



1 Applicant is requesting they would have up to three minutes to speak. And then again,  
2 the person that's applying for the variance would have five minutes to rebut what the  
3 opposition has said. When you come to the podium you'll be under oath and I'm gonna  
4 give you that oath in a few minutes, but please address your comments to the Board.  
5 They're the ones that are here to hear your case today. Do not address the comments  
6 to, your comments to the Staff or to other members of the audience. This meeting  
7 today is not quite as formal as a court but it is a semi judicial hearing which means that  
8 this Board's decision will be a final one. Now, if you're not happy with the Board's  
9 decision or you disagree with the Board's decision for any reason, you do have the  
10 option to taking it to circuit court. And you would have to do that within 30 days after  
11 receiving a copy of the order. Now, next month they'll have the Minutes being  
12 presented to them and at that point we'll get the orders signed, so we're talking about  
13 maybe two months from now that you would have to appeal the decision if you're not  
14 happy with the decision. But the order will go out after the Minutes are approved next  
15 month. I would ask if you have any cell phones on you if you would just mute them or  
16 turn them off at this time. If you are planning to talk to the Board please make sure your  
17 name and address is clearly written on the sign up sheet. If you do come to the podium  
18 I'll be treating you as a person with a vested interest and you will get a copy of that  
19 order and so I do need a way to reach you in order for you to get a copy of the order. If  
20 you are finished testifying and want to leave you may do so, I just ask you to do so  
21 quietly. Are there any questions from anybody in the audience on how we're going to  
22 proceed this afternoon? If not, if you're planning to testify, which means come to the  
23 podium and speak, I need you to stand at this time and raise your right hand. Do you

1 swear or affirm that the testimony you shall give shall be the truth, the whole truth, and  
2 nothing but the truth, so help you God?

3 AUDIENCE: I do.

4 MS. LINDER: Let me do it again for this lady that just stood now. Gentlemen,  
5 you two are sworn in, thank you. Ma'am, do you swear or affirm the testimony you give  
6 shall be the truth, the whole truth, and nothing but the truth, so help you God?

7 AUDIENCE: I do.

8 MS. LINDER: Okay, thank you. Mr. Chairman, all the members that are  
9 planning to testify have been sworn in.

10 CHAIRMAN MCDUFFIE: Alright, thank you very much. At this time we will move  
11 on to approve the Minutes from December 2011. Has everyone had a chance to read  
12 the Minutes?

13 [Inaudible discussion]

14 CHAIRMAN MCDUFFIE: We've had a request to move the approval of Minutes  
15 to the end of today's hearing to allow one more person, one more Board Member who  
16 was at this hearing to vote on the approval of the Minutes. So at this time let's continue  
17 on with the public hearing on today's Agenda. Mr. Price, if you would please call our  
18 case.

19 **CASE NO. 12-01V:**

20 MR. PRICE: Just give me one second.

21 CHAIRMAN MCDUFFIE: No problem.

22 [Smith in at 1:10pm]

1 MR. PRICE: Okay. Alright, the first item is Case 12-01 variance. The Applicant  
2 is Michael J. and Carrie B. Reynolds. The Applicant is requesting the Board of Appeals  
3 to grant a variance to encroach into the required side yard setback on property zoned  
4 RU. The parcel is a little bit less than two acres, it's located at 1236 Richard Franklin  
5 Road in Chapin, South Carolina. Currently there's a manufactured home and a 5,899  
6 square foot metal building on the parcel, that's according to county records. The  
7 Applicant, as I stated, is proposing to construct a residential structure which will  
8 encroach the required side yard setbacks. The, according to what was presented by  
9 the Applicant, the required setback it will encroach 13.5' into the required side yard  
10 setbacks. In the Rural District you're required to have 20' from each side, so that would  
11 leave I think 6.5' from the side yard setback. The parcel is conforming as far as square  
12 footage and lot width. The parcel narrows as you go from front to rear. According to the  
13 plat that was submitted it looks, according to my calculations that's about 110' at the  
14 rear. And that's also in your packet, just [inaudible]. I'll just kind of go over – the, the  
15 aerial that was, that's on our system doesn't reflect but this parcel has been subdivided  
16 and it actually, it's in your packet, but it actually runs to the road and then it, it includes  
17 that storage building I referenced earlier.

