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Effective D	ate:	_, 2015
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DISTRICT DEVELOPMENT STANDARDS

1. Purpose and Project Description Overview

The purpose of the Gardiner Group, LLC Planned Development District Development Standards (the "Standards" or "Development Standards") is to establish minimum standards for design and construction of land development projects and related infrastructure within the Gardiner Group, LLC Community. The Gardiner Group, LLC Community is comprised of approximately 437.5 acres and is more particularly described on Appendix A attached hereto. The Standards are intended to protect and promote the general welfare of all residents and members of the community who live and visit the Gardiner Group, LLC Community by providing quality infrastructure and development through:

- Livable neighborhoods with pedestrian oriented design concepts.
- · Responsibly managed quality development.
- Incorporating green technologies throughout the development.
- Providing a facility that is inclusive for all members of the community.
- Providing an integrated community of commercial districts and residential neighborhoods.
- Promoting an active living lifestyle and outdoor recreation.

These Standards are being created by the Gardiner Group, LLC, a South Carolina limited liability company, its successors and/or assigns ("Developer") and approved by Oconee County, South Carolina, acting by and through its County Council, as part of the Gardiner Group, LLC Development Agreement, approved by Oconee County Council, to provide the best practical design for site development activities within the Gardiner Group, LLC Community and to promote functional and sustainable low impact initiatives.

Project Description Overview - The Gardiner Group, LLC seeks approval to develop 437.5 acres of land currently owned by Crescent Communities, LLC located in Salem, SC. The project goal will be to establish two world-class wine and culinary entities on the property - the Equus Club & Winery Inc. and Lake Keowee Winery, LLC.

The Gardiner Group, LLC is confident that all aspects of the project will align perfectly with the approved Mission Statement and Vision Statement for Oconee County.

Oconee County's Mission: It is the mission of Oconee County to provide our current and future citizens and visitors quality services while protecting our communities, heritage, environment and natural resources, in an ever-changing world.

Oconee County's Vision: A diverse, growing, safe, vibrant community guided by rural traditions and shaped by natural beauty; where employment, education and recreation offer a rich quality of life for all generations, both today and tomorrow.

The Equus Club & Winery will be a 501 (C) (7) non-profit member owned social club located on approximately 336 acres. Membership will be capped at 650 members. The mission is to re-establish the wine growing region of Oconee County that the Burklein, Gerber, Kuemmerer, Neal, Riehle, Shuffle, Wieckling, Wanner and Wilson families established in the 1880's. These families were masters in the art of grape growing, and a successful wine making industry sprung up in and around Walhalla. The grape juice from the 20+ acres of vineyards that will be grown on the property will be blended with the finest grapes from the Napa, Sonoma, Lake, Mendocino and Monterrey regions in

California to make award winning ultra-premium wine. The Equus Club & Winery has designed a state-of-the-art winery and has assembled an "all-star" team of winemakers to make the best wine in the South.

The Equus Club & Winery will also feature the Equus Culinary Center. The Equus Club culinary staff will be selected from the top graduates of the Culinary Institute of the Carolinas. These professional chefs will take great pride in creating menus that will surprise, astound, and impress the most discriminating foodies. The Equus Club will provide an opportunity for current students of the Culinary Institute of the Carolinas to be "educated" in our kitchen and to develop their skills.

The Equus Wellness Center will feature a fitness area and a resort-style outdoor swimming pool.

The lake cottages on the property will be reserved for members attending our weekend winemaker dinners so they can be secure in knowing they can walk back to their cottage rather than driving home after the evening's festivities. The "Southern Living" style duplex cottages will have two small rooms and an adjoining screened porch for outdoor relaxing.

The Equus Equestrian Center will feature a 12-stall horse stable, a 20,000 square foot covered riding arena, approximately 40+ acres of horse pastures and a 10 acre polo field that will be used to host polo events with the proceeds being donated to local charities.

The Equus Sculpture & Botanical Garden will showcase rotating monumental works of art from leading contemporary Southern artists in a landscaped setting.

The Lake Keowee Winery will be a for-profit enterprise that will be marketed as an agritourism destination but also an amenity for the residents of Oconee County. Awardwinning winemaker, George Bursick, will serve as Director of Winemaking. 38 visitors a day are anticipated resulting in the winery producing 4,000 cases annually.

Activities for the public: wine tasting, cooking classes, spectators at polo matches, bocce ball, sand volleyball, music performances, weddings and wedding receptions.

2. Objective

The major objective of the Development Standards for the Gardiner Group, LLC Community is to provide sound, responsible infrastructure satisfying federal, state, and local (except, only as modified hereby) requirements while allowing the development of the Gardiner Group, LLC Community to maintain its character and natural beauty. The goals of the Development Standards are:

- Design/construction of safe and durable streets, driveways and parking lots.
- Design/construction of durable wastewater systems with respect to design life, capacity, and pollution mitigation.
- Design/construction of storm water drainage systems to reduce flooding and other drainage problems. Reduction and control of stormwater pollution through sound design features.
- Properly planned and installed measures for erosion prevention and

- sediment control.
- Complete plans for the Gardiner Group, LLC Community ensuring grading, sediment and erosion control and utility issues are properly addressed.
- Maintain the natural character and beauty of the site by utilizing the existing beauty on site whenever possible.
- · Encourage the incorporation of green technologies.
- Encourage the integration of commercial districts with residential neighborhoods.
- Encourage landscape plantings in commercial districts as well as residential neighborhoods to further enhance the development of the Gardiner Group, LLC Community.

3. Scope

The scope of the Development Standards for the Community includes procedures and criteria for the design and evaluation of wastewater and stormwater utility, streets, land development plans, green technologies and related infrastructure.

The Development Standards for the Gardiner Group, LLC Community is not intended as a textbook or a comprehensive engineering design reference. Most types of engineering calculations are not explained or defined either due to the very complex nature of the subject matter or the fact that the design equations and methods are well-known to most competent practicing engineers who claim expertise in the area of land development.

The Gardiner Group, LLC Community will meet the standards defined by federal, state, and local (as modified hereby) requirements; the Standards follow sound, responsible, and current engineering practice; the use of the Standards will expedite the review process; and the Standards establish a standard of responsibility, clarity, and professionalism to be incorporated into all design. However, these Standards are not intended to replace the judgment of the design professional that must thoroughly investigate field conditions and coordinate all design efforts and nothing herein is intended to, or shall be interpreted as to abrogate, in any regard, any federal or state land use development standard, or any local development standard, except as explicitly stated herein; all other local land use development standards and regulations otherwise remaining in full force and effect.

4. Design Flexibility

The intent of the Development Standards is to ensure that minimum requirements are met with respect to development of the Gardiner Group, LLC Community. These minimum

requirements shall be enforced in a fair and impartial manner based upon sound engineering judgment and the objectives described herein. The Development Standards are presented with the realization that every case will not be covered. Unique conditions may preclude the practical application of the Standards details and/or design criteria. Moreover, new technology, products, and techniques are encouraged and may be specified by the design engineer. The design professional, along with the Developer, development team, and contractor, are strongly encouraged to schedule a pre-design/pre permit conference to discuss the project scope, permitting requirements and site objectives. As provided in Section 2.3 of said Development Agreement, subject to the terms of the Act, the Laws applicable to the development of the Property are those Laws in force on the Effective Date. To the extent of any conflict between the County's Comprehensive Plan, the County's Land Development Regulations, the County's Laws and these Development Standards, the terms and conditions of these Development Standards shall control to the extent permitted by law. As provided in Section 2.3 of said Development Agreement, the County agrees to issue any Development Permit necessary

for the development of the Property so long as any submittal by Developer for a Development Permit complies with these Development Standards, and the procedures and requirements of the County's development standards. Development Regulations and Laws in effect as of the Effective Date otherwise applicable for County permits. As provided in Section 2.3 of said Development Agreement, Developer agrees that the Property and the development of the Property shall be subject to the terms and conditions of these Development Standards and that otherwise County Land Development Regulations in effect on the Effective Date shall apply. As provided in Section 2.3 of said Development Agreement, it is specifically acknowledged and agreed that, to the extent permitted by law, any development standards, Land Development Regulations and Laws adopted, modified and/or amended by the County after the Effective Date shall not be applicable to the Property without the prior written consent of Developer, which consent may be withheld by Developer in Developer's sole discretion. The Development Standards have been adopted and approved by the County pursuant to that certain Development Agreement dated , 2015 between the County and the Developer.

