such failure or breach for and on behalf of the defaulting party, and any amount which the party so electing expends for such purpose, or which will otherwise be due by either party to the other, will be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (i) the rate of 10% per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure to the date of payment in full.

11.9 Covenant Not to Compete. The real properties of MCLAUREL described herein are subject to the terms and provisions of that certain Covenant Not to Compete with McDonald's USA, LLC in accordance with the terms and provisions of that certain Ground Lease between them dated April 11, 2011. Such Covenant Not to Compete is duly recorded in the Office of the RMC for Aiken County, South Carolina at Book RB 4375, Pages 142-146, the terms and provisions of which are incorporated herein by reference.

11.10 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of South Carolina.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the MCLAUREL has executed this Declaration as of the date first written above.

McLaurel Lake, LLC

By: MPR Consultants, Inc., Manager

By: _____
Its President

Amber Richards
Witness #1
Patricia Rinker
Witness #2/Notary

STATE OF Georgia)
SOUTH CAROLINA)
COUNTY OF Columbia)

ACKNOWLEDGEMENT

I, a Notary Public for Georgia do hereby certify that McLaurel Lake, LLC by Victor J. Mills in his capacity as President of MPR Consultants, Inc., its Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 30 day of May, 2012.

Patricia Rinker
Notary Public for Georgia

My Commission Expires: 4-24-16



Exhibit A

Legal Description of McLaurel Properties

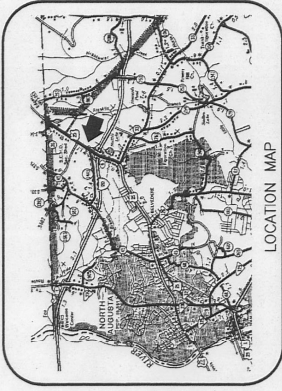
All those certain pieces, parcels or lots of land, with improvements thereon, lying and being situate in the City of North Augusta, Aiken County, and shown and designated as "Parcel #1 57,935 SF. 1.33 AC.", "Parcel #2 47,676 SF. 1.09AC.", "Parcel #3 72,702 SF. 1.67 AC.", "Easement #1" and "Easement #2" on that certain survey prepared for Blanchard & Calhoun Commercial recorded in Plat Book 56, at Page 129 of the Aiken County Register of Deeds. Reference is made to the aforesaid plat for a more accurate and complete description of the metes and bounds of the subject property.

BEING the same property conveyed to McLaurel Lake, LLC by deed of Earnest M. Long, Jr. dated December 21, 2010 and recorded December 22, 2010 in Record Book 4339, Page 1805, Aiken County Records.

010-18-08-002

REF.: PLAT LOCATED IN THE CITY OF NORTH AUGUSTA FOR Aiken County - SOUTH CAROLINA BY WILLIAM H. MCKE, III, PLS. 05/16/10.

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	17°45'13"	S 89°39'20" E	71.84	460.00	142.53	141.96
C2	181°21'21"	S 71°40'54" E	73.70	460.00	146.17	145.55
C3	08°29'19"	S 81°17'42" E	116.88	1575.00	233.34	233.13
C4	06°51'42"	S 73°37'12" W	84.42	1575.00	188.62	188.51
C5	05°48'19"	S 67°28'36" E	65.30	761.31	130.29	130.13
C6	03°05'21"	N 18°18'35" W	74.85	2784.79	149.07	149.05
C6	03°46'06"	N 14°52'31" W	80.85	2784.79	151.84	151.81



APPROVED
 MINOR SUBDIVISION PLAT
 CITY OF NORTH AUGUSTA,
 SOUTH CAROLINA
 Pursuant to S. 5-2 of the North Augusta Economic Development Ordinance, as amended, and the Economic Development Ordinance of the City of North Augusta.
 BY: [Signature] DATE: 7/8/11

RECEIVED
 AUG 23 2011
 MP 11-008

RONALD LEE BURTON
 S.C. REGISTERED LAND SURVEYOR
 NO. 15509
 216 WEST 10TH ST.
 GREENWOOD, S.C. 29649
 PHONE: 864-229-6256 229-5408

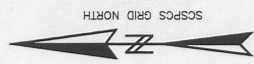


2011019299
 PLAT
 RECORDING FEES \$10.00
 PRESENTED & RECORDED
 09-08-2011 10:09 AM
 JUDITH WARNER
 Aiken County, SC COMPTROLLER
 BY: LYNN STEMBERGER DEPUTY
 BK: PL 56
 PG: 129 - 129

DATE: 01/26/2011
 SCALE: 1" = 60'
 FIELD WORK:

MADE AT THE REQUEST OF
BLANCHARD & CALHOUN COMMERCIAL
 LOCATED AT INTERSECTION OF U.S. 25 & S-2-2182 (LAUREL LAKES DRIVE)
 IN NORTHEAST AREA OF THE CITY OF NORTH AUGUSTA
 Aiken County
 SOUTH CAROLINA
 DR. NO.: 11405
 REV.: 6-17-11 ENST, 3 PARCELS; 7-14-11 MOVE ESMTS.
 8-15-11 ADD SS & STORMW ESMTS.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF SURVEYING IN SOUTH CAROLINA AND THAT IT DOES NOT EXCEED THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.
 [Signature]
 8-15-11



COUNTY OF BERKELEY)
)
STATE OF SOUTH CAROLINA) **RECIPROCAL CROSS ACCESS UTILITY
EASEMENT AGREEMENT**

THIS RECIPROCAL CROSS ACCESS UTILITY EASEMENT AGREEMENT (the “Agreement”) is made and executed on this ___ day of _____, 2023 (“Effective Date”), by JLLJ, LLC, a Georgia limited liability company (the “Declarant”).

RECITALS

WHEREAS, Declarant is the owner of the real property located in Richmond County, Georgia, described on **Exhibit A** attached hereto and incorporated herein by reference (“**Parcel A**”), and also the owner of real property located in Richmond County, Georgia described on **Exhibit B** attached hereto and incorporated herein by reference, (“**Parcel B**”, and together with Parcel A, the “**Property**”); and

WHEREAS, the Property, including proposed Utility Easement use and connections, is described on **Exhibit C** attached hereto and incorporated herein by reference; and

WHEREAS, Parcel A will need to have certain access onto, under, and across Parcel B, in order to connect to, install, maintain, and ensure that Parcel A has access to various utilities which are commercially customary, and the Declarant desires to impose certain easements, conditions and restrictions upon the Property with respect to the various utility access, connections, and maintenance for the benefit of the same, on the terms set forth herein; and

WHEREAS, Parcel B will need to have certain access onto, under, and across Parcel A, in order to connect to, install, maintain, and ensure that Parcel B has access to various utilities which are commercially customary, and the Declarant desires to impose certain easements, conditions and restrictions upon the Property with respect to the various utility access, connections, and maintenance for the benefit of the same, on the terms set forth herein; and

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares that the Property shall be held subject to the following covenants, conditions and restrictions which shall run with the Property and be binding on all parties having any title, right, or interest in the property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

1. Recitals; Definitions. The recitals above stated are incorporated herein by reference. For the purposes of this Easement, the following terms shall have the following meanings:

“Owner” means the owner of fee simple title to any portion of the Property.

“Parcel A” means Parcel A, as the context requires.

“Parcel B” means Parcel B, as the context requires.

“Property” means both Parcel A and Parcel B.

2. Cross Access Utility Easements.

a. Declarant, as the Owner of Parcel A, hereby grants, bargains, sells and conveys unto Parcel B and its successors and assigns, for the benefit of the Owner of Parcel B, its successors and

assigns as to all or any portion of Parcel B, and its Users, (collectively the "**Parcel B Owner**") as the Owner of Parcel B and its successors and assigns, for the benefit of the Parcel B Owner and its tenants, subtenants, customers, invitees, employees and agents ("**Parcel B Users**"), a perpetual, non-exclusive, appurtenant right, privilege and easement over, under and across Parcel A, for the maintenance, repair and replacement of existing water utility lines, gas and natural gas pipes and lines, telephone lines or cables, electrical lines or power lines, poles, conduits, and all necessary and related pipes, facilities, or systems to effectuate the same (collectively, the "**Utilities**") that are necessary for the orderly operation of the PARCEL B Property and its contemplate improvements and use (the "**Parcel B Utility Easement**"); provided that the rights granted pursuant to such easement shall at all times be exercised in such a manner as to limit and minimize interference with the normal operation of PARCEL A.

b. In consideration and exchange for the Parcel B Utility Easements granted above, Declarant, as the Owner of Parcel B, hereby grants, bargains, sells and conveys unto the Owner of Parcel A and its successors and assigns, for the benefit of the Owner of Parcel A, their successors and assigns and all of their Users, as to all or any portion of Parcel B, (collectively the "**Parcel A Owner**") as the Owner of Parcel A and its successors and assigns, for the benefit of the Owner of Parcel A and its tenants, subtenants, customers, invitees, employees and agents ("individually, "**Parcel A Users**" and together with Parcel B Users, the "**Users**") a perpetual, non-exclusive, appurtenant right, privilege and easement over, under and across Parcel B for the maintenance, repair and replacement of existing Utilities including, but not limited to, water utility lines, gas and natural gas pipes and lines, electrical lines or power lines, poles, conduits, telephone lines or cables, and all necessary and related pipes, facilities, or systems to effectuate the same that are necessary for the orderly development and operation of the Parcel A Property and its contemplate improvements and use (the "**Parcel A Utility Easement**") and together with the Parcel B Utility Easements, the "**Utility Easements**").

