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APPENDIX A
REQUIRED PLAT CERTIFICATES

1. CERTIFICATE OF OWNERSHIP – DEDICATION AND GRANT

I (we) the undersigned, as owner(s) of this property do hereby adopt this plat of my (our) free consent. I (we) hereby offer for dedication the easements and street rights-of-way of this subdivision and establish minimum set back restrictions as indicated on this plat, provided this plat is recorded as required by Section 1.07.

____________________   ___________________________
Date       Name


2. CERTIFICATE SUBDIVISION/LAND DEVELOPMENT APPROVAL

I the undersigned certify that the plat indicated hereon conforms to the design standards and requirements in the Spartanburg County Unified Land Management Ordinance, with the exception of such variances, if any, as recorded in the minutes of the Spartanburg County Planning Commission, and that it has been approved for recording in the Office of The County Register of Deeds.

_______________________    _______________________
DATE       CHAIRMAN, SECRETARY OR PLANNING DIRECTOR SPARTANBURG COUNTY PLANNING COMMISSION
NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.
NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.
NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.

*Is allowed for Cul-de-sac streets with less than 25 dwelling units.
APPENDIX B

ILLUSTRATIONS

MINIMUM STREET IMPROVEMENT STANDARDS

STANDARD 2

MINOR RESIDENTIAL

NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.

*Standard 2 cannot be used if the centerline grade exceeds 5%.
NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.
APPENDIX B

ILLUSTRATIONS
MINIMUM STREET IMPROVEMENT STANDARDS

Standard 4
COMMERCIAL INDUSTRIAL ROADWAY

NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.
NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.
NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.
APPENDIX B

ILLUSTRATIONS
MINIMUM STREET IMPROVEMENT STANDARDS

STANDARD 6
MULTI-FAMILY

NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.
APPENDIX B

ILLUSTRATIONS
MINIMUM STREET IMPROVEMENT STANDARDS

STANDARD 6A
MULTI-FAMILY

NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.

*Standard 6A is allowed for cul-de-sac streets with less than 25 developed units.
NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition. Standard street intersection 6B for county roads for Multi-Family Development of 100 plus dwelling units (not to scale).
NOTE:
All roadway and drainage construction is to conform to the Spartanburg County Standard Specifications for Construction of Roads, latest edition.
NOTE:
All roadway and drainage construction is to conform to the Spartanburg County
Storm drainage will be required on all roads. A cul-de-sac will be required in
accordance with the provisions of Section 2.02-2(3) of the Unified Land Management
Ordinance. (Amended 10/21/2002)
APPENDIX B

ILLUSTRATIONS
MINIMUM STREET IMPROVEMENT STANDARDS
STANDARD 9

18" ROLL CURB AND GUTTER

ASPHALT IS 1/4" ABOVE TOP OF CURB & GUTTER

SURFACE COURSE

BASE COURSE
18" BARRIER CURB & GUTTER

ASPHALT IS 1/4" ABOVE TOP OF CURB

SURFACE COURSE

BASE COURSE
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MINIMUM STREET IMPROVEMENT
STANDARD 11

24" ROLL CURB AND GUTTER

ASPHALT IS 1/4" ABOVE TOP OF CURB & GUTTER

SURFACE COURSE
BASE COURSE

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APPENDIX B
ILLUSTRATIONS
MINIMUM STREET IMPROVEMENT
STANDARD 12

24” BARRIER CURB & GUTTER

- ASPHALT IS 1/4” ABOVE TOP OF CURB
- SURFACE COURSE
- BASE COURSE
APPENDIX B
ILLUSTRATIONS
APPENDIX B
ILLUSTRATIONS
SIDEWALK IMPROVEMENTS
STANDARD 13

NOTE:
1. WHERE WIDTH OF DRIVEWAY IS
   15' OR GREATER, A CONTRACTION JOINT
   SHALL BE PLACED IN THE CENTER OF THE
   DRIVE. IF THE WIDTH EXCEEDS 30 FEET,
   TWO JOINTS SHALL BE USED.