5. Land Development Design Objectives

Design objectives for the Gardiner Group, LLC Community must:

- 1. Provide safe and functional design of roads, streets, driveways, and parking lots.
- 2. Provide safe and functional design of sidewalks, walkways, trails and other pedestrian routes.
- 3. Provide safe and functional design of stormwater inlets, culverts, pipes, open channels, and other conveyances.
- 4. Minimize flooding, interruptions of utility service, traffic inconvenience and potential water damage to residences and businesses.
- 5. Minimize the amount of public expenditures needed for maintenance of streets, wastewater systems, and storm water facilities.
- 6. Minimize the amount of public expenditures needed for flood control projects and flood relief efforts.
- 7. Promote appropriate design life of wastewater systems and mitigate exfiltration and infiltration of the system.
- 8. Promote preservation of trees, woods, natural meadows and other green spaces where practical.
- 9. Protect and enhance streams, wetlands, waterways and rivers for wildlife and plants by reducing storm water pollution, erosion, and negative storm water impacts.
- 10. Promote development of recreational facilities and design aesthetics along streams, waterways, wooded areas and other greenways to benefit local neighborhoods.

11. Promote sustainability and low-impact development initiatives.

6. Engineering Design Accountability

The Development Standards for the Gardiner Group, LLC Community have been developed to provide information to assist in the design and layout for the development of the Gardiner Group, LLC Community. The Standards do not replace or otherwise excuse the need for professional engineering judgment and knowledge but rather are prepared and adopted to work with design engineers to incorporate concepts into the development of the Gardiner Group, LLC Community that would not normally be utilized in a standard development project, such as green technologies. The Developer will work with the design engineer on specific aspects of detailed design and interject ideas specific to the development of the Gardiner Group, LLC Community. The Developer and Developer's development team will review plans for the development of various components of the Gardiner Group, LLC Community to ensure that the following items are being considered:

- Public health and safety.
- Site-specific conditions or unusual features of a project site that warrant special designs.
- Current versions of design texts, manuals, technical documents and research.

All plans and supporting documents must be sealed by a design professional, e.g. professional engineer, registered in the state of South Carolina. Plan documents include site plans, applicable details, calculations, construction specifications and other necessary technical documents. Storm water design criteria should be based upon current scientific knowledge and engineering judgment. It should be realized that flooding may occur at any time due to any number of factors beyond the reasonable control of the Developer, such as greater amounts of precipitation or different rainfall patterns than used in design storms, wet soil conditions, debris or blockage of key storm water channels, high groundwater tables, etc.

7. Vested Rights

Subject to the Act and the terms of this agreement, all rights and prerogatives accorded to Developer by this Agreement will constitute vested rights for the development of the Property pursuant to the terms herein and approved by the County; such vesting, upon approval of the County, will pertain to all those rights and prerogatives afforded by the Laws. The County agrees that Developer, upon receipt of its Development Permits required herein, may proceed to develop the Property according to the terms and conditions of this Agreement and the site specific development plan(s) approved by the County. Further, this Agreement does not abrogate any rights either preserved by the Act or that may have a vested pursuant to common law and otherwise in the absence of this Agreement.

8. Law in Effect as of the Effective Date Governs Development of Property

Subject to the terms of the Act, the Laws applicable to the development of the Property are those in force on the Effective Date of this Agreement.

Periodic Review

At intervals of twelve (12) months, the County's zoning administrator, or if the County has no zoning administrator, an appropriate officer of the County designated by the County Council shall review the progress of the development of the Property to ensure compliance with the Agreement. At the time of the reviews, Developer must demonstrate good faith compliance with the terms of the Agreement and must fully cooperate with such

administrator or officer during such review.

10. Future Changes and Revisions

The Development Standards for the Gardiner Group, LLC Community may be periodically updated by Developer as necessary to provide additional clarity or to reflect changes generally recognized as best practice in the appropriate professional and trade industries, but such updated standards will only become effective and applicable to the Gardiner Group, LLC Community upon approval from the appropriate individual or body that represents Oconee County. Said approval and said recommendations not to be unreasonably withheld, delayed or conditioned. The Developer will be responsible for initiating and defining all amendments and revisions to the Development Standards. Technical revisions and corrections to these Standards shall be made by Developer as necessary in accordance with good engineering standards and practice. Technical revisions require the approval of the Developer in accordance with recommendation by the Developer's engineer. If technical revisions are deemed necessary, the revisions may occur through either planned periodic revision or an accelerated process when it is determined that an immediate revision is necessary.

Amendments to an approved master plan. Proposed amendments to an approved PDD Master Plan involving the any changes outside the scope of the establishedshall be considered major amendments and shall be approved by the County Council in the manner provided by law for the amendment to the zoning map at the time of any such proposed amendment.

All other amendments to the Planned Development District Master Plan shall be considered minor amendments. The Director of the Oconee County Community Development Office, upon receipt of an application, may approve minor amendments to the Master Plan.

11. Termination of a Planned Development District

The owner(s) of lands zoned Planned Development District may apply to rezone the subject property and thereby terminate the Planned Development District provided that no development of any portion of the Planned Development District has taken place.

12. Language and Interpretation of Text

The following language rules are applicable to the Development Standards:

- I. The imperative case is always mandatory. The words "shail" and "must" are always mandatory. These actions must be performed unless sufficient engineering justification is submitted to Developer and the Developer's design engineer for approval.
- 2. The words "should" and "recommend" indicate an action that is highly recommended under most conditions. The words "may" and "suggest" indicate an allowable action or choice that is usually beneficial in meeting the minimum development requirements.
- 3. Use of the singular or plural case of a noun will not affect the applicability of

this manual, or any other law, regulation, or Standards, unless the context of the sentence specifically indicates that the singular/plural case affects the intended use or function on a scientific or engineering basis. The use of a singular or plural noun does not necessarily indicate whether to design or construct a single unit or multiple units.

Section 2: Speed Limits

2.1 Purpose

The purpose of this section of the Development Standards is to define the minimum and maximum speed limit for all roadways in Gardiner Group, LLC Planned Development.

2.1 Minimum and Maximum Design Speed Limit

The Design speed limits in Gardiner Group, LLC Planned Development will be set at a maximum of 20 MPH for collector roads and 15 MPH for dead end roads.