c. Parcel A Owner, with respect to Parcel A, and Parcel B Owner, with respect to Parcel B, shall each be solely and exclusively responsible for maintaining, repairing, and/or replacing the Utility Easements, and their related connections, lines, pipes, or other materials (as may be required by the Town, City, County, or respective Utility provider) which provide for the Utilities to service each respective Property. Further, the Owners collectively, regarding their respective Property shall be obligated to keep the Utilities in good and commercially reasonable condition and repair (as may be required by the Town, City, County, or respective Utility provider), including but not limited to, the following: (i) repairing and/or replacing shrubbery or landscaping areas to ensure performance of the Utilities; (ii) maintenance, repair, or replacing of lines, pipes, conduits, poles, or other materials and equipment necessary for the Utilities to be provided; (iii) maintenance and repair of lighting, if any; and (iv) as otherwise may be required by the Utility service providers (together, the "**Maintenance**").

d. With respect to the costs and expenses of the maintenance, repair and replacement of water utility lines, gas and natural gas pipes and lines, telephone lines or cables, electrical lines or power lines, poles, conduits, and all necessary and related pipes, facilities, or systems necessary to effectuate the same, Parcel A Owner, as to Parcel A and Parcel B Owner, as to Parcel B, shall be responsible for the cost and expense of the Utility maintenance, repair, and replacements which are necessary to provide the respective Utility(ies) to their respective Parcels for use on the improvements and structures on their Property. This paragraph is subject to the Indemnification provisions contained in Section 7 of this Agreement. All work performed by the grantee Owner on or in the Utility Easement shall be performed in a good and workmanlike manner and in compliance with all applicable laws, codes and ordinances.

3. Use of Utility Easement(s). Parcel A Owner as to Parcel A and Parcel B Owner as to Parcel B expressly reserves the following rights with respect to the Utility Easement:

- a. The right to use all portions of the Utility Easement located on the respective Property for ingress and egress to service Utilities to all improvements now or hereafter accessed via the Property for purposes of installing, maintaining, and repairing Utilities.
- b. Neither Owner shall not build any buildings or structures that interfere with the ability for the existing Utilities to be repaired, and/or maintained; provided, however, the Owners with respect to their respective Property shall have the right to install, repair, and maintain paving, curb cuts, sidewalks, landscaping, lighting, storm/surface water management, fencing and any other improvements in and on the Utility Easement, provided such improvements are not inconsistent with the easement rights granted herein.
- c. The right to maintain under and over the Utility Easement any and all utility lines and utility equipment provided said installation, construction and maintenance does not unreasonably interfere with the rights granted herein.
- d. Parcel A Owner and Parcel B Owner shall each have the right to use the Utility Easement they've reciprocally granted to each other for any purpose not inconsistent with the easement rights granted herein.

Each of the foregoing rights shall be exercised in a manner so as not to unreasonably interfere with the rights granted in this Agreement.

4. No Representation of Utility Service Provider. Neither Party to this Agreement makes and representations or warranties in connection with the Easement grants contained herein regarding the availability of any specific Utility, the establishment of any hookups, any specific Utility provider, the cost of the installation, maintenance, or repair of any Utilities, or any other representations with respect to the timing, function, performance, or other matters concerning the Utilities. The Parties further acknowledge that these Easement are being granted for the purposes of assisting in good faith to provide for the ability to have access to the respective Parcels Utilities which are customary for commercial buildings and their contemplated uses. Additionally, Parcel B Owner and Parcel B shall be solely responsible and obligated for the cost and expense of any and all connections, impact fees, tap fees, and all other costs arising out of or related to Parcel B Owner or Parcel B's utilities connections, access, and use.

5. Stormwater System. The Owners shall work in good faith to maintain, and comply with the Stormwater Management requirements for Parcel A and Parcel B as required by the City of Grovetown, Columbia County, Georgia. No Owner, or any of the Users, shall be permitted to interfere with or violate the Stormwater Management System approved and required by the City of Grovetown, Columbia County, Georgia, or any other applicable governing body.

6. Insurance. Each Owner shall each keep in full force and effect (or cause its tenant(s) to keep in full force and effect) a policy of commercial general liability insurance for bodily injury, death and property damage with respect to its Parcel with a minimum limit of Five Hundred Thousand and 0/100 Dollars (\$500,000.00) for each occurrence and a minimum limit of One Million and 00/100 Dollars (\$1,000,000) general aggregate. The policies shall name the Owner who obtains the policy as insured, and the other Owners and the other Owners' tenant(s) as additional insured under the policy for the portion of the Access Improvements located upon the insuring party's Parcel.

7. Indemnification. Each Owner does hereby indemnify, defend and hold the other Owner(s) and their respective Users harmless from any claim, loss, or liability arising out of or related to (a) any negligent activity of the indemnifying Owner or its associated Users (including contractors and Utility service providers) in

connection with the use and occupancy of any portion of the Property or in connection with the Utility Easements or its other obligations under this Agreement; (b) any cost, loss, or damage arising in any way out of the Owners and any of their Users conduct, occupancy, use, or actions in the Easement Areas; and (c) any default or violation of this Agreement by the indemnifying Owner or its associated Users. Each Owner shall fully inform their respective Users of the terms, conditions, and obligations of this Agreement. This Section shall not apply to the extent the liability is covered by an applicable insurance policy.

8. Default; Lien Rights. If any Owner determines that a violation of the terms of this Agreement has occurred or is threatened by another Owner, then prior to exercising any remedy for default, such Owner shall give written notice of such default to the defaulting Owner and shall give the defaulting Owner sixty (60) days for correction, if necessary. In the event of a default by an Owner which is not cured within the foregoing period, then the non-defaulting Owner or the Declarant, in addition to any other remedies it may have available at law or in equity: (a) shall have the right, but not the obligation, to exercise self-help if such default is not cured within thirty (30) days of receipt of written notice of the default (or immediately without notice in the existence of an emergency situation) which self-help may include advances of monies to cure defaults of the defaulting Owner; and (b) shall have a lien against the Parcel (or Parcels) of the defaulting Owner and all improvements of the defaulting Owner for any unpaid amount, together with interest on such unpaid amount at the rate of eighteen percent (18%) per annum (or, if lower, the highest rate permitted by applicable law). The defaulting party hereby grants to the aggrieved party a non-exclusive right of entry and non-exclusive easements across and under any and all parts of the defaulting party's Parcel (excluding the right to enter any buildings demised to or owned by others) for all purposes reasonably necessary to enable the aggrieved party (acting directly or through agents, contractors, or subcontractors), to perform any of the terms, provision, covenants or conditions of this Agreement which the defaulting party shall have failed to perform, after notice and time to cure, as aforesaid, but no notice and time to cure need be given in the event of an emergency. Further, the foregoing lien shall be subordinate to the interest of any institutional mortgagee to the extent such institutional mortgagee has recorded a lien prior to the recording of a specific notice of lien pursuant to this Agreement. The foregoing lien rights may be enforced and foreclosed upon pursuant to a suit or action brought in any court of competent jurisdiction.

9. Private Agreement; No Parking Easement. Nothing herein is intended, nor shall be construed, to create any rights whatsoever for the benefit of the general public in and to the Property or the improvements constructed thereon, and nothing herein shall be constituted to effect, or intend to effect, a dedication of any road, street or driveway on the Property to the general public. Nothing herein is intended, nor shall be construed, to create any rights whatsoever for parking by occupants of one Parcel on the other Parcel.

10. Notice. Any notices given pursuant to this Agreement shall be in writing, and shall be personally delivered or deposited in the United States certified mail, postage prepaid, return receipt requested. Upon the conveyance of any Parcel, the notice address for the new owner or lessee shall be provided either (a) by providing a notice to the other Owner(s) in compliance with the terms of this Section and by recording a notice describing this Agreement and stating its address for notice with the Superior Court of Columbia County, Georgia or (b) through an amendment to this Agreement. Any Owner may change its notice address by providing a notice to the other Owner in compliance with the terms of this Section and by recording a notice describing this Agreement and changing its address for notice with the Superior Court of Columbia County, Georgia.

11. Waiver. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

12. Agreement to Run with the Land. The terms, conditions and requirements of this Agreement shall be binding on and inure to the benefit of the Owners of the Parcels and their respective heirs, successors and assigns. The terms, conditions and requirements of this Agreement shall be appurtenant to, affect, and run with the Property for a period of twenty (20) years from the date of recording, after which time it shall be

automatically extended for successive periods of ten (10) years unless amended as provided in this section. This Agreement shall be recorded in the office of the Superior Court Clerk, Columbia County, Georgia, and, when so recorded: (i) every deed, lease, security deed, or other instrument hereafter conveying, leasing, encumbering or in any way affecting title to or any interest in the Property, or any portion thereof, shall be under and subject to this Agreement and to the rights, covenants, obligations, duties, benefits, easements, and other provisions herein created, declared, or contained, as though the same were therein fully recited and set forth in its entirety; and (ii) the execution or acceptance of any instrument, or the act of occupancy or use of the Property, or any portion thereof, shall constitute an agreement to be subject to and bound by this Agreement, and an acceptance and ratification of this Agreement.