2. SIDEWALKS ARE TO BE CONSTRUCTED ON A
   50:1 MAXIMUM CROSS SLOPE. THE SIDE
   SLOPES OF THE RAMP ARE NOT TO EXCEED
   12:1 AT ANY LOCATION WHERE PEDESTRIAN
   TRAFFIC CROSSES RAMP

SECTION A-A

NOTE:
A VARIABLE SLOPE IS THE SLOPE ON EITHER SIDE OF THE DRIVEWAY.
A NON-CONTRACTED SIDEBACK IS DUE TO ULTIMATE DIFFERENCES BETWEEN
THE DRIVEWAY AND THE SIDEWALK. THE SLOPES, HOWEVER, SHALL BE NO
STEeper THAN 50:1.

A 4" CURB LIME IS ONLY IF CURB LIME IS ON A 0.5' GRADE. THIS FIGURE WILL
VARY WITH THE GRADE AND SHOULD BE DETERMINED BY SLOPE OF ROADWAY.

DRAWING NO. 720-5
DETAIL OF CONCRETE DRIVEWAY
APPENDIX B
ILLUSTRATIONS
SIDEWALK IMPROVEMENTS
STANDARD 13B

CONCRETE CURB & GUTTER WITH
GRASS AREA AND CONCRETE SIDEWALK

SECTION D-D

LOCATIONS OF CURB RAMPS

SIDEWALK ADJACENT TO CONCRETE CURB ON RADIUS

NOTES:
1. THE RAMP SLOPE SHALL NOT EXCEED
12% G.L.O.C. IN RELATIONSHIP TO THE
GRADE OF THE STREET. THE SIDE SLOPES
OF THE RAMP SHALL NOT EXCEED 12% G.L.O.C. AT ANY LOCATION WHERE PEDESTRIAN
TRAFFIC CROSSES THE RAMP. SIDEWALK
CROSS SLOPES TO BE CONSTRUCTED ON A
3% MAXIMUM SLOPE.
2. CURB RAMPS SHALL BE FINISHED
WITH A SIDEWALK FINISH THAT PROVIDES
A ROUGH SKID-RESISTANT SURFACE.

SIDEWALK ADJACENT TO CONCRETE CURB

NOTE:
* THE 4 IN. IS ONLY IF CURB IS ON A 60
DEGREE TANGENT WHERE THE PLOTTED
SIDEWALK WOULD BE CORRECT.

DRAWING NO. 720-8
SIDEWALK CURB RAMPS
APPENDIX C

ONE-YEAR WARRANTY AGREEMENT
(Amended 10/21/2002)(Amended 07/19/2004)

STATE OF SOUTH CAROLINA
AGREEMENT
COUNTY OF SPARTANBURG

This agreement is entered into this ________ day of ________________, ____, between the Spartanburg County Planning Commission, hereinafter referred to as Commission, and _____________________, hereinafter referred to as the Developer.

WITNESSETH:

WHEREAS, __________________ is the developer of record for a project (known as ______________________ / located on ___________________________ road); Tax Map No. _____________________; and

WHEREAS, the Spartanburg County Unified Land Management Ordinance requires that all improvements, including grading, drainage and paving of roads, in such developments be completed and properly certified by the Appropriate agencies as a condition of receiving Final Plat Approval; and

WHEREAS, all grading, drainage and roads in such development have been inspected by the Spartanburg County Public Works Department, Engineering Division and have been certified as meeting all Spartanburg County construction and engineering standards; and

WHEREAS, the Developer has applied to the Planning Commission for Final Plat Approval of such development; and offered _____________________ road; between lots__________ for dedication; and

WHEREAS, the Spartanburg County Unified Land Management Ordinance further requires as a condition of Final Plat Approval that the Developer enter into an agreement with the Commission to repair, upon written notice by Spartanburg County at the Developer's expense, all defects in materials and workmanship which may occur in any grading, drainage or roads accepted by Spartanburg County pursuant to the granting of such Final Plat Approval for a period of one (1) year from the date such work is accepted by and dedicated to Spartanburg County.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. The Commission grants Final Plat Approval to the above referenced project (known as ______________________ located on ___________________________ road) Tax Map No. _____________________.