Section 3: Roadway Regulations

3.1 Purpose of Roadways Regulations

The purpose of roadway regulations is to help define the minimum design Standards for proposed Driveways, Private Drives, and Private Roads for the Gardiner Group, LLC Planned Development. References and Details are included in Appendix B. In all cases not covered under these criteria, American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways & Streets" (>400 ADT) and AASHTO "Guidelines for Geometric Design of Very Low-Volume Roads (<400 ADT) latest edition shall rule

3.2 Private Road Standards for Gardiner Group, LLC Planned Development

All roads are to be private and shall be owned and maintained by the Developer or its successors or assigns. Private Roads located in the Gardiner Group, LLC Planned Development shall conform to Oconee County Code of Ordinances Chapter 26 Section 2 and section 3 as referenced in 26-2-(c) (3) and (4) as approved on 10-21-2008. Private road standards and regulations with the following revisions, omissions, additions or deletions to the current standards:

Revision Number:

All roads will be designed for a speed limit of 20 mph on commercial roads, 20 mph on residential collector roads and 15 mph on private dead end roads. Add: to Chapter 26-Road and Bridges Section 26-2(c).

- Road grades for private residential and non-residential roadways shall be no less than 1% and the maximum shall not be more than 12% except in locations where the natural grade is greater than 12 percent and a transition segment is needed to connect developed areas. The maximum transition segment grade of 15 % is allowed for a maximum of 500 feet. The location of all slopes exceeding 12% shall be reviewed with the County staff and the Fire Marshall. Omit and replace: to Chapter 26- Road and Bridges Section 26-3-6.
- Horizontal curvature, minimum centerline radius, tangent lengths, intersections, stopping distances, and sign distance shall meet the guidelines of AASHTO "Guidelines for Geometric Design of Very Low-Volume Roads (<400 ADT) latest edition and American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways & Streets" (>400 ADT) Omit and replace: Chapter 26- 3-(3) and (4).
- 4 Road grades for non-residential roadways shall be no less than 1% and the maximum shall not be more than 12%. Add: to Chapter 26- Road and Bridges Section 26-2(12)
- If the Developer proposes a planted median island, the median shall be centered in the right-of-way. The right-of-way may vary as needed depending on the median design. Sufficient spacing between the edge-of-pavement and right-of-way shall remain to allow utility access and placement. The Developer or its successors and assigns, subject to reimbursement by residents of the Gardiner Group, LLC Planned Development, shall be responsible for maintaining any median vegetation. All planted medians shall be drained and maintained by methods developed by a qualified consultant. Add: to Chapter 26-Road and Bridges Section 26-2(13)
- Addition: Dead End Streets and Cul-De-Sacs. Streets that dead end shall terminate in a cul- de-sac (details in Appendix E-fire code ref.), unless otherwise approved by fire officials. Dead end streets without turnarounds are prohibited. All unpaved islands located within perimeters of a cul-de-sac will ideally be centered within the right-of-way and properly drained. Medians may be shaped as needed to best suit the conditions of the roadways in the development. The area utilized by any unpaved island shall not be considered part of the minimum area needed to meet the required dimensions for the cul-de- sac or right-of-way and shall be governed by the same Standards for planted median islands, as set forth in this article. Add: to Chapter 26-Road and Bridges Section 26-2(14)
- Roads will have an appropriate encroachment permit from either the county or the South Carolina Department of Transportation, as needed where they encroach on public rights of way. Add: to Chapter 26-Road and Bridges Section 26-2(15)

- Roundabouts are a successful proven form of traffic control as an alternative to the more conventional intersection control methods. The basic geometric design guidelines for typical roundabouts include the central island of a roundabout, surrounded by the circulating 1 way roadway. One way roadways are to have a minimum width 15' for residential roadways. The size of the central island is determined principally by the space available and the need to obtain sufficient deflection to control through vehicle speed, while providing adequate radii for required turning movements. Add: to Chapter 26- Road and Bridges Section 26-2 (16)
- 9 Horizontal curves and Vertical (crest-sag) Curves design shall be based on AASHTO guidelines and the posted speed limit. Omit and replace: to Chapter 26- Road and Bridges Chapter 26- 3-(e)(3) and (4).
- Roads will be named in accordance with adopted Oconee County E-911 Addressing regulations and procedures. Add: to Chapter 26- Road and Bridges Section 26-2(17)
- Roads will comply with all current fire regulations and codes. When private drives offer access into parking lot areas, fire lanes may be designated in parking lots to provide the necessary space for fire trucks parking. Omit and replace: to Chapter 26-Road and Bridges Chapter 26-2-(b) (6).
- Parcel boundaries will extend to road right of way line. In areas where private drives cross public right of ways, the Developer or its successors or assigns will be responsible for maintenance of these drives in public right of way areas. Omit and replace: to Chapter 26- Road and Bridges Chapter 26- 2-(b) (8)
- 13 Proposed intersections on one side of a road shall coincide with existing or proposed intersections on the opposite side. Minimum centerline offset for intersections on the opposite side of a road shall be 100 feet. No two private roads may intersect on the same side of the road at a centerline separation distance of less than 150 feet. Omit and replace: to Chapter 26- Road and Bridges Chapter 26- 3-(e) (7).
- In cases where utilities cannot be placed in right of way, adequate utility easements will be provided as needed by utility providers. Add: to Chapter 26- Road and Bridges Section 26-2(18)
- Sidewalks/trails will be allowed in the right of way. Sidewalks/trail material and placement will be determined on an as needed basis. The sidewalks will be maintained by the Developer or its successors and assigns, subject to reimbursement by residents and individual lot owners of the Gardiner Group, LLC Planned Development. Add: to Chapter 26- Road and Bridges Section 26-32(19), Omit and replace: Chapter 26-3-(q)

- Bridges/Culverts. Bridges/culverts in right-of-ways shall meet current AASHTO standards. All bridges/culverts over which a private drive crosses a perennial stream must include appropriate signage located at each end of the bridge/culvert displaying the structure's weight limits. Omit and replace: to Chapter 26- Road and Bridges Chapter 26- 3-(f) (13)
- Alternate surface materials, including, but not limited to cobblestone, concrete pavers, etc. may be utilized in lieu of asphalt surfacing. The Developer also reserves the right to utilize other alternate surfaces treatments on an as needed basis. Add to Chapter 26-Road and Bridges Chapter 26-3-(f) (6)
- Addition: Parking shall be allowed directly adjacent to private roads as shown on the Roadside Parking Detail, page B-6. Add: to Chapter 26- Road and Bridges Section 26-32(20)

3.3 Private Driveways

Private driveways shall serve up to 3 residential dwellings or 3 non-residential units with at ADT of less than 30. Private driveways that exceed 150 feet in length shall require a minimum 20 foot wide stone base centered under the pavement to support fire vehicle access. Alternative methods to provide a stable fire lane may be employed pending review and approval of the country fire Marshall. Base can be covered with pavers or grass outside pavement width. Omit and replace: to Chapter 26- Road and Bridges Chapter 26- 2-(a)

3.4 Private Drives

Revision: Private drives shall serve less than 10 residential dwellings or 5 non-residential units with a ADT less than 50. Private drives can vary in width from two 10 feet lanes for two-way traffic or one 15 feet lane for one-way traffic. **Omit and replace:** to Chapter 26-Road and Bridges Chapter 26-2-(b)

3.5 Private Roads

Private drives shall serve greater than 10 residential dwellings or 10 non-residential units with a ADT more than 50 and less than 400. Private drives can vary in width from two 10 feet lanes for two-way traffic or one 15 feet lane for one-way traffic. See Appendix B for design details for private drives. All private nondedicated roads shall be prominently indicated as such on plats prior to subdivision approval. Maintenance arrangements for such roads must be noted in writing on subdivision plat submittals and must be subsequently recorded. The development served by a private road system shall have direct access into a public road. All private roads shall: Omit and replace: to Chapter 26- Road and Bridges Chapter 26- 2-(c)

3.6 Financial Responsibility for Maintenance

Following certification of completion by a licensed professional engineer of any road constructed in the Gardiner Group, LLC Planned Development in accordance with the Standards, the Developer or its successors and assigns shall be financially responsible for all maintenance. In order to facilitate the acceptance process, once a road had been substantially completed the Developer may request a written punch list from the Design Engineer. The punch list will note the items that must be completed prior to being deemed complete by the Design Engineer.