13. Amendment. This Agreement may not be terminated, modified or amended, in whole or in part, except by the written consent of all Owners of the Property all as evidenced by an amendment to this Agreement that has been fully executed and acknowledged and recorded in the office of the Superior Court Clerk, Columbia County, Georgia.

14. Miscellaneous. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State in which the Property is located. This Agreement is an integrated agreement and expresses the complete agreement and understanding of the parties. Any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law, provided the essential provisions for each party remain valid, binding, and enforceable. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms. The terms, conditions and requirements of this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument. Time is of the essence of this Agreement.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the undersigned has executed or caused this Agreement to be executed as of the day and year first above written.

Signed, seal and delivered
in the presence of:

DECLARANT:

JLJ, LLC,
a Georgia limited liability company

By: Joel J. LaMothe, Jr.
Its: Manager and Sole Member

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, the undersigned notary public, do hereby certify that JLJ, LLC, a Georgia limited liability company, by Joel J. LaMothe, Jr., its Manager and Sole Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day of _____, 2023

Notary Public for State of: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has executed or caused this Agreement to be executed as of the day and year first above written.

Signed, seal and delivered
in the presence of:

DECLARANT:

JLJ, LLC,
a Georgia limited liability company

Plain Witness

By: Joel J. LaMothe, Jr.
Its: Manager and Sole Member

Notary Public
My Commission Expires:

SAMPLE

EXHIBIT A
LEGAL DESCRIPTION

Parcel A

SAMPLE

EXHIBIT B
LEGAL DESCRIPTION

Parcel B

SAMPLE

EXHIBIT C
LEGAL DESCRIPTION

PROPERTY

SAMPLE

COUNTY OF BERKELEY)
)
STATE OF SOUTH CAROLINA) **RECIPROCAL CROSS ACCESS EASEMENT**
) **AGREEMENT AND COVENANTS**

THIS RECIPROCAL CROSS ACCESS EASEMENT AGREEMENT AND COVENANTS (the “Declaration” or “Agreement”) is made and executed on this ___ day of _____, 2023 (“Effective Date”), by JLLJ, LLC, a Georgia limited liability company (the “Declarant”).

RECITALS

WHEREAS, Declarant is the owner of the real property located in Richmond County, Georgia, described on **Exhibit A** attached hereto and incorporated herein by reference (“**Parcel A**”), and also the owner of real property located in Richmond County, Georgia described on **Exhibit B** attached hereto and incorporated herein by reference, (“**Parcel B**”, and together with Parcel A, the “**Property**”); and

WHEREAS, the Property is described on **Exhibit C** attached hereto and incorporated herein by reference; and

WHEREAS, Declarants desire to impose certain easements, conditions and restrictions upon the Property, for the benefit of the same, on the terms set forth herein.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarants hereby declare that the Property shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions which shall run with the Property and be binding on all parties having any title, right, or interest in the property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

1. Recitals; Definitions. The recitals above stated are incorporated herein by reference. For the purposes of this Declaration, the following terms shall have the following meanings:

“Owner” means the owner of fee simple title to any portion of the Property.

“Parcel A” means Parcel A, as the context requires.

“Parcel B” means Parcel B, as the context requires.

“Property” means both Parcel A and Parcel B.

2. Cross Access Easements.

a. Parcel A Owner, as the Owner of Parcel A, hereby grants, bargains, sells and conveys unto Parcel B Owner, as the Owner of Parcel B and its successors and assigns, for the benefit of the Owner of Parcel B, its successors and assigns as to all or any portion of Parcel B, and its Users, (collectively the “**Parcel B Owner**”) as the Owner of Parcel B and its successors and assigns, for the benefit of the Parcel B Owner and its tenants, subtenants, customers, invitees, employees and agents (“**Users**”), a perpetual, non-exclusive, appurtenant right, privilege and easement for pedestrian and vehicular access, ingress and egress over, across and upon the drive lanes and paved area running across Parcel A to any adjoining private or public roadway for the commercial purpose of pedestrian and vehicular (including, 18-wheel trucks) ingress, egress and regress between Parcel A and Parcel B to and from any public or private roadway (the “**Parcel A Ingress/Egress Easement Area**”).

b. Parcel B Owner, as the Owner of Parcel B, hereby grants, bargains, sells and conveys unto Parcel A Owner, as the Owner of Parcel A and its successors and assigns, for the benefit of the Owner of Parcel A, its successors and assigns as to all or any portion of Parcel A, and its Users, (collectively the “**Parcel A Owner**”) a perpetual, non-exclusive, appurtenant right, privilege and easement for pedestrian and vehicular access, ingress and egress over, across and upon the drive lanes and paved areas on and running across Parcel B to any adjoining private or public roadway, for the commercial purpose of pedestrian and vehicular (including, 18-wheel trucks) ingress, egress and regress between Parcel B and Parcel A to and from any public or private roadway (the “**Parcel B Ingress/Egress Easement Area**” and together with the Parcel A Ingress/Egress Easement Area, referred to herein as the “**Total Ingress/Egress Easement Area**”).

c. No material changes will be made to the location of the driveways, curb cuts, entrances and exits on the Property or any other existing street access as of the Effective Date of this Declaration unless required by public authority or made with the written consent of all of the Owners of the Parcel B and Parcel A, which consents shall not be unreasonably withheld, conditioned or delayed. Parcel B Owner, as the Owner of Parcel B, shall be responsible, at its own expense, for the maintenance of all improvements on and within Parcel B including, but not limited to, the drive lanes, and other pedestrian or vehicular improvements located within and on Parcel B (such improvements located within the Parcel B being referred to herein as the “**Parcel B Ingress/Egress Improvements**”). During any maintenance, repairs, replacements thereof or any other construction thereof thereafter, Parcel B Owner shall not interfere with the business operations of Parcel A Owner, its successors and assigns as to Parcel A, or any portion thereof, and their Users. Each Owner understands and agrees that no barriers, impediments or obstructions of any kind shall be erected, built or placed within any portion of the Property which may impede or hinder the free flow of traffic within the Property and to and from any existing street access on the Effective Date of this Declaration, except with the prior written consent of all affected Owners, which consent shall not be unreasonably withheld, except for temporary interruptions or relocations relating to routine maintenance or repairs which do not materially impair the rights of ingress and egress granted hereby.

d. Parcel A Owner, as the Owner of Parcel A, shall be responsible, at its own expense, for the maintenance of all improvements on and within Parcel A including, but not limited to, the drive lanes, and other pedestrian or vehicular improvements located within and on Parcel A (such improvements located within the Parcel A being referred to herein as the “**Parcel A Ingress/Egress Improvements**”). During any maintenance, repairs, replacements thereof or any other construction thereof thereafter, Parcel A Owner shall not interfere with the business operations of Parcel B Owner, its successors and assigns as to Parcel B, or any portion thereof, and their Users. Each Owner understands and agrees that no barriers, impediments or obstructions of any kind shall be erected, built or placed within any portion of the Property which may impede or hinder the free flow of traffic within the Property and to and from any existing street access on the Effective Date of this Declaration, except with the prior written consent of all affected Owners, which consent shall not be unreasonably withheld, except for temporary interruptions or relocations relating to routine maintenance or repairs which do not materially impair the rights of ingress and egress granted hereby.

e. In the event that Parcel A Owner as to Parcel A, Parcel B Owner as to Parcel B fail to keep and maintain in reasonably good condition the drive lanes, paved driving areas in the parking lot, curb cuts, and other ingress and egress areas to be used for pedestrian and vehicular access on their respective Parcel, and fails to cure or take action to cure such failure within thirty (30) days after receipt of written notice from the Owner of the other Parcel, then consistent with Section 5 of this Agreement, the Owner of the other Parcel shall have the right (but not the obligation) to take such appropriate action to cure, repair, maintain, and fix such deficient conditions on the other Owner’s Parcel and shall have a lien against the Parcel (or Parcels) of the defaulting Owner and all improvements

of the defaulting Owner for any unpaid amount, together with interest on such unpaid amount at the rate of eighteen percent (18%) per annum (or, if lower, the highest rate permitted by applicable law) until such time that it is repair in full.

Except as otherwise set forth in this Agreement, each Owner shall be responsible, at its expense, for separately maintaining the improvements located upon its respective Parcel in good condition and repair and to good and commercially reasonable standards.

3. Insurance. Each Owner shall each keep in full force and effect (or cause its tenant(s) to keep in full force and effect) a policy of commercial general liability insurance for bodily injury, death and property damage with respect to its Parcel with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for each occurrence and a minimum limit of One Million and 00/100 Dollars (\$1,000,000) general aggregate. The policies shall name the Owner who obtains the policy as insured, and the other Owners and the other Owners' tenant(s) as additional insured under the policy for the portion of the Access Improvements located upon the insuring party's Parcel.