18 CHAIRMAN MCDUFFIE: Mr. Price?

19 MR. PRICE: Yes?

20 CHAIRMAN MCDUFFIE: Quick question. I'm a little confused about exactly how  
21 far the encroachment is planned or proposed to be because I've got, on the application  
22 here it says encroaches into the designated 20' side setbacks to an absolute minimum  
23 of 7.5' on the side? And that would be 12.5' not 13.5'.

1 MR. PRICE: Okay, I'm sorry, it is 12.5'. I was looking at that one. Correct it  
2 would be 12.5'. As you can see, and like I said it's in your packet also, but the parcel  
3 actually runs, this is the configuration of the parcel and it was, I guess there was a part  
4 added to it some years ago. But this is actually what we're looking at. And that's pretty  
5 much it from a Staff standpoint.

6 CHAIRMAN MCDUFFIE: I'd like just to be clear, we're looking at the entire  
7 parcel, not just –

8 MR. PRICE: Yeah, this entire parcel.

9 CHAIRMAN MCDUFFIE: Okay.

10 MR. PRICE: Like I said, when I was pulling this up our records right now don't  
11 reflect that these two are one parcel at this time.

12 MR. RUSH: That metal building, is that the building that you referred to?

13 MR. PRICE: Yes, sir.

14 MR. RUSH: And that's still on the entire parcel now?

15 MR. PRICE: Yes, that, the metal building that you see here and also there's a  
16 manufactured home, those are both still on the parcel. Of course, if this is granted by  
17 the Board the variance request and the – well actually if the Applicant is going to  
18 construct a home, this is with or without the variance being granted, the manufactured  
19 home would have to be removed because the ordinance does not allow two residential  
20 structures on the same parcel.

21 CHAIRMAN MCDUFFIE: Are there any other questions for Staff at this time? I  
22 have a question. Does the ordinance allow for, for – this is in a, refresh my memory,  
23 what's the zoning for this?

1 MR. PRICE: RU.

2 CHAIRMAN MCDUFFIE: It's a rural zone?

3 MR. COOKE: It's RU, RU District.

4 CHAIRMAN MCDUFFIE: I guess the, would the metal building also have to be  
5 removed for the construction of a residence?

6 MR. PRICE: No, sir. It would just be a nonconforming accessory structure.

7 CHAIRMAN MCDUFFIE: I was worried about the, what about the setbacks?

8 MR. PRICE: No, sir.

9 CHAIRMAN MCDUFFIE: Okay. Alright. If there are no other questions at this  
10 time, we have [inaudible]. We have the Applicant signed up to speak, Mr. Michael J.  
11 Reynolds. Please state your name and address for the Record.

12 **TESTIMONY OF MICHAEL J. REYNOLDS:**

13 MR. REYNOLDS: Sure. My name is Michael Reynolds, I currently reside at  
14 1232 Richard Franklin Road in Chapin, which is next door to the property that we have  
15 purchased at 1236 Richard Franklin Road. Okay. Before I proceed to provide some  
16 statements that would hopefully prove that we meet the criteria for approval of this  
17 requested variance, I would like to comment on the report that was submitted by Staff  
18 and actually some comments that were just read regarding that report. Namely that the  
19 width of the lot was 110.92' at the rear. That 110.92 is actually the water line distance  
20 that adjoins SCE&G so it's basically the shoreline length. If you look at your map it's the  
21 angled part of that property. So at least as far as all the things that I'm gonna refer to  
22 when I talk about lot width, I'm talking about kind of perpendicular lines and the lot width  
23 at that shoreline is only 87' for reference. And you can, you can drag your line on your