Section 4: Water Quality and Green Technologies

4.1 Purpose

The purpose of this section is to define post construction storm water Best Management Practices (BMP's) technologies and techniques that will be encouraged on site at Gardiner Group, LLC Planned Development beyond minimum practices required by federal and state regulations. When possible, green technologies for water quality should be utilized. The PDD stormwater control measures shall be designed and maintained so as to adequately ensure post-construction runoff from the PDD meets minimum requirements as defined by state and federal regulations. Low impact development measures utilizing control listed below are encouraged to be utilized to the extent possible.

4.2 Water Quality BMP Design Standards

The intent of water quality control proposed on site at Gardiner Group, LLC Planned Development is to reduce the impacts of the development on the water quality of receiving downstream water bodies. BMP's proposed for the development are to work in tandem to ensure that post construction runoff generated by the development will meet the minimum requirements as defined by state regulations.

4.3 Non-Structural Controls

Non-structural BMP's include such practices as minimizing impervious area for site development, providing vegetative buffers along all streams and waterways, promoting natural infiltration of runoff before it enters a receiving stream, pollution prevention practices such as regular sweeping of parking lots, and public environmental outreach programs.

Nonstructural Low Impact Development Controls may consist of the following:

- Vegetated Conveyance Systems
- Stream Buffers
- Disconnected Rooftop Drainage to Pervious Areas
- Cluster Development
- Natural Infiltration

4.4 Structural Controls

Structural Controls can be utilized with a wide variety of land uses and development types. Structural Controls have the ability to effectively treat storm water runoff volume to reduce the amounts of pollutants discharged to downstream systems. Structural controls are recommended for limited use for special site or design conditions. Structural Controls may consist of the following:

- Storm Water Wetlands
- Bioretention Areas
- Infiltration Trenches and ponds
- Enhanced Grassed Swales
- Pre-Fabricated Control Devices
- Vegetated Filter Strips (VFS)
- Grass Paving and Porous Paving Surfaces

It is recommended that structural controls be utilized with other BMP's (Structural and Non-Structural) to help achieve the necessary water quality levels defined by the state.

Section 5: Master PDD Map and Table of Uses

The Master PDD map and Table of Uses in included in Appendix D. All Uses and requirements set forth in the approved documents shall govern the PDD.

Section 6: Signage on Project

All road signage and property entrance signage will comply with the Oconee County Code of Ordinances, as amended. All commercial signage in the PDD shall be designed and located so as to avoid any negative impacts on neighboring uses both inside and outside of the PDD. The signage shall comply with Appendix A of the Oconee County Code of Ordinances.

Section 7: Setbacks, Buffers and Building Height Standards

7.1 Purpose

The purpose of this section of the Development Standards is to ensure protection of onsite resources such as lakes, streams and rivers along with wooded areas while allowing the developer to situate buildings and home sites as needed in the development. The uses and Values established for the PDD are shown in Appendix D.

Section 8: Non-residential parking, Buffers/Screening and Lighting Standards

8.1 Purpose

The non-residential off-street parking shall be provided to accommodate the average amount of expected traffic utilizing the structure. A minimum of two spaces shall be provided off of the road right of way. Parking whenever feasible shall occur to the rear or side of the structure. All ADA parking requirement must be met. The buffers and lighting shall comply with Appendix A of the Oconee County Code of Ordinances.

Appendix A

Legal Description of

Gardiner Group, LLC Planned
Development



September 18, 2015

To Whom It May Concern:

Crescent Communities, LLC agrees to allow Gardinar Group, LLC and Lake Reowee Winery, LLC to submit a zoning emendment application for Oconee County tax parcels 988-00-03-005, 099-00-01-034, 099-00-01-039, 099-00-01-038, and 099-00-01-037, located at Nimmons Bridge Road and Bast Stamp Cresk Road in Salem, South Carolina.

Sincerely,

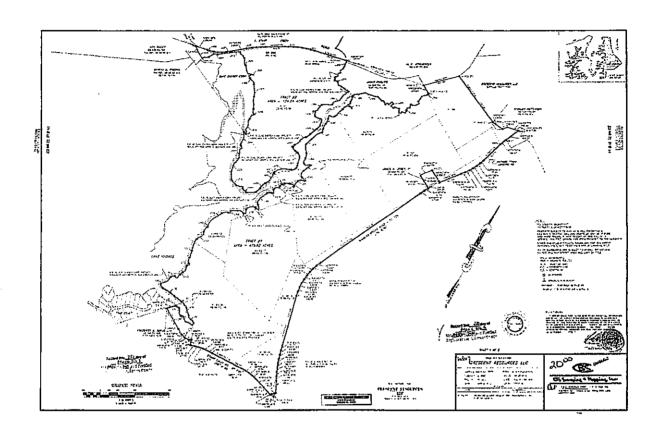
Henry 5. Higgins, III

Vice President, Land Management Division

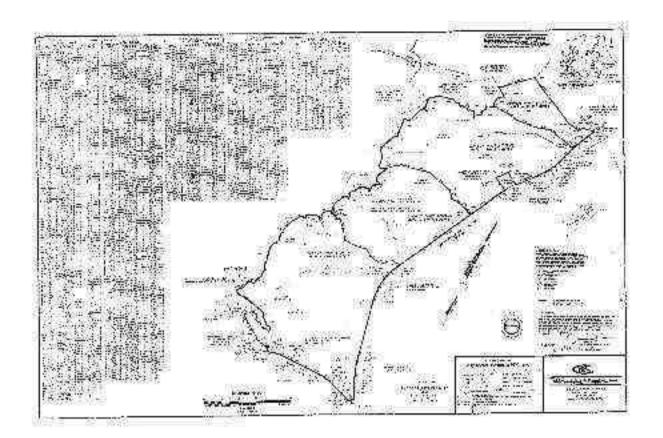
EXHIBIT A

PROPERTY

Tract 7077.04



Tracts 7077.04, 7077.05, and 7077.06

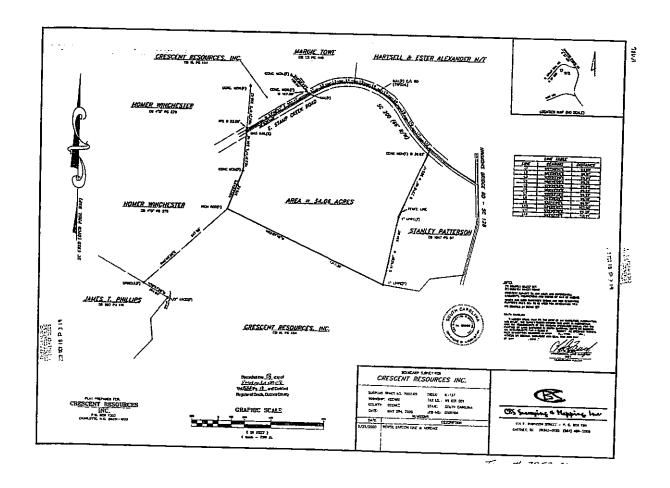


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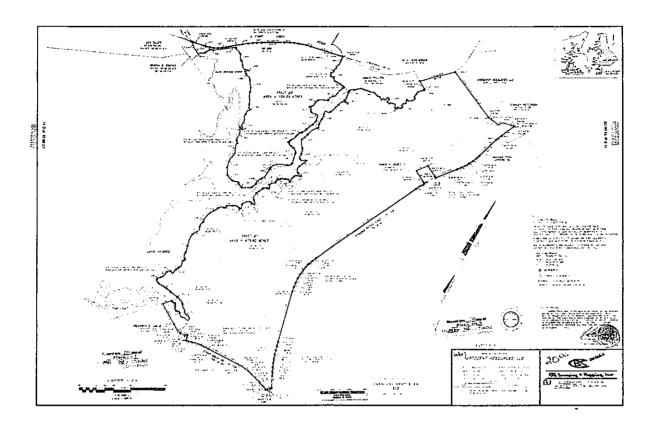
EXHIBIT A