4. Indemnification. Each Owner does hereby indemnify, defend and hold the other Owner(s) and their respective Users harmless from any claim, loss, or liability arising out of or related to (a) any negligent activity of the indemnifying Owner or its associated Users in connection with the use and occupancy of any portion of the Property or in connection with its obligations under this Agreement; and (b) any default or violation of this Agreement by the indemnifying Owner or its associated Users. Each Owner shall fully inform their respective Users of the terms, conditions, and obligations of this Agreement. This Section shall not apply to the extent the liability is covered by an applicable insurance policy.

5. Default; Lien Rights. If any Owner determines that a violation of the terms of this Agreement has occurred or is threatened by another Owner, then prior to exercising any remedy for default, such Owner shall give written notice of such default to the defaulting Owner and shall give the defaulting Owner forty-five (45) days for correction, if necessary. In the event of a default by an Owner which is not cured within the foregoing period, then the non-defaulting Owner or the Declarant, in addition to any other remedies it may have available at law or in equity: (a) shall have the right, but not the obligation, to exercise self-help if such default is not cured within thirty (30) days of receipt of written notice of the default (or immediately without notice in the existence of an emergency situation) which self-help may include advances of monies to cure defaults of the defaulting Owner; and (b) shall have a lien against the Parcel (or Parcels) of the defaulting Owner and all improvements of the defaulting Owner for any unpaid amount, together with interest on such unpaid amount at the rate of eighteen percent (18%) per annum (or, if lower, the highest rate permitted by applicable law). The defaulting party hereby grants to the aggrieved part a non-exclusive right of entry and non-exclusive easements across and under any and all parts of the defaulting party's Parcel (excluding the right to enter any buildings demised to or owned by others) for all purposes reasonably necessary to enable the aggrieved party (acting directly or through agents, contractors, or subcontractors), to perform any of the terms, provision, covenants or conditions of this Agreement which the defaulting party shall have failed to perform, after notice and time to cure, as aforesaid, but no notice and time to cure need be given in the event of an emergency. Further, the foregoing lien shall be subordinate to the interest of any institutional mortgagee to the extent such institutional mortgagee has recorded a lien prior to the recording of a specific notice of lien pursuant to this Agreement. The foregoing lien rights may be enforced and foreclosed upon pursuant to a suit or action brought in any court of competent jurisdiction.

6. Parking Easement Specific Maintenance and Conditions. The Owners, their successors, and assigns, hereby grants, bargains, sells and conveys to each other as the Owners of Parcel B and Parcel A, including all of their Users, a perpetual, non-exclusive, appurtenant right, privilege and easement for vehicular access and use of all of the parking spaces and areas running across and on Parcel A and Parcel B and, that such parking shall be shared and used evenly between the Owners and their Users.

The Owners shall be equally responsible in accordance with their Pro Rata share of the Total

Ingress/Egress Easement Area, for maintaining and repairing the Total Ingress/Egress Easement Area in a good and commercially reasonable condition and repair as set forth in Section 2(e) above.

7. Private Agreement. Nothing herein is intended, nor shall be construed, to create any rights whatsoever for the benefit of the general public in and to the Property or the improvements constructed thereon, and nothing herein shall be constituted to effect, or intend to effect, a dedication of any road, street or driveway on the Property to the general public.

8. Notice. Any notices given pursuant to this Agreement shall be in writing, and shall be personally delivered or deposited in the United States certified mail, postage prepaid, return receipt requested. Upon the conveyance of any Parcel, the notice address for the new owner or lessee shall be provided either (a) by providing a notice to the other Owner(s) in compliance with the terms of this Section and by recording a notice describing this Agreement and stating its address for notice with the Superior Court of Columbia County, Georgia or (b) through an amendment to this Agreement. Any Owner may change its notice address by providing a notice to the other Owner in compliance with the terms of this Section and by recording a notice describing this Agreement and changing its address for notice with the Superior Court of Columbia County, Georgia.

9. Waiver. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

10. Agreement to Run with the Land. The terms, conditions and requirements of this Agreement shall be binding on and inure to the benefit of the Owners of the Parcels and their respective heirs, successors and assigns. The terms, conditions and requirements of this Agreement shall be appurtenant to, affect, and run with the Property for a period of twenty (20) years from the date of recording, after which time it shall be automatically extended for successive periods of ten (10) years unless amended as provided in this section. This Agreement shall be recorded in the office of the Clerk of Superior Court of Columbia County, Georgia, and, when so recorded: (i) every deed, lease, security deed, or other instrument hereafter conveying, leasing, encumbering or in any way affecting title to or any interest in the Property, or any portion thereof, shall be under and subject to this Agreement and to the rights, covenants, obligations, duties, benefits, easements, and other provisions herein created, declared, or contained, as though the same were therein fully recited and set forth in its entirety; and (ii) the execution or acceptance of any instrument, or the act of occupancy or use of the Property, or any portion thereof, shall constitute an agreement to be subject to and bound by this Agreement, and an acceptance and ratification of this Agreement.

11. Amendment. This Agreement may not be terminated, modified or amended, in whole or in part, except by the written consent of all Owners of the Property all as evidenced by an amendment to this Agreement that has been fully executed and acknowledged and recorded in the office of the Clerk of Superior Court of Columbia County, Georgia.

12. Miscellaneous. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State in which the Property is located. This Agreement is an integrated agreement and expresses the complete agreement and understanding of the parties. Any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law, provided the essential provisions for each party remain valid, binding, and enforceable. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms. The terms, conditions and requirements of this Agreement shall be binding on and

inure to the benefit of the parties and their respective successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument. Time is of the essence of this Agreement.

[Remainder of Page Left Blank Intentionally]

SAMPLE

IN WITNESS WHEREOF, the undersigned has executed or caused this Agreement to be executed as of the day and year first above written.

Signed, seal and delivered in the presence of:

DECLARANT:

JLJ, LLC,
a Georgia limited liability company

By: Joel J. LaMothe, Jr.
Its: Manager and Sole Member

STATE OF _____)
))
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, the undersigned notary public, do hereby certify that JLJ, LLC, a Georgia limited liability company, by Joel J. LaMothe, Jr., its Manager and Sole Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day of _____, 2023

Notary Public for State of: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has executed or caused this Agreement to be executed as of the day and year first above written.

Signed, seal and delivered
in the presence of:

DECLARANT:

JLJ, LLC,
a Georgia limited liability company

Plain Witness

By: Joel J. LaMothe, Jr.
Its: Manager and Sole Member

Notary Public
My Commission Expires:

SAMPLE

EXHIBIT A
LEGAL DESCRIPTION

Parcel A

SAMPLE

EXHIBIT B
LEGAL DESCRIPTION

Parcel B

SAMPLE

EXHIBIT C
LEGAL DESCRIPTION

PROPERTY

SAMPLE

Department of Planning and Development



Project Staff Report

ZV23-012 Corbitt Residence

Prepared by: La'Stacia Reese

Meeting Date: November 7, 2023

SECTION 1: PROJECT SUMMARY

Project Name	Corbitt Residence
Applicant	Stetson Corbitt
Address/Location	434 Railroad Avenue
Parcel Number	007-13-16-003
Total Development Size	±0.11 ac
Existing Zoning	PD, Planned Development
Overlay	N/A
Variance Requested	Ordinance 2015-14 Revised General Development Plan for Hammond's Ferry Planned Development

SECTION 2: BOARD OF ZONING APPEALS CONSIDERATION

Per NADC § 18.4.5.4.2, the Board of Zoning Appeals shall hear and decide appeals for variances from the requirements of Article 3, Zoning Districts, and Article 13, Signs, when strict application of the regulations would result in unnecessary hardship.

A variance may be granted in an individual case of unnecessary hardship if the Board of Zoning Appeals makes and explains in writing, all of the following:

1. An unnecessary hardship exists;
2. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
3. The conditions do not generally apply to other property in the vicinity;
4. Because of the conditions, the application of this Chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
5. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance. Harm to the character of the district may include structures that are significantly out of scale, and the creation or potential for the creation of

excessive noise, light, traffic or incompatible late night activity. (Rev. 12-1-08; Ord. 2008-18)

6. In the approval of an application for a variance from the provisions of Article 13, Signs, regulating the size, height, appearance, or location of a sign, the Board of Zoning Appeals shall also find that no alternative signage solution that complies with the provisions of Article 13 is available and would provide adequate visibility, recognition and understanding.
7. The Board of Zoning Appeals may not grant a variance the effect of which would be:
 - a. To allow the establishment of a use not otherwise permitted in a zoning district.
 - b. To extend physically a nonconforming use of land.
 - c. To change zoning district boundaries shown on the official zoning map.
8. If the unnecessary hardship is self-imposed by the applicant the variance should not be granted.
9. The fact that property may be utilized more profitably, should a variance be granted, shall not be considered grounds for a variance.
10. In granting a variance, the Board of Zoning Appeals may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to promote the public health, safety, or general welfare.

Based on these findings of fact, the Board of Zoning Appeals may approve, approve with conditions, or deny the request.