1 thing there, it'll show that is the case. At the point where we are projecting or where we  
2 are asking to build the property, or the house, the lot width is approximately 90' and that  
3 was also, that agrees with your website and was also confirmed on the survey. So just  
4 sort of a clarification there. And of course the lot does widen as you get closer to the  
5 road. Okay. So I'd like to say good afternoon Chairman McDuffie and Members of the  
6 Zoning Appeals Board. I want to thank all of you for taking the time to hear out appeal  
7 today. I hope everybody had a, a nice holiday season and is off to a fresh start of the,  
8 of the new year. I'd like to first give you a little bit of the personal situation just for a  
9 moment. I recently relocated to the Columbia area with my family, with my wife Carrie  
10 and three children for a new job. I actually work out in the Lugoff area. And we decided  
11 to live in Chapin and build our dream home on Lake Murray. It may sound a little cliché,  
12 but I've dreamed about living on the lake since I was a child and spent a lot of time in  
13 East Tennessee where I grew up around the various lakes, and this was a once in a  
14 lifetime opportunity for us, so we're very excited to be building on Lake Murray and  
15 looking forward to enjoying its many benefits. We started the design of our home while  
16 searching for a suitable lakefront property so that we could meet the time restrictions for  
17 completing the build and relocation process with my new employer; that was one of the  
18 benefits that I received. We knew that lake lots, we had done a lot of looking around at  
19 various lots that were available in the area and we knew that they were typically very  
20 narrow, sometimes long, depending upon the configuration. Typical widths were at  
21 least above 90' wide, there was hardly any that we saw that were below 90, and typical  
22 side setbacks that we were quoted when we were looking at these properties were 7.5.  
23 So we proceeded to build our home to conform to those types of standards and again,

1 we needed to pursue a bit of a parallel path in order to make these things come  
2 together in the end and meet that time restriction. So after an extensive search, actually  
3 couple of three months after looking for a suitable property and one failed attempt to  
4 purchase a similar lot, we found this property which was actually next door. And we  
5 knew it was vacant before, we had looked at it every day because I had been living at  
6 1232 renting since I had come down on temporary living with my employer. But we  
7 really didn't think that we would be able to purchase it. In fact, we were able to do so,  
8 we negotiated a deal. The property met all of our criteria, it was in a great location, had  
9 a nice water view. It was about 90' wide so it was similar to ones that we had seen in  
10 the past and that was at an elevation of around 352 ½ which is generally regarded as  
11 the floodplain. And most lakefront homes are built at or around that elevation because  
12 they want to take advantage of the waterfront view and access to the water while  
13 staying out of the floodplain. So typically when you see, you know, lakefront  
14 communities you'll see the homes following the shoreline. We were given a copy of the  
15 recorded restrictive covenants for the neighborhood, which is called Chamblee Point by  
16 our lawyer when we were negotiating the deal. It stated there were 7.5' setbacks. We  
17 also observed that houses built on the two properties adjoining the side of this lot were  
18 also built, actually built at 7.5' setbacks from the common property line, so we did not  
19 have any question about the side setbacks being 7.5. We now know, however, that this  
20 was naïve and that the county zoning regulations for side setbacks was more restrictive  
21 and therefore prevails at 20'. Nonetheless, the house design was completed several  
22 months ago and it has a width of 70'. This property is one of nine lots that were  
23 developed in Chamblee Point in 1980 by Peggy Tapp. The lots were long and narrow

