

Ordinance 2021-031

AN ORDINANCE TO AMEND SECTION 38-353 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO AMEND SECTION 38-353(A) AND ADD A NEW SECTION 38-353(D) REGARDING PRIVATE ROAD STANDARDS; AND OTHER MATTERS RELATED THERETO

WHEREAS, the Anderson County Council has the authority to amend the Anderson County Code of Ordinances from time to time;

WHEREAS, the Anderson County Council desires to allow the owners of real property located in Anderson County to subdivide property into ten or fewer lots with a minimum lot size of 2 acres through the use of a private road; and

WHEREAS, the Anderson County has determined that a development on private roads with ten or fewer lots of a minimum of 2 acres each will assist citizens of Anderson County to better utilize their property.

NOW, THEREFORE, be it ordained by the Anderson County Council in meeting duly assembled that:

1. Section 38-353 (a) of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

Sec. 38-353. - Access.

(a) All lots developed in the county from the date of the adoption of this article must be situated on or have direct access by right-of-way or easement to an approved county, state maintained road, or private road built to county standards. Direct access to any new lot must be in the form of an individual right of way or easement for each lot, not less than 20 feet in width to a county road or private road built to county standards. Direct access to a state road must be in the form of an individual right of way or easement for each lot, not less than 20 feet in width. All accesses onto state roads shall be approved in writing by the SCDOT prior to plat approval by the subdivision administrator with the exception of subsection (d) below.

2. Section 38-353 of the Code of Ordinances, Anderson County, South Carolina is hereby amended to add Section 38-353 (d) to read as set forth in Exhibit A attached hereto.

3. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

5. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 17th day of August, 2021.

ATTEST:

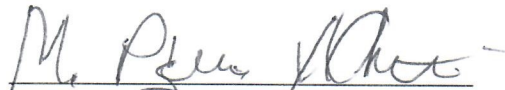


Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

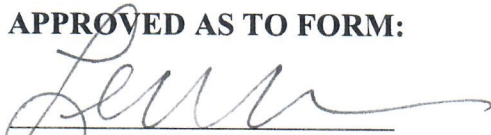


Tommy Dunn, District #5, Chairman



M. Phyllis White
Interim Clerk to
Council

APPROVED AS TO FORM:



Leon C. Harmon
Anderson County Attorney

1st Reading: May 4, 2021

2nd Reading: May 18, 2021

3rd Reading: August 17, 2021

Public Hearing: August 17, 2021

Exhibit A

Section 38-353 (d). – Private Road Standards

Anderson County shall have no responsibility for nor control of the design, engineering, construction, inspection or maintenance of private driveways, drives and roads in Anderson County and shall only be involved with private driveways, drives and roads to enforce these regulations and to the extent required for the county to carry out its other duties and functions, such as approving the subdivision of property.

Private roads. Private roads shall provide vehicular access and road frontage to developments, or sections of developments, containing ten or fewer dwellings. 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 shall have direct access onto a public road, with no private roads off another private road. No such private road shall be laid out so as to serve property outside the development. All private roads shall:

- (1) Serve a maximum of 10 lots per private road with each lot containing a minimum of 2 acres, excluding the road right of way.
- (2) Further subdividing of parcels are prohibited.
- (3) Have a minimum road right-of-way width of 50 feet;
- (4) Have a minimum driving surface width of 18 feet constructed of no less than six inches of compacted crusher run base; a minimum height clearance of 13½ feet; and appropriate documentation from a professional engineer licensed by the State of South Carolina certifying the maximum weight limit of any bridge or culvert located along the drive. All bridges and any culvert over which a private drive crosses a perennial stream must include appropriate signage (located at each end of the bridge) displaying the structure's weight limits. Roads designed to be permanently closed at one end shall be terminated by circular right of way of not less than a 50-foot radius from the center point of the circular right of way and a gravel radius of not less than 35 feet from said center point.
- (5) Be maintained by an association of property owners or the developer and be designated on all plats and recorded in appropriate deed covenants and restrictions, and an appropriately executed road maintenance agreement as defined by these regulations;
- (6) Parcel boundaries may extend to the centerline of the road, with the appropriate right-of-way designated on all plats and deeds;
- (7) A surveyor must provide a recorded plat after a registered professional licensed engineer certifies that it meets the private road standards found in Section 38-353.
- (8) Be named in accordance with adopted E-911 addressing regulations;

- (9) Meet all stormwater management and sediment control regulations:
- (10) Have installed signs that control the traffic flow in a safe manner as specified by standards in the Manual for Uniform Traffic Control Devices;
- (11) Have a speed limit between 10 & 25 miles per hour, with corresponding speed limit signs;
- (12) Be properly approved in writing by land development administrator prior to submission of plat(s) to the Register of Deeds for recording. The following shall be prominently printed on the plat(s):

ROAD RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE A PRIVATE ROAD, NOT OWNED, MAINTAINED OR SUPERVISED BY ANDERSON COUNTY AND NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY ANDERSON COUNTY. ROAD RIGHT-OF-WAY SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY ANDERSON COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ALL ANDERSON COUNTY REGULATIONS. MAINTENANCE OF THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION AND IN ACCORDANCE WITH THE ROAD MAINTENANCE AGREEMENT.