2. The Developer agrees to promptly repair, upon written notice by Spartanburg County at the Developer's expense, all defects in materials and workmanship which occur in any grading, drainage or roads accepted by Spartanburg County pursuant to the granting of Final Plat Approval to the project described in Paragraph 1 above for a period of one (1) year from the date such Final Plat is recorded in the Register of Deeds Office of Spartanburg County evidencing the dedication to Spartanburg County of such improvements. Such repairs shall be commenced within thirty (30) days of receipt of written notification by Developer, provided however, that such
length of time may be extended by Spartanburg County for good cause shown. If the Developer fails to correct any defects pursuant to these provisions, Spartanburg County shall be free to pursue all other available remedies provided for by law.

3. Written notification by Spartanburg County to the Developer may be given and shall be deemed to have been duly given if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope containing the below stated address:

To Developer at:  

The Developer may at any time change the address for notices by delivering or mailing an aforesaid notice at least five (5) days prior to such change and setting forth the change.

4. This contract cannot be assigned without the prior written approval of the Commission and such written approval shall not be unreasonably withheld.

5. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

SPARTANBURG COUNTY PLANNING COMMISSION

By: _____________________________  Title

ATTESTED:

______________________________

DEVELOPER

By: _____________________________

Its officer or agent duly authorized to execute this Contract on its behalf.

ATTESTED:

______________________________

______________________________
APPENDIX D

LETTER-OF-CREDIT AGREEMENT
(Amended 07/19/2004)

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

This agreement made and entered into this ______ day of ________________, ________, by and between ________________________ and the Spartanburg County Planning Commission, hereafter referred to as "Commission":

WITNESSETH:

WHEREAS, _________________________________ is the developer of a residential subdivision known as ____________________________, located in Spartanburg County, for which ______________________________ has submitted to and received approval by the Commission of a preliminary plat, and

WHEREAS, the construction and development of ________________________________ is subject to the rules and regulations of the Commission, which rules and regulations require that all improvements be executed together with assurance suitable to the Commission, prior to final plat approval sell of lots, and

WHEREAS, the developer has petitioned the Commission for permission to enter into an agreement and post suitable assurances for improvements in order to be authorized by the Commission to build upon and/or sell ______________________ of the subdivision prior to final plat approval, and

WHEREAS, ________________________________ has procured an irrevocable documentary Letter-of-Credit in the amount of __________________ payable to Spartanburg County, which assurance has been accepted by the Commission.

NOW THEREFORE, for and in consideration of the premises and the hereafter-contained warranties, covenants and agreements, the parties agree as follows:

I. The Commission hereby authorizes ________________________________ to build on or sell lots ______________________ in the subdivision prior to final plat approval.

II. ________________________________ warrants, covenants and agrees to and with the Commission:

   1. ________________________________ will complete the construction and installation of all improvements on or before ______________________, and during such period the aforementioned Letter-of-Credit will be maintained in full force and effect. Upon written request from the developer, the Commission may grant up to one (1) 90 day extension.
2. ________________ has adequate funds and or borrowing power to fully discharge the financial obligations required to complete all improvements in the subdivision and will complete the same in accordance with the standards established by the Commission.

3. ________________ will furnish to the Commission such progress reports concerning the construction and installation of improvements as the Commission may from time to time request, as well as any other information and reports as may be requested by the Commission.

4. ________________ agrees and acknowledges that houses on lots ________________ in this subdivision shall not be occupied until all improvements are installed as required in the Spartanburg County Unified Land Management Ordinance and approved by the appropriate agencies.

5. In the event the applicant/developer has not completed the construction and installation of the aforementioned improvements on or before ________________, the Commission, on its own initiative, shall have the right upon notice in writing to ________________, to complete the construction and installation of the improvements as submitted, including but not limited to,
   a. employment of such contractors, subcontractors, engineers and surveyors as the Commission, in its sole discretion, deems advisable.
   b. expend such funds as the Commission, in its sole discretion deems advisable.
   c. pay any and all debts for material, labor and equipment arising and accruing in connection with the Planning, designing and installation of the improvements completed prior to the time the Commission assumed the completion.
   d. use such materials as the Commission, in its sole discretion, deems advisable.
   e. do and perform such other acts and things as the Commission, in its sole discretion, deems advisable.