SECTION 3: PUBLIC NOTICE

Per NADC Table 5-1, 6. Variance, the application and description were advertised via a public notice describing the variance request and advertising the scheduled date of the Board of Zoning Appeals hearing in *The Star* and www.northaugustasc.gov on October 18, 2023. A written notice of the variance request and scheduled date of the Board of Zoning Appeals hearing was mailed to the owners of property within 200 feet of the subject property on October 17, 2023. The property was posted with the required public notice on October 18, 2023.

SECTION 4: SITE HISTORY

The subject property has a single-family residence, which was constructed in 2006 in the Hammond's Ferry neighborhood in North Augusta.

SECTION 5: EXISTING SITE CONDITIONS

	<u>Existing Land Use</u>	<u>Future Land Use</u>	<u>Zoning</u>
Subject Parcel	Single-Family Residential	Commercial Retail	PD, Planned Development
North	Single-Family Residential	Commercial Retail	PD, Planned Development
South	Vacant	Commercial Retail	PD, Planned Development
East	Single-Family Residential	Commercial Retail	PD, Planned Development
West	Single-Family Residential	Commercial Retail	PD, Planned Development

Access – The site currently is accessible from Railroad Avenue.

Topography – The subject property is relatively flat, with residential development surrounding the parcel.

Utilities – Water and sewer service are existing.

Floodplain – The site does not appear to contain any regulated floodplain.

Drainage Basin – The subject property is located in the Crystal Lake Basin. The Crystal Lake basin is located in the area of the city that encompasses areas of Jackson Avenue, Mokateen, Crystal Lake Drive, Forest and Lake Avenues, lower West Avenue from Sno Cap and below, Bluff and Cumberland Avenues and Crystal Lake. The large drainage depression located near Woodlawn Avenue accepts stormwater from the streets stormwater pipes in the basin. The water flows from these areas across Buena Vista Avenue along Crystal Lake Drive to Crystal Creek. It travels through the basin until it reaches the Savannah River at the end of Savannah Point Drive. The sample point is at that location.

SECTION 6: STAFF EVALUATION AND ANALYSIS

The applicant requests a variance to change the required setback in general and specific locations to allow for a garage living areas and adjustments to the principal building. The proposed side setbacks would be to allow for interior side structures at 3 feet instead of 5 feet and interior sides overhanging at 1.5 feet instead of 3 feet. Rear structure (back right) allowed at 1.5 feet instead of 3 feet and the rear overhanging (back right) allowed at 0 feet instead of 1 foot.

Following is analysis required by NADC §5.1.4.5.b (Staff commentary is bulleted):

1. An unnecessary hardship exists;
 - The applicant states that requirements, as written, diminish the available square footage able to be built. The primary constraint of the unnecessary hardship is due to the configuration of the pie shaped lot. The dimensions, as the rear of the lot is realized, greatly constrain the square footage of structure. By following the conditions for an Accessory Structure more closely, essential space is gained.

Staff notes that the Interior Side (Adjacent to Another Lot) for the Principal Building is 5 feet minimum, 10 feet maximum within 30 feet of the front property line. For Accessory Structures, the minimum setback is 3 feet.

2. There are extraordinary and exceptional conditions pertaining to the particular piece of property;
 - The applicant states that the underlying condition driving the additions to the house is the necessity to move the applicant's mother to his residence. The applicant's mother's health is declining, and as a result, the applicant needs to be able to have her close to them to aid in her care. The applicant needs maximum space to be able to accommodate certain ADA needs, including installing a lift under roof which is accessible to both structures. The current setback requirements erode valuable space to allow her the best living conditions possible. Space is already tight without the variance, let alone the approval.

Staff notes that the subject parcel has a single-family residence, which utilizes the maximum width possible with current required setbacks.

3. The conditions do not generally apply to other property in the vicinity;
- The applicant states that the other lots are not the same dimensional configuration as this one.

Staff notes that surrounding lots are not configured the way as the subject parcel, with the lots not having a pie-shape configuration.

4. Because of the conditions, the application of this Chapter to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property; and
- The applicant states that the restrictions do not allow for construction to utilize as much of the property as reasonably possible. Limited width due to the pie shaped lot is challenging to the new construction but can be overcome by the variance.

Staff notes that the lot is pie-shaped, with the lot being slightly wider at the rear of the lot.

5. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance. Harm to the character of the district may include structures that are significantly out of scale, and the creation or potential for the creation of excessive noise, light, traffic or incompatible late night activity. (Rev. 12-1-08; Ord. 2008-18)
- The applicant states that the variance requested basically mimics the same characteristics of the Accessory Structure requirement. No detriment would occur to adjacent property, public good, or character of the district.

Staff notes that the Accessory Structure requirements from Hammond's Ferry Planned Development Project Narrative states that the interior side (adjacent to another lot) is 3 feet, but may be 0.0 feet where there is a common wall between buildings. If it is a principal building on the interior side (adjacent to another lot), the minimum setback is 5 feet, with the maximum being 10 feet.

6. In the approval of an application for a variance from the provisions of Article 13, Signs, regulating the size, height, appearance, or location of a sign, the Board of Zoning Appeals shall also find that no alternative signage solution that complies with the provisions of Article 13 is available and would provide adequate visibility, recognition and understanding.
- Not applicable

7. The Board of Zoning Appeals may not grant a variance the effect of which would be:
 - a To allow the establishment of a use not otherwise permitted in a zoning district.
 - Setbacks requirements are outlined in General Development Plan for Hammond's Ferry
 - b To extend physically a nonconforming use of land.
 - The variance does not extend a physically nonconforming use of land.
 - c To change zoning district boundaries shown on the official zoning map.
 - The application does not propose a change to the zoning district boundaries.

8. If the unnecessary hardship is self-imposed by the applicant the variance should not be granted.
 - The applicant states that the hardship is created by the written requirements pertaining to setbacks in Ordinance 2015-14.

Staff notes that a hardship is created with the limited space available to accommodate the applicant's mother moving in and aiding with the mother's care.

9. The fact that property may be utilized more profitably, should a variance be granted, shall not be considered grounds for a variance.

Staff notes that the fact that the property may be utilized more profitably is not the primary purpose of the request.

10. In granting a variance, the Board of Zoning Appeals may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the Board may consider advisable to promote the public health, safety, or general welfare.

If the variance is granted, staff would recommend the following conditions:

- *The variance will only apply to this property*
- *The variance would require that the building footprint be constructed as conceptual shown in the exhibits*
- *Modifications must be approved by the Hammonds Ferry Design Review Committee*

Staff is open to suggestions for other conditions from the Board.

SECTION 7: ATTACHMENTS

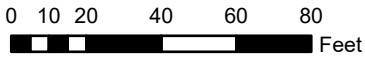
- 1) Aerial
- 2) Topography
- 3) Current Zoning
- 4) Site Photos
- 5) Public Notice
- 6) Application Materials

cc. Stetson Corbitt, via email



Subject Parcel

Aiken County, SC, Maxar, Microsoft



10/9/2023 11:54



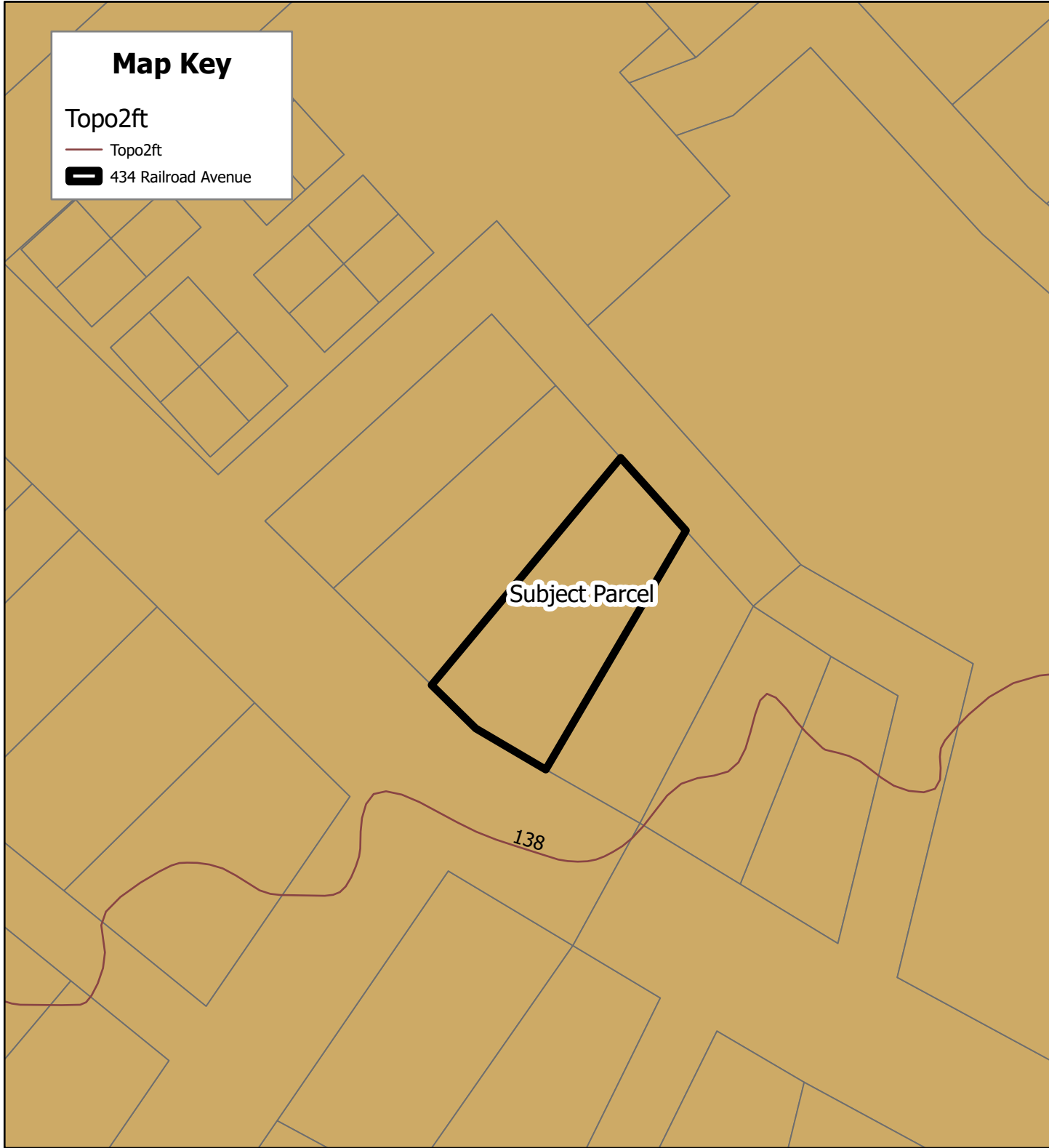
Aerial Map
Application Number ZV23-012
Tax Parcel Number
007-13-16-003