PROPERTY

Tract 7052



Tract 7077.02



Less and except the portion of Tract 7077.02 shown on the following page A-3

Less and Except Tract 7077.02

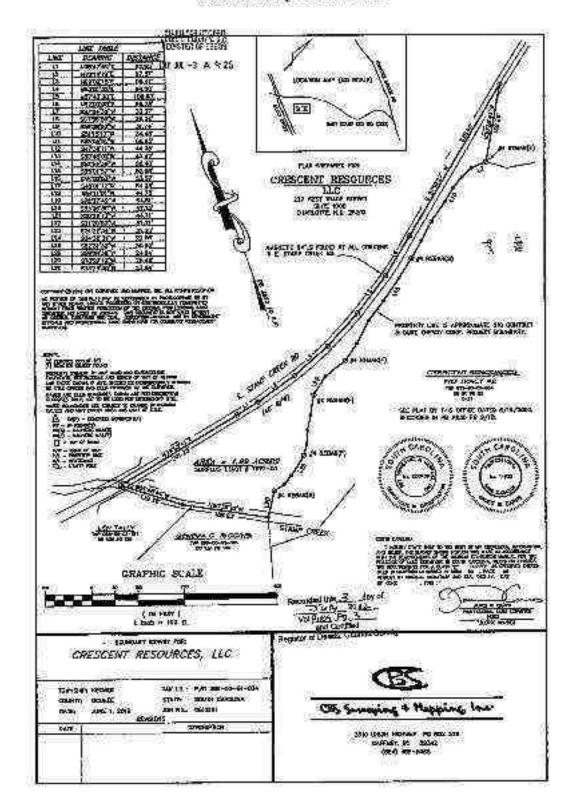


EXHIBIT B

GENERAL DEED RESTRICTIONS

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

- 1. **Definition of "Property" and "Lot"**. As used herein, (i) "**Property**" means all of the property conveyed by Grantor to Grantee pursuant to this deed; and (ii) "**Lot**" means any portion of the Property that constitutes a legally established separate lot or parcel of land (whether created by the recordation of a subdivision plat or otherwise), as such lots or parcels of land may exist from time to time (collectively, "**Lots**"). If the Property consists of only one lot or parcel of land, then the term "Property" is synonymous with the term "Lot." If the Property consists of two or more lots or parcels of land, whether such lots or parcels exist on the date the Property is conveyed to Grantee or are later created by subdivision of the Property or other legal means, then each of those lots or parcels is a "Lot" for the purposes of these Restrictions.
- 2. Restricted Activities. The following activities are prohibited on the Property:
 - (a) Raising, breeding, or keeping of animals, livestock or poultry of any kind, except that (i) dogs, cats or other usual and common household pets (which are registered, licensed and inoculated as required by law) may be permitted on the Property; and (ii) horses (which are registered, licensed and inoculated as required by law) may be permitted on the Property; and
 - (b) Any activity which violates local, state, or federal laws or regulations.
- 3. Site Development Requirements. Each Lot shall be subject to the following specific development requirements.
 - (a) No portion (or portions) of a Lot greater than 2,000 square feet shall be: (i) denuded of ground cover or topsoil, (ii) graded, (iii) excavated or (iv) covered with earth or other natural or man-made fill material, unless all required building, grading and erosion control permits have been issued by the applicable municipal authorities.
 - (b) All denuded, graded, excavated or filled areas shall be stabilized and replanted on or before: (i) the 30th day following the initial denuding, grading, excavation, or filling (unless footings and foundations are being installed upon the disturbed area and construction is being diligently and continuously pursued upon such area); or (ii) such time as construction is completed or interrupted for a period of 30 continuous days. In addition to, or in the absence of local or state government regulations on such land disturbance, none of the activities described in (i) through (iv) in Section 3(a) above shall be allowed to commence without compliance with the following requirements:
 - (i) The surveying and flagging of the Buffer Area (defined below) and any portion of the Buffer Area that may be disturbed as a result of any activities permitted hereunder;
 - (ii) The flagging of all trees in the Buffer Area that equal or exceed six inches in diameter, as measured four and one-half feet from the base of each tree. The trees, Buffer Area and disturbed areas referenced in Sections 3(a) and (b) shall be clearly and distinctly flagged, staked or otherwise designated in order to prevent the unintentional violation of these restrictions by parties performing work upon the Property; and

- (iii) The proper installation (in accordance with manufacturer's instructions) of construction silt fencing on the lower perimeters of all areas within the Lot to be disturbed, and any other areas which may be impacted by silt runoff from any disturbed areas located on the Lot.
- 4. Buffer Area Restrictions. As used herein, the term "Buffer Area" means any portion of the Property that is located within 50 feet (measured horizontally regardless of the actual ground measurement which may vary based upon the topography) of the 800 foot contour elevation ("Contour Line") of Lake Keowee ("Lake"); provided, however, that the inner boundary of the Buffer Area (i.e. the boundary that is inland from the Lake) shall not be less than five feet (measured horizontally regardless of the actual ground measurement which may vary based upon the topography) from the common boundary ("Common Boundary Line") of the Property and the Lake. No portion of the Buffer Area may be disturbed in any way, including any disturbance or removal of topsoil, trees and other natural growth. Neither the Common Boundary Line nor the Contour Line shall change as a result of erosion or stabilization measures occurring following the conveyance of this Property to Grantee. Notwithstanding the second sentence in this Section 4, the following activities are permitted within the Buffer Area:
 - (a) Trees which are less than six inches in diameter, as measured four and one-half feet from the base of each tree may be removed. Any tree removal shall be performed using hand held gas or electric chain saws and/or manual handsaws. No other mechanical equipment or vehicles may be used in removing any trees. Additionally, trees having a greater diameter than that set forth above that have become diseased or damaged through natural processes may be removed in the same manner.
 - (b) Within each Lot, an access corridor may be created within the Buffer Area for the purpose of providing lake access to install shoreline stabilization or to install and use water access structures (such as docks or boat ramps) that have been approved in advance by Duke Energy Carolinas, LLC (or its successor, with respect to ownership and/or management authority over the Lake, if applicable) ("Duke Energy"). The access corridor may not exceed 15 feet in width. Trees with diameters equaling or exceeding six inches, as measured four and one-half feet from base, may be removed within the access corridor and grading or ground disturbance (which otherwise complies with the restrictions set forth herein) may be performed if reasonably necessary to provide access to the Lake for the purposes described above in this Section 4(b).
 - (c) Underbrush (defined as nuisance shrubs, vines and similar plant growth beneath the tree canopy, and generally growing less than six feet in height) may be removed.
 - (d) Pruning and trimming of trees is permitted, provided that pruning is limited to tree branches beginning with the lowest to the ground and extending up the tree trunk no more than one-half of the total height of the tree. Trimming may also be performed on any limbs or branches that are diseased or naturally damaged.
 - The use of rip-rap, bulkheading or other shoreline stabilization methods or materials may be initiated with the prior written approval by Duke Energy and any shoreline stabilization shall be performed in compliance with Duke Energy's Shoreline Management Guidelines which are in effect at the time such stabilization occurs. Generally, Duke Energy allows structural stabilization to extend only to a height one foot above the Contour Line of the certain shoreline stabilization, then at all Lake. If Duke Energy authorizes Grantee to perform points where shoreline stabilization occurs, the inner boundary line of the Buffer Area (i.e. the boundary line inland from the Lake) shall be adjusted inward (i.e. away from the Lake) by the same distance that the stabilization structures or improvements extend from the Contour the Lot, provided, however, that in no event shall the Line/Common Boundary Line into width of the undisturbed Buffer Area be reduced to less than 50 feet between any portion of the interior edge of the stabilization structures or improvements and any residence or other