- (13) With the exception of the requirements put forth in this section, all private roads shall meet the requirements for all public roads as defined by this article.
- (14) A road maintenance agreement draft must be approved before a "Preliminary Plat Approval" can be given to a project. The attached sample agreement should be modified to suit the particular needs of a project, such as basing the costs in paragraph 3 on acreage or front-foot dimensions instead of lots. If these provisions are incorporated into a master deed or other document containing covenants and restrictions for the subdivision, that document may be submitted in addition to a road agreement. The developer should also note that this sample agreement contains certain provisions, which are considered essential by the Planning Commission.
- (15) "Final Plat Approval" is granted on the same basis as a standard subdivision with the addition of the Road Maintenance Agreement. (Exhibit 1 below)

Exhibit 1

STATE OF SOUTH CAROLINA) ROAD MAINTENANCE AGREEMENT
)
COUNTY OF ANDERSON) FOR _____ SUBDIVISION

WHEREAS, the undersigned, _____ is the owner and developer of the property described below, and;

WHEREAS, (the owner/developer) desires to impose restrictions and conditions for the use and maintenance of the (description of the road) to be jointly owned by any and all purchasers of the lots set forth hereinafter below.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the (the owner/developer) does hereby impose the following restrictions and conditions and covenants upon the lands described as follows:

“Legal description, to include the name of the subdivision
and the plat book location in the Office of the Register of Deeds”

THE CONDITIONS AND RESTRICTIONS imposed on the aforesaid property are as follows:

1. The (description of the road) running through said property as shown on the aforesaid plat is for the joint use of the owners of lots (description of the lots) , their heirs, successors, and assigns, for ingress and egress to and from the respective lots and for the installation of public utilities. These owners shall be called the (subdivision name) Property Owners Association hereinafter called the Association.
2. A property owner is a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, which is the holder of a deed to a lot in (Subdivision Name) subdivision. It is the responsibility of each present and subsequent member of the Association to assist in keeping the road in a high state of maintenance and to respect the rights of the other property owners in its use. Since this road is not being engineered and constructed according to Anderson County standards, it will not be the responsibility of Anderson County to maintain this road.
3. Maintenance costs to the said roadway shall be borne in accordance with the percentage of ownership of the lots hereinabove set forth; said interest at this state being solely in the name of (the owner/developer) . Percentage shall be divided equally for each lot owned, therefore, with the property subdivided into (number) lots, the ownership of each lot represents (fraction) of the maintenance cost to be shared. The developer shall carry all the

4. responsibilities of a lot owner in proportion to the number of lots owned. There shall also be no further subdividing of lots within this subdivision.
5. The Association in January of each year shall elect a Board of Directors consisting of (number) members. This Board shall be responsible for the care and maintenance of the roadways in (Subdivision Name) subdivision, and is authorized to direct the financial matters of the property owners concerning collection of assessments and necessary expenditures of joint funds of the property owners. To carry out these duties, the Board shall elect a President, Vice-President, Secretary, and Treasurer.
6. Upon the initial sale of each lot, _____ dollars shall be set aside in escrow by the developer to be drawn upon as determined by the Board of Directors stipulated above to provide maintenance to the aforesaid roadway.
7. There shall also be an annual assessment upon each lot owner, which shall be due on July 1st of each year. Initially this assessment shall be _____ dollars per lot per year. This amount may be changed at any time by a two-thirds vote of the members of the Association. The obligation of each lot owner to pay this assessment shall be a continuing lien upon the lot, subject only to the lien on a bona fide first mortgage upon such real property held by a reputable financial institution; and said lien may be enforced by the Association in all respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina.

NOTE: For unpaved roads the escrow amount and annual assessment shall be equal to the annual maintenance cost divided by the number of lots. For paved roads the annual assessment shall be equal to the replacement cost of the roadway divided by the number of lots and also divided by 20, representing the life of the road.

NOTE: Escrowed funds are not mandatory on paved road projects, however, on unpaved roads the amount per lot shall not be less than \$100.

8. This instrument is to be recorded in the Anderson County Office of the Register of Deeds, and the undersigned, (the owner/developer), and all future owners shall cause the following statement to be placed in every contract and deed conveying lots out of this subdivision. This statement shall be signed by the grantee(s) and shall be placed immediately below the grantor's signature and shall be binding on all parties thereof. Failure of any subsequent purchaser to comply with this provision shall in no way diminish or impair the terms of this agreement and the conditions, benefits, and obligations imposed and granted thereunder.

(Witness #1 or #2 sign)

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