Map Key

Topo2ft

— Topo2ft

▬ 434 Railroad Avenue



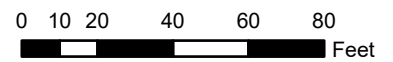
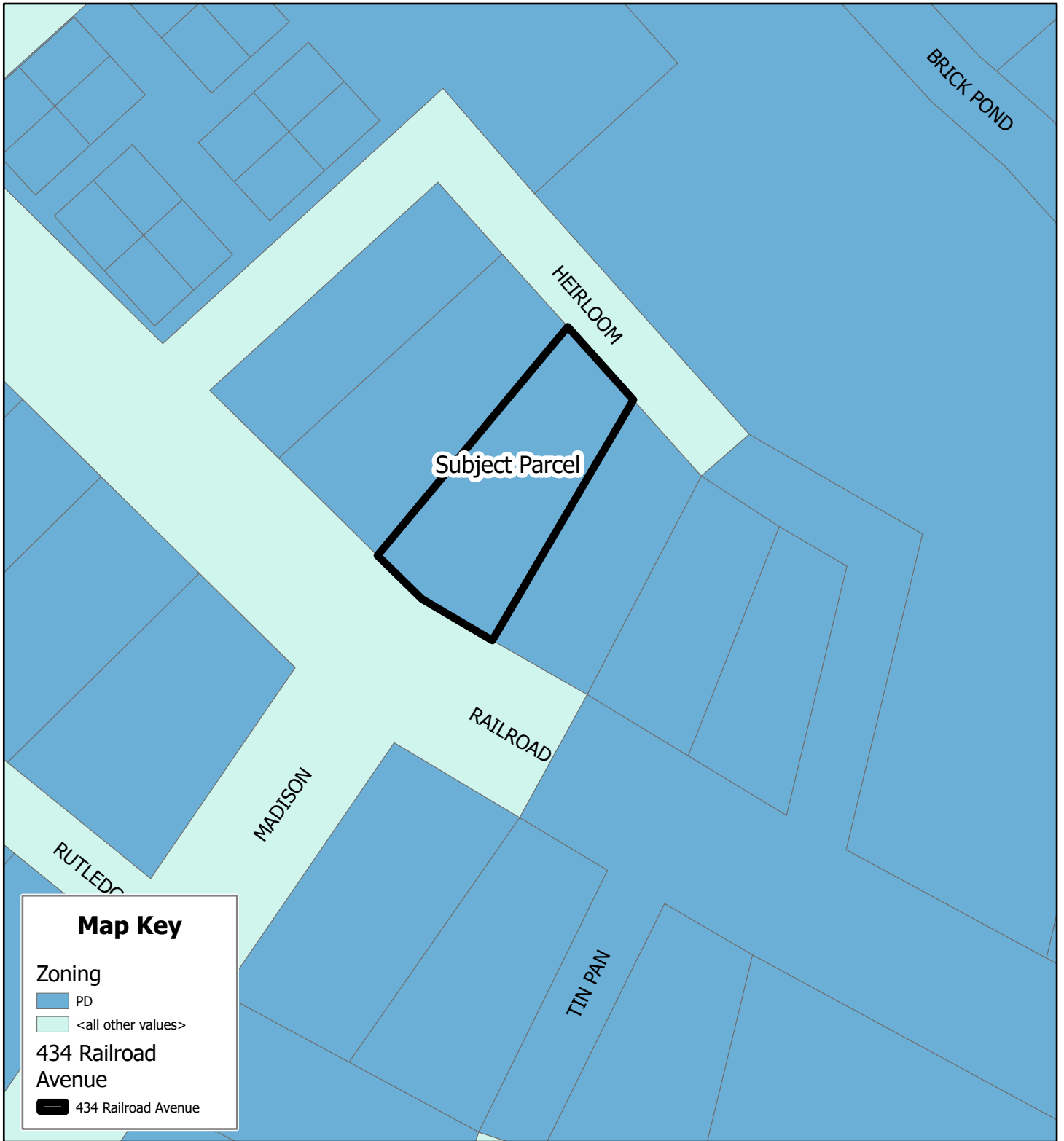
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Feet

10/9/2023 11:52 AM



Topography Map
Application Number ZV23-012
Tax Parcel Number
007-13-16-003



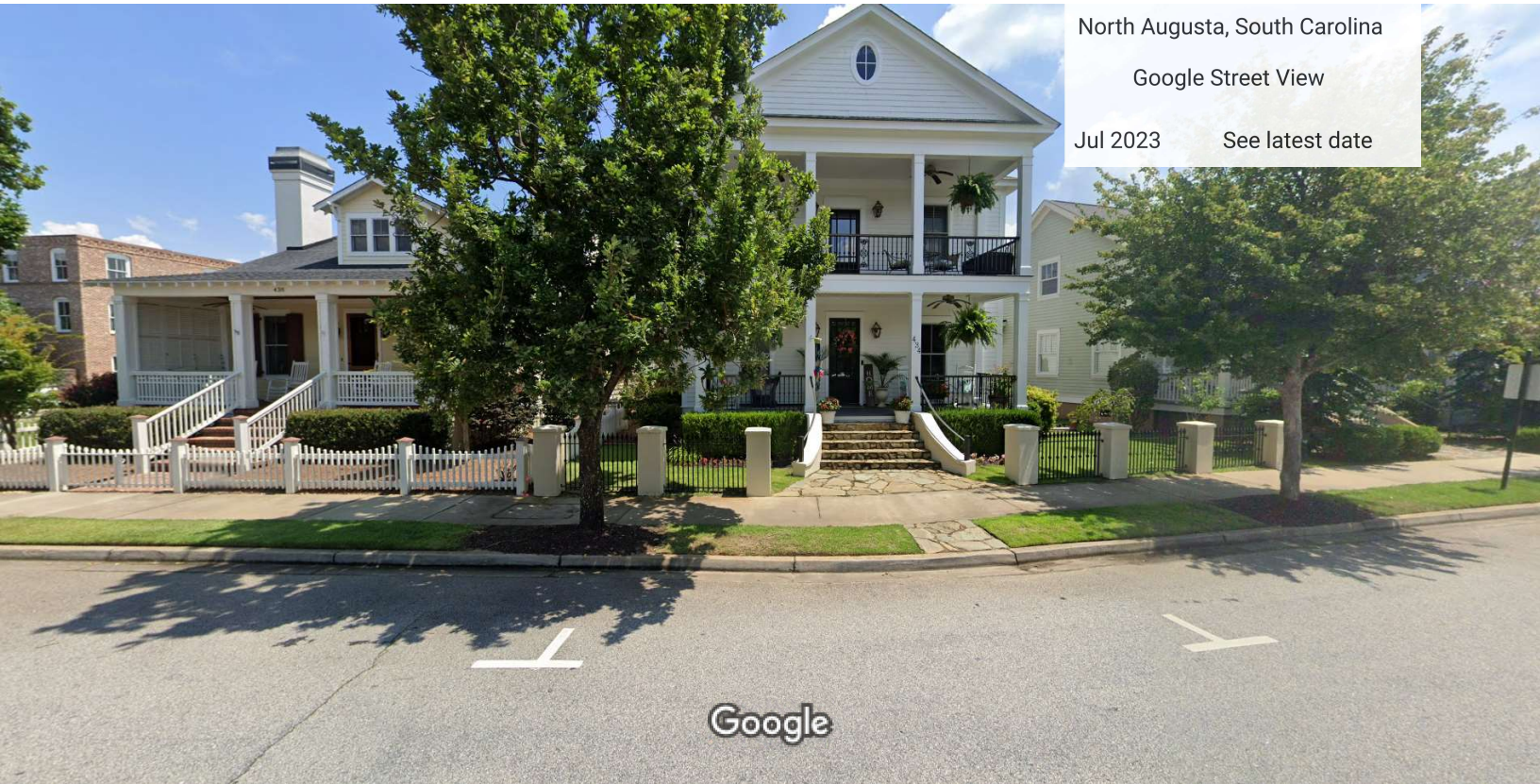


10/9/2023



Zoning Map
 Application Number ZV23-012
 Tax Parcel Number
 007-13-16-003
 Zoned PD, Planned Development