structure or improvement located on the Lot (other than docks, boat ramps, or other water access structures which have been approved in writing by Duke Energy).

In addition to the rights of enforcement set forth in Section 7 below, if the terms of this Section 4 are violated, then the owner of the Lot on which such violation occurs ("Violating Owner") shall, within 30 days after the Violating Owner discovers, receives notice of or otherwise has knowledge of the occurrence of the violation, retain a qualified environmental consultant to develop a plan to restore the Buffer Area to the condition of the Buffer Area that existed prior to the violation ("Buffer Restoration Plan") and submit the Buffer Restoration Plan to Grantor for review. All costs related to the development of the Buffer Restoration Plan shall be paid by the Violating Owner. Grantor shall either approve the Buffer Restoration Plan in writing or object to the Buffer Restoration Plan and deliver to the Violating Owner written notice specifying the objections. If Grantor approves the Buffer Restoration Plan, then the Violating Owner shall, at its expense, promptly perform the work required under the Buffer Restoration Plan in strict accordance with the Buffer Restoration Plan and diligently and continuously pursue the work required under the Buffer Restoration Plan to completion. If Grantor objects to the Buffer Restoration Plan, then the Violating Owner shall revise the Buffer Restoration Plan to address the objections made by Grantor and shall submit the revised Buffer Restoration Plan to Grantor for review. The foregoing process shall continue until Grantor approves the Buffer Restoration Plan. If the Violating Owner fails to comply with the terms of this paragraph, then Grantor shall have the right to perform all of the obligations of the Violating Owner under this paragraph and to charge the Violating Owner for all the costs thereof (including attorney fees and court costs incurred in collecting such costs). Any claim against a Violating Owner for such costs, together with interest accrued thereon and collection costs shall constitute a personal obligation of the Violating Owner and shall be secured by an equitable lien on the Violating Owner's Lot. The lien shall attach and be effective from the date of recording of a lien notice in the appropriate office of the County in which the Property is located. A copy of the lien notice shall be mailed to the Violating Owner within 30 days after the recording of the lien notice. The lien may be enforced by judicial foreclosure upon the Lot to which the lien attached in the same manner as a mortgage is judicially foreclosed under the laws of the State in which the Property is located. In any foreclosure, the Violating Owner shall be required to pay the reasonable costs and attorneys' fees in connection with the preparation and filing of the lien notice and the foreclosure. Notwithstanding anything contained in these General Deed Restrictions (including the terms of Section 7) to the contrary, the right to require, review and approve the Buffer Restoration Plan shall be limited to Grantor and its successors or assigns by merger or consolidation or by written assignment (including any property owners' association created with respect to all or any portion of the Property).

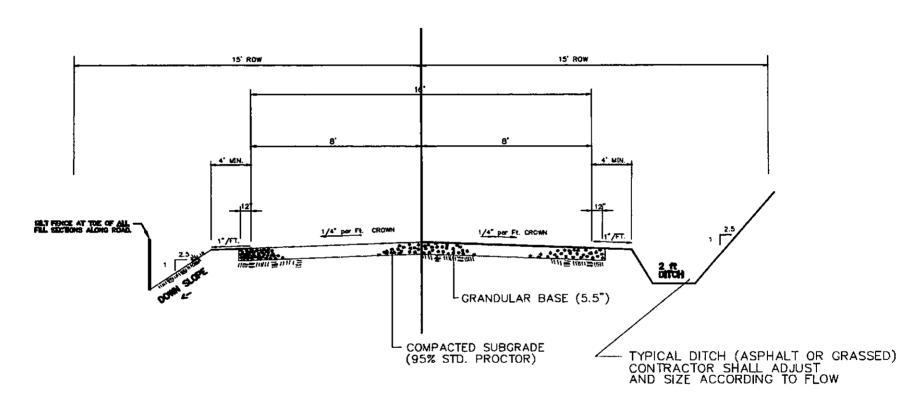
- 5. No Claims. No owner of a Lot or of any Benefited Property (defined below) shall have any claim or cause of action against Grantor or its affiliates arising out of the exercise, or non-exercise, or enforcement, or failure to enforce, or the amendment, release or grant of variance with respect to any covenant, condition, restriction, easement or other right reserved hereunder or referred to herein.
- 6. No Delay. No delay or failure on the part of Grantor to invoke an available remedy with respect to a violation of any restriction contained herein shall be held to be a waiver by Grantor of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

- 7. Rights of Enforcement. The covenants, conditions and restrictions set forth herein shall run with the title to the Property and shall benefit Grantor and all property ("Benefited Property") owned on the date hereof by Grantor or its subsidiaries located within one thousand feet of any portion of the Property (other than any property located within the FERC boundaries of the Lake). If any Lot owner, its heirs, successors, tenants, or assigns shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, Grantor and any subsequent owner of any portion of the Benefited Property may enforce the covenants, conditions and restrictions set forth herein by any remedy available at law or in equity, either to prevent or remediate such violation, or recover damages for such violation, or both. Grantor (but not any other Benefited Property owner) shall have an easement over the Property for the purpose of entering a Lot in order to monitor or enforce compliance with these covenants, conditions and restrictions without court order. The party bringing such action shall be entitled to recover its reasonable attorney's fees and expenses incurred in such proceedings from the person or entity violating or attempting to violate the same. Nothing herein shall be held to impose any restriction on any other land owned by Grantor, its subsidiaries or affiliates.
- 8. Modification, Amendment, Variances. Grantor hereby reserves the right for itself and its successors or assigns, to amend or modify, release or grant variances with respect to the covenants, conditions, easements and restrictions set forth herein. As used in this Section 8, the term "successors or assigns" shall be limited to Grantor's successors or assigns by merger or consolidation or by written assignment.