6. Notwithstanding the aforementioned Letter-of-Credit, ________________ agrees to reimburse the Commission for all funds expended by Spartanburg County, in the event Spartanburg County at any time assumes the completion of improvements and agrees to indemnify and hold the Commission harmless from any and all claims, demands and causes of action arising out of or in any manner connected with the Commission's completion of the improvements, even if the costs of the same exceed and overrun the amount of the Letter-of-Credit.

7. Failure by the Commission to so notify ________________or to exercise any of its other rights hereunder shall not be deemed or construed as a waiver by the Commission to thereafter notify ________________ and to invoke any and all of the other provisions hereof.
8. ________________________________ further agrees to properly maintain all roads and other improvements in the subdivision until such time as they are accepted by Spartanburg County and to include in all future sales contracts for each lot a statement describing __________________________ responsibilities under this agreement and a statement to the effect that final plat approval for the subdivision has not yet been obtained from the Commission and is contingent upon____________________________ completion of improvements in accordance with the Spartanburg County Land Management Ordinance.

9. This agreement has been prepared for the sole benefit of __________________________ and the parties hereto agree that it will be construed liberally in favor of the Commission and all ambiguities shall be resolved in favor of the Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date above written.

Attested: ________________________________

______________________________

SPARTANBURG COUNTY PLANNING COMMISSION

BY: ________________________________ DIRECTOR

Attested: ________________________________

______________________________
APPENDIX E

PARKING STANDARDS

NOTE: TURNING RADIUS
15'-0" MIN.
TRAFFIC FLOW
Pursuant to section 2.05-3 of the Spartanburg County Unified Land Management Ordinance I hereby certify that the privately maintained road in the subdivision known as ___________________________________________,
block map # (PIDN)__________________________ meets the construction requirements as follows:

Specifically:

1. Road has a minimum 16 foot new driving surface
2. Road has a minimum of 4 inches of compacted stone base
3. Road has a cleared 40 foot right-of-way
4. Road has a height clearance of a minimum of 13.5 feet
5. Road, cul-de-sac and drainage has been constructed in accordance with the plan approved by the Spartanburg County Public Works Department, Engineering Division

_________________________________  __________________________________
Printed Name                                                      Signature

__________________________________  ______________________________
Date                                                          S.C. Registration Number

Civil Engineer or Tier B Surveyor

SEAL
APPENDIX G

SPARTANBURG COUNTY
FAMILY PROPERTY RESTRICTION

Tax Map Reference Number: _____________________ Date: _______________

Description of Property (Remainder Lot):

_______________________________________________________________

Project Name and Serial Number:

_______________________________________________________________

I, ______________________________________, hereby acknowledge that I have agreed to divide my property pursuant to the Family Property Requirements of the Spartanburg County Unified Land Management Ordinance (#0-99-015), as amended.

I further acknowledge under law that this property shall not be further subdivided until and unless it can meet all requirements of Section 2.05 of the Spartanburg County Unified Land Management Ordinance which deals with the subdivision of property under normal circumstances. I further also acknowledge that this restriction for this property shall run with the land. The legal description of the property subject to the restriction is as follows:

(Insert Legal Description of Remainder Lot)
(including applicable easements)
Future division of the herein-described property shall be in accordance with Spartanburg County Ordinance # 0-99-015, as amended.

__________________________________________
Print (Owner of Remainder Lot)

__________________________________________
Signature

Witness

Witness

STATE OF SOUTH CAROLINA ) PROBATE
COUNTY OF SPARTANBURG )

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named sign, seal and deliver the within Family Property Restrictions; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

___________________________ (SEAL)
Notary Public for South Carolina
My Commission Expires: ____________

SWORN to before me _____ day of ____________________, 20____.
___________________________ (SEAL)
Witness