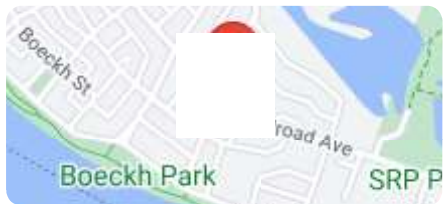
North Augusta, South Carolina

Google Street View

Jul 2023

See latest date

Image capture: Jul 2023 © 2023 Google



City of
North Augusta, South Carolina
Board of Zoning Appeals

PUBLIC HEARING NOTICE

The North Augusta Board of Zoning Appeals will hold a public hearing at its regular monthly meeting beginning at 6:00 PM on Tuesday, November 7, 2023 in the Council Chambers, North Augusta Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina, to receive public input on the following applications:

ZV23-011 – A request by North Augusta Jiffy Lube for a variance from the minimum lot frontage requirement of Table 3-3, Dimensional Standards of Article 3, Zoning Districts in the North Augusta Development Code. The application affects the subdivision of an existing automobile service and repair station located at 140 Laurel Lake Drive, TPN 010-18-08-001, approximately 0.42 acres zoned GC, General Commercial, and within the HC, Highway Corridor Overlay District.

ZV23-012 – A request by Stetson Corbitt for a variance from setbacks for Urban Zone Lots from Ordinance 2015-14 Revised General Development Plan for Hammond’s Ferry Planned Development. The application affects a single-family residence located at 434 Railroad Avenue TPN 007-13-16-003, approximately 1.1 acres zoned PD, Planned Development.

Documents related to the applications will be available for public inspection November 2, 2023 in the offices of the Department of Planning and Development on the second floor of the Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina and online at www.northaugustasc.gov. All residents and property owners interested in expressing a view on these cases are encouraged to attend or provide written comments to planning@northaugustasc.gov.

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

Notice of Appeal

Please type or print all information



Staff Use Only

Application Number 2193-012

Date Received 10/6/2023

Review Fee \$250.00

Date Paid 10/6/2023

1. Project Name Corbitt Residence

Project Address/Location 434 Railroad Avenue

Total Project Acreage approx. 1.1 Current Zoning PD

Tax Parcel Number(s) 007-13-16-003

2. Applicant/Owner Name Stetson Corbitt Applicant Phone 706.799.1319

Mailing Address 434 Railroad Ave

City North Augusta ST SC Zip 29841 Email: scorbitt_apt@msn.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 David McArthur (drawings) License No. -

Firm Name Pro Draft Firm Phone 706.284.1400

Firm Mailing Address 922 Stevens Creek Rd

City Augusta ST Ga Zip 30907 Email david@prodraffthouseplans.com

Signature (filled for David) Date 10/5/2023

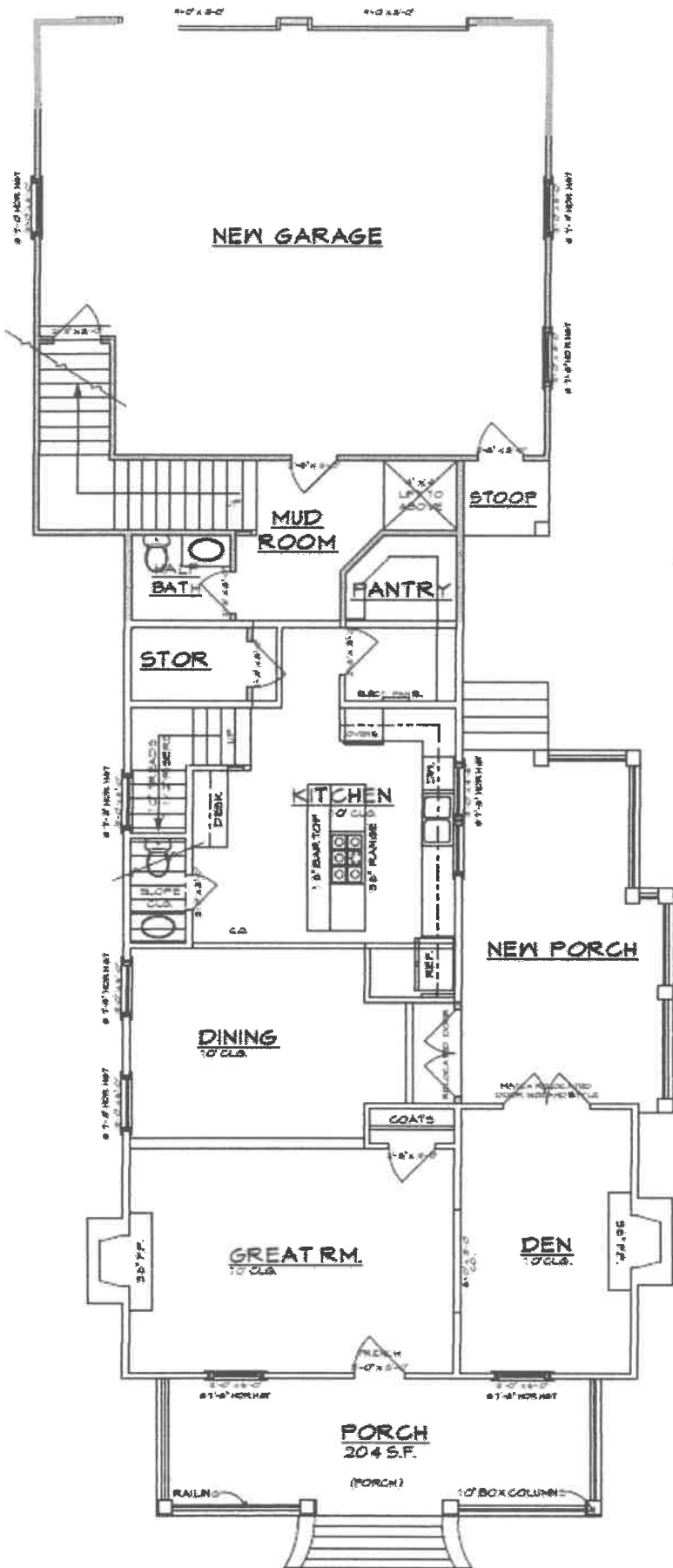
5. Is there any recorded restricted covenant or other private agreement that is contrary to, conflicts with or prohibits the use or activity on the property that is the subject of the application?
(Check one.) yes no

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 documents required by the City must be correct and complete to initiate the compliance review process by the City.