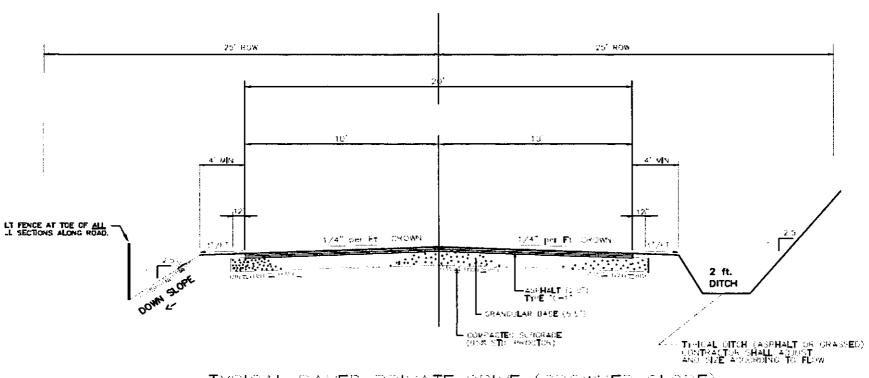
SELLER	BUYER	
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Appendix B

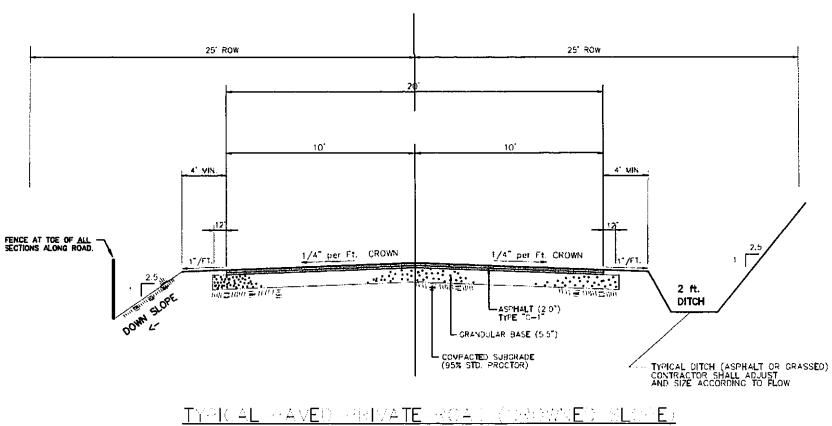
Standard Details



TYPICAL GRAVEL PRIVATE DRIVEWAY (CROWNED SLOPE)
(N. T. S.)



TYPICAL PAVED PRIVATE DRIVE (CROWNED SLOPE)
(N.T.S.)

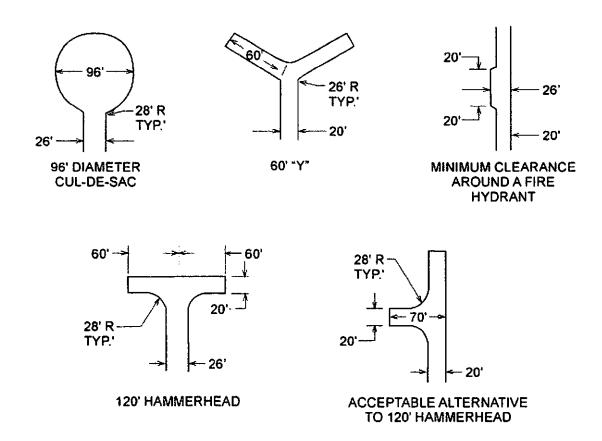


TYPICAL HAVED PRIVATE ROA (N. T. S.)

Fire Apparatus Roads

SECTION D103 MINIMUM SPECIFICATIONS

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).



For SI: 1 foot = 304.8 mm.

FIGURE D103.1 DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as approved by the fire chief.

D103.3 Turning radius. The minimum turning radius shall be determined by the fire code official.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

TABLE D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED		
0-150	20	None required		
151-500		120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1		
501-750		120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1		
Over 750	Special approval required			

For SI: 1 foot = 304.8 mm.

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

- 1. The minimum gate width shall be 20 feet (6096 mm).
- 2. Gates shall be of the swinging or sliding type.
- 3. Construction of gates shall be of materials that allow manual operation by one person.
- 4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
- 5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the fire code official.
- 6. Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools or when a key box containing the key(s) to the lock is installed at the gate location.
- 7. Locking device specifications shall be submitted for approval by the fire code official.
- 8. Electric gate operators, where provided, shall be listed in accordance with UL 325.
- 9. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

D103.6 Signs. Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

C-3

3

Equus Club and Lake Keowee Winery Plannned Development Standards

Appendix D

Date:

09/22/35

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Access roody equirements

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Zoolng Notes

The arises because for never dentiral are a normal speed on the content according blan. The forestorms can design, The parameters can not change. All Granges must be approved by Planning stoll impervious Surface Additional (SA) will be calculated during the diagound parenting phase of each erea of construction and completed to the Parening stoff.

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Planning stoff level review and approval is required.

Appendix E

Reference Approved
Oconee County
Code of Ordinances
Chapter 26
Dated 10-21-2008

Appendix F

PDD Construction Phase and Use Report

EQUUS CLUB & WINERY (Private Club - Member's Only)

BUILDING / LAND DESCRIPTION	SIZE	PHASE	PRIMARY / SECONDARY USES OF LAND
1) Winery	20,000 SF	1	Primary - wine production.
2) Tasting Rooms	2 X 3,456 SF	1	Secondary - wine blending classes. Primary - wine & food pairing tastings Secondary - event/wedding receptions
3) Clubhouse	15,000 SF	1	Primary - wine & food events, culinary cooking classes
4) Wellness Center	3,500 SF	1	Primary - fitness area & poolhouse
5) Swimming Pool	3,000 SF	1	Primary - swimming
6) Lake Cottages	10 X 1,800 SF	1	Primary - overnight stay accommodations for members.
6B) Lake Cottages	10 X 1,800 SF	2	Primary - overnight stay accommodations for members.
7) Polo Field (Option #1 - full size field - (Option #2 - reduced field -		2	Primary - Polo matches
8) Horse pastures	40 acres +	1	Primary - pastures for horses
9) Farm to Table Garden	1 acre	1	Primary - food grown for the Culinary operations
10) Horse Stables	3,456 SF	1	Primary - stabling for 10 horses
11) Covered Riding Arena	20,000 SF	1	Primary - dressage & jumping Secondary - food, wine & music events on rainy days
12) Walking Trails (through sculpture gain	rden) 2-3 miles	1	Primary - outdoor exercise for members
13) Outdoor Amphitheater	2 acres	1	Primary - food, wine & music events
14) Chapel	1,000 SF	2	Primary - place of worship for members
15) Bocce Ball Courts	2 X 500 SF	1	Primary - outdoor exercise for members
16) Horseback Riding Trails	2-3 miles	1	Primary - outdoor exercise for members
17) Storage / Garage building equipment	5,000 SF	1	Primary - storage for 5 boats, truck, tractor, &
18) Residential Housing (25 homes)	88 acres+	3	Primary - employee residential housing
19) Wine Cave	5,000 SF	3	Primary - storage and aging of wines

20) Golf practice hole - Par 3 21) Art Gallery	2 acres 5,000 SF	3 3	Primary - exercise for members Primary - art gallery for local artists to display art Secondary - indoor music performances
LAKE KEOWEE WINERY (Public Winery	<i>(</i>)		
1) Winery (same as above)	20,000 SF	1	Primary - wine production Secondary - wine blending classes
2) Tasting Rooms (same as above)	2 X 3,456 SF	1	Primary - wine & food pairing tastings Secondary - event/wedding receptions
3) Duplex Lake Cottages	10 X 1,800 SF	2	Primary - overnight stay accommodations for wedding party & public
4) Duplex Lake Cottages	10 X 1,800 SF	3	Primary - overnight stay accommodations for wedding party & public
5) Bocce Ball Courts	2 X 500 SF	2	Primary - outdoor exercise & entertainment for the public
6) Sand Volleyball Court	2,500 SF	2	Primary - outdoor exercise & entertainment for the public
7) Par 3 Golf Hole	2 acres	2	Primary - hole-in-one contests for the public
8) Walking Trails	20 acres	1	Primary - public enjoyment
9) Sculpture Garden	5 acres	2	Primary - public enjoyment
10) Art Gallery/Reception Hall	5,000 SF	3	Primary - art gallery for local artists to display art Secondary - indoor music performances
11) Culinary Center	9,000 SF	2	Primary - cooking classes for the public &

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1

3

3,000 SF

5,000 SF

TBD

12) Wine Cave

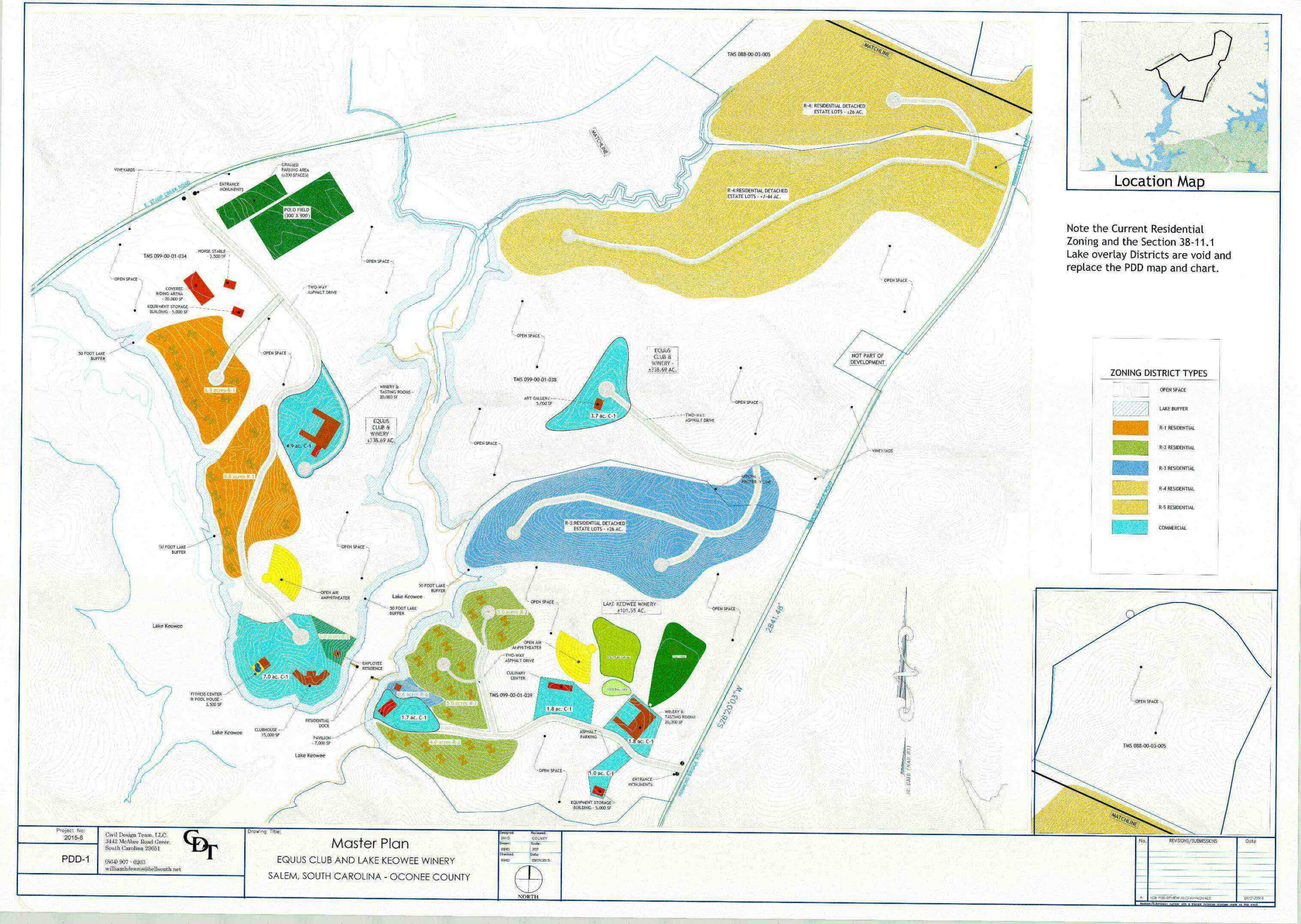
13) Equipment Storage Building

14) Residential Housing

winemaker dinners for the public Primary - storage and aging of wines

Primary - residential housing

Primary - storage of vineyard & landscaping equip.



Matthew Anspach

From: Matthew Anspach

Sent: Wednesday, September 23, 2015 2:40 PM

To: Beth Hulse; 'Chad Dorsett'; 'Greenville News (localnews@greenvillenews.com)';

'jstephens@oconeesc.com'; 'Mikayla'; 'Norman Cannada'; 'Ray Chandler

(crchandler@hotmail.com)'; 'Stan Welch'; 'Westminster News / Keowee Courier

(westnews@bellsouth.net)'; 'WGOG (dickmangrum@wgog.com)'; 'WSPA TV - Channel 7

(assignmentdesk@wspa.com)'; Aaron Gadsby; 'Alexander P. "Rex" Ramsay

(Rex.Ramsay@blueridge.coop)'; 'Alice M. Wald (waldam@att.net)'; 'Allen Medford'; 'Andy Heller'; 'ben826@charter.net'; 'bennettdm@gmail.com'; 'Bettina George'; 'Bill Graham (thewgrahams@bellsouth.net)'; 'bkisker@bellsouth.net'; 'Carlos@Dailyjm. Com

(carlos@dailyjm.com)'; 'Catherine W. Greenwald (cathy@bnacpa.com)'; 'Chanda

Morrison'; 'Chuck & Dee Smith'; 'Debbie Morehead'; 'Dick Hughes'; 'District 1'; 'District 2'; 'District 3'; 'District 4'; 'District 5'; 'eric.burns.miller@gmail.com'; 'Fireworks'; 'frankie pearson'; 'Gary Owens'; 'Harris'; 'HBA'; 'info@chattoogariver.org'; 'ischwartz'; 'Jason Finley'; 'Jess Neville'; 'Jim Codner'; 'Josie Rabbitt '; 'Laura Mathis'; 'Lauren Ponder'; 'Linda Lovely'; 'Marcia Spaeth'; 'Mr. Dan Eskew'; 'Mr. Doyle Pierce'; 'Mr. Linsin'; 'Mr. Littlefield'; 'Mr. Nichols'; 'Mr. Soper'; 'Mr. Turetzky'; 'Ms. FIELD'; 'Ms. Hallo'; 'Ms.Viney'; 'sbarrett@upstateforever.org'; 'Scenic Highway'; 'smithlaw@mindspring.com'; 'Stephen

Nix'; 'Susie Cornelius'; 'Tom Markovich'; 'Walt Medina (wallywwm@yahoo.com)'

Agenda for Tuesday, September 29 Planning Commission Meeting

Attachments: Matthew D Anspach.vcf; 09_29_2015 PC Agenda.pdf

All,

Subject:

Please see attached agenda for the TUESDAY, September 29 Planning Commission Meeting. Thanks.

Sincerely,

Matthew Anspach Planner I Community Development Oconee County, SC

TEL: (864) 364-5115 FAX: (864) 638-4168

manspach@oconeesc.com



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OCONEE COUNTY COMMUNITY DEVELOPMENT Planning & Zoning



Matthew D. Anspach

415 South Pine Street Walhalla, SC 29691 TEL: (864) 364-5115 FAX: (864) 638-4168 manspach@oconeesc.com