Stetson Corbitt
Applicant or Designated Agent Signature

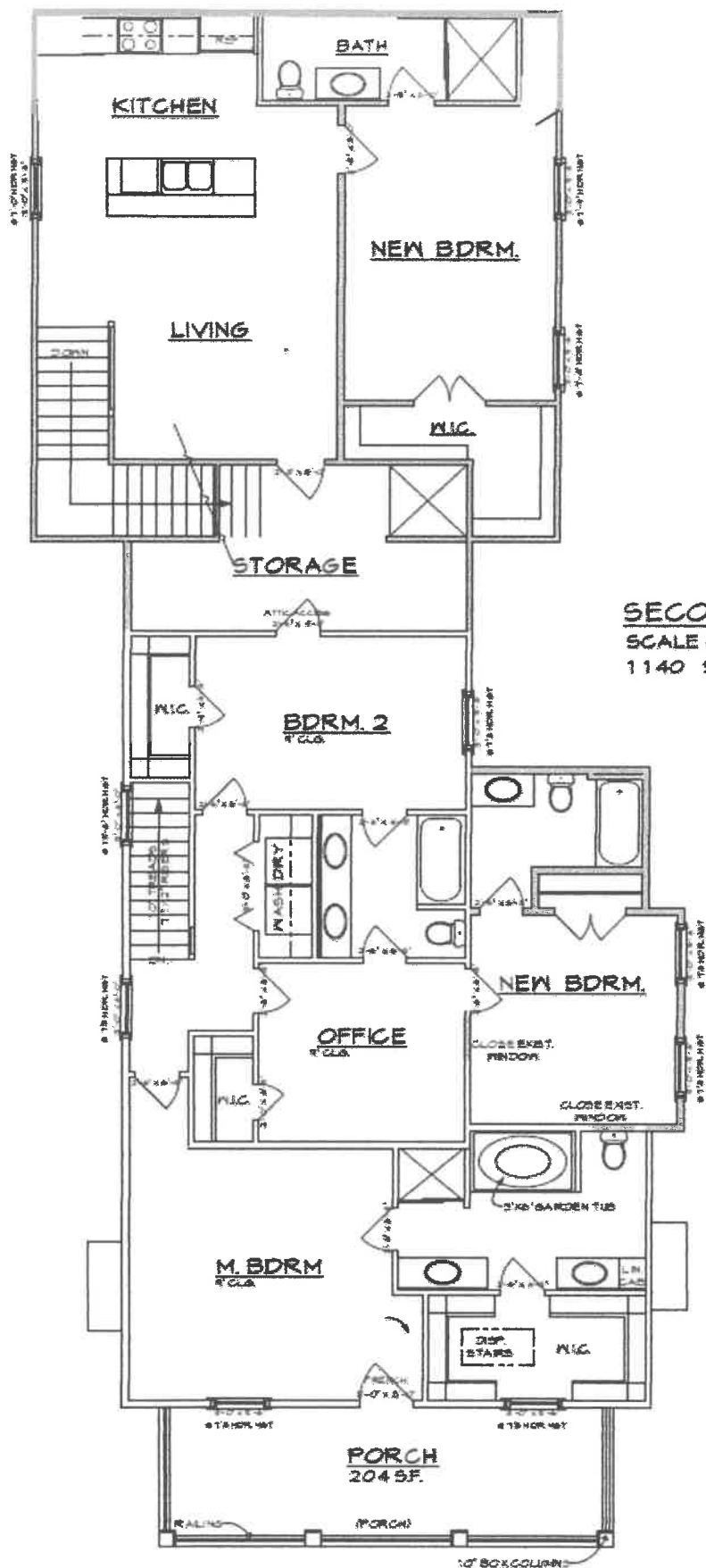
10/5/2023
Date

Stetson Corbitt
Print Applicant or Agent Name



FIRST FLOOR PLAN
 SCALE: 1" = 1'-0"
 183 S.F. HTD. ADDITION
 770 S.F. NEW GARAGE

COF

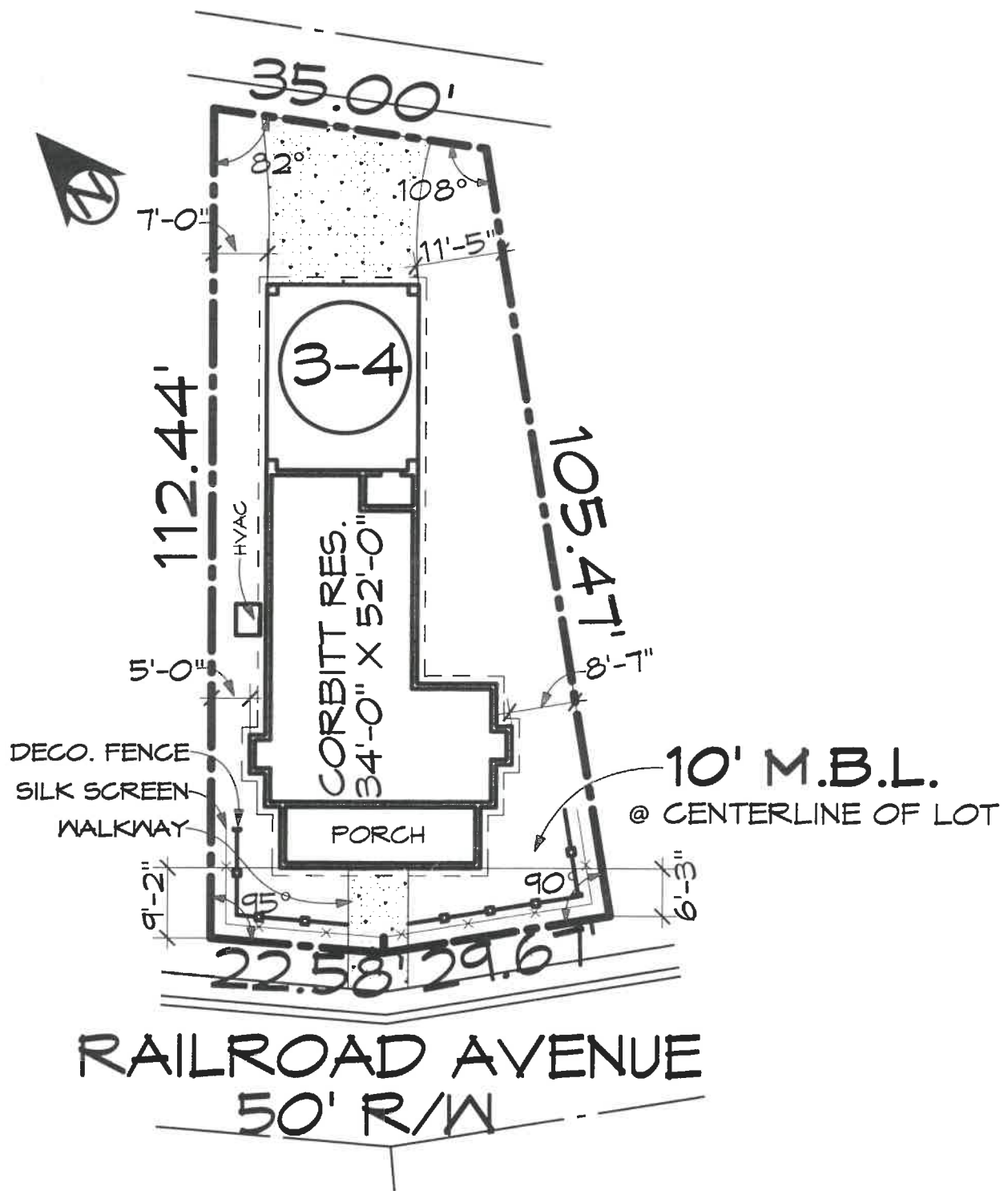


SECOND FLOOR PLAN

SCALE: 1" = 1'-0"

1140 S.F. HTD. ADDITION





PRO-DRAFT HOUSE PLANS

DAVID D. MCARTHUR C.P.B.D.

CERTIFIED PROFESSIONAL BUILDING DESIGNER

HAMMONDS FERRY
BLOCK 3 / LOT #4 AIKEN CO. SC

MC GEE BLDRS.
CORBITT RES.

SCALE: 1" = 20' 10/3/2006

Hammond's Ferry Planned Development Project Narrative
July 20, 2010, Revised April 17, 2015

Exhibit C

Setbacks for Urban Zone Lots:

Setback	Principal Building	Accessory Structure
Front	The minimum is 1.0 foot measured parallel to the property line. The maximum is 5.0 feet.	Not Applicable
Interior Side (Adjacent to Another Lot)	5.0 feet minimum 10 feet maximum. May be 0.0 feet where there is a common wall between buildings. Where an urban zone lot is adjacent to a neighborhood zone lot the side setback shall be five (5.0) feet.	3.0 feet. May be 0.0 feet where there is a common wall between buildings.
Exterior Side (Adjacent to Right of Way)	0.5 feet minimum. 5.0 feet maximum	0.5 feet (See the setback for projections into the exterior side setback.)
Rear Setback	3.0 feet.	3.0 feet.

Overhanging roofs, eaves, gutters, awnings, etc. 8 feet or more above grade	Front	0.0 feet	Not Applicable.
	Interior side	3.0 feet; not applicable where the side setback is 0.0 feet.	1.5 feet; not applicable where the side setback is 0.0 feet.
	Exterior side	1.0 feet beyond the property line overhanging the public sidewalk. No projection may extend beyond a public road curb line.	1.0 feet beyond the property line overhanging the public sidewalk. No projection may extend beyond a public road curb line.
	Rear	No closer than 1.0 feet to the property line.	No closer than 1.0 feet to the property line.

Board of Zoning Appeals



The Board of Zoning Appeals (BZA) meets as needed on the first Tuesday of the month at 6:00 PM in the City Council Chambers, 3rd Floor, North Augusta Municipal Center, 100 Georgia Avenue.

2024 BZA Meeting Schedule and Deadlines

Application Due Date	Agenda Issued	Meeting Date
December 4, 2023	January 4	January 9
January 8	February 1	February 6
February 5	February 29	March 5
March 4	March 28	April 2
April 8	May 2	May 7
May 6	May 30	June 4
June 3	June 27	July 2
July 8	August 1	August 6
August 5	August 29	September 3
September 2	September 26	October 1
October 7	October 31	November 5 (Business Mtg)
November 4	November 27	December 3

Submitting an Appeal to the BZA

The appeals process begins with an initial application submittal followed by a completeness review. The initial application and supporting documents are submitted to the Department of Planning and Development on the 2nd floor of the Municipal Center. Information required at initial submittal is listed by appeal type on the application checklist which is available in the Document Library on the City website, <http://www.northaugustasc.gov>.

Completeness – An application is determined to be complete if the application form, required fee(s) and all applicable supporting documents have been submitted to and received by the City. An applicant will be notified when an application is determined complete or if additional information is required. After an application is determined complete, it will be scheduled for consideration at the next Board of Zoning Appeals meeting.

Public Hearing – Every BZA appeal requires a public hearing that is advertised in the newspaper and on the City website two weeks prior to the meeting. Additionally, a notice is posted on the subject property and a public hearing notice is mailed to the owners of record of all property within two hundred (200) feet of the subject property at least fifteen days prior to a Board of Zoning Appeals hearing.

Please contact the Department of Planning and Development at 803-441-4221 for additional information on the appeals process.