1 by design to most effectively utilize the valuable shoreline on Lake Murray. All but two  
2 of these lots have long narrow designs and have a width in the range of the subject  
3 property, 90 to 110'. Actually our lot is at the minimum of that range, at 90' where we  
4 would build a house near the water. All homes in these lots in Chamblee Point have  
5 setbacks in the range of 7.5 to 15' as estimated on the RCGE application on your  
6 website. The two properties adjoining the subject property have actual setbacks of 8' as  
7 measured from the common adjacent property line as established by the most recent  
8 survey of our subject property. The homes built on lots in Chamblee Point have a width  
9 in the range of 70 to 85' so again our house is very similar to all of those properties. So I  
10 believe that this information is sort of a summary but I want to really just state how this  
11 builds the case for the conditions necessary for you to consider approval of this zoning  
12 variance request. I believe that this information builds the case for the extraordinary  
13 and exceptional conditions that pertain to the subject property. The Chamblee Point  
14 subdivision was developed with the intended sole purpose for lakefront water view  
15 residential homes. The lots have the narrow width, as I've said, but this did not restrict  
16 the design of the subdivision because they were, they were set in at 7.5' by the  
17 restrictive covenants. We do not know how zoning regulations and the enforcement of  
18 those regulations progressed over the years after Chamblee Point was developed in  
19 1980, but current regulations that were enacted in 2005 do include 20' side setbacks  
20 that are strictly enforced. We know that the two lots south of the subject property, one of  
21 which is 4 Charisse Court, I believe the other is 8 Charisse Court, applied for and  
22 received variances and setbacks in 1987, so obviously the zoning restrictions were  
23 beginning to get more, more restrictive at that point because that's the first record of any

1 setback that we have. Enforcement of the 20' side setbacks basically consumes 45% of  
2 this lot so we have a lot that's 90' wide, that leaves 50' to build a home. Our home was  
3 70' wide, which is 29%, you know, a deficit of 29%, that's almost 1/3 that we would have  
4 to remove from the home. So removing this much width would essentially require  
5 redesigning the house from scratch and developing a home similar to a Charleston style  
6 home that has a fairly narrow footprint, narrow from the front and longer on the side  
7 dimensions because we would, of course, want to maintain the same square footage  
8 that we have in our current home. This would prevent us, it would cost us several  
9 thousand dollars to make such significant changes to the designs and it would result in  
10 a delay of several weeks if not more. It would present, it would definitely prevent us  
11 from meeting our relocation deadline and would result in an additional cost of \$3,500  
12 due to tax consequences of the final move that was a benefit from my company that we  
13 would have to give up. The house location cannot be moved further from the shoreline.  
14 You may say, well why not move the house further back? Well, one of the things that  
15 the previous owner did was install utilities that was intended for the mobile home and  
16 these utilities were actually never attached. Those utilities are in place and if we move  
17 the house back to relieve this 20' or to accommodate the 20' setback, we would be on  
18 top of those utilities. It can also be shown that these conditions do not exist with other  
19 similar properties in the vicinity. The subject property is the only remaining  
20 undeveloped lot in Chamblee Point subdivision, so again it was developed in 1980, it  
21 still remains today undeveloped, with of course the exception of this building which was  
22 another complete subject. The houses in Chamblee Point subdivision have estimated  
23 side setbacks, again looking at your application on the web, of 8 to 15', which is

1 significantly less than the current restriction of 20'. Every single house in the  
2 neighborhood has that 7 to 15' side setback. The existing side setback on these  
3 properties consumes approximately 15% of the available width on those properties.  
4 This is compared to 45% if the 20' setbacks are applied to our property. Houses on lots  
5 adjoining both sides of the subject property have confirmed side setbacks of  
6 approximately 8'. This is the property line width on either side of us at 1232 Richard  
7 Franklin where I currently now rent and at 4 Charisse Court, they are actually at 7.5.  
8 Four Charisse Court was also granted a variance, I referred to it earlier, for 8' side  
9 setbacks in 1987, and it is in fact built at, you know, 8' from the property line, so that is  
10 confirmed in the field. Another lot at 8 Charisse Court was granted a variance from side  
11 setbacks by 5.5' in 1987. This house is built at that same estimated distance from the  
12 property line, i.e. 15'. They requested a variance of 5.5. I believe that application of the  
13 zoning ordinance for side setbacks would effectively prohibit or unreasonably restrict the  
14 utilization of the property that we've purchased. Lots in Chamblee Point subdivision and  
15 lots in the general vicinity as well were developed with the sole purpose of building  
16 lakefront residential homes and those homes are similar in size and shape to the house  
17 that has been designed, that we have designed to build on this property. Implementing  
18 the 20' side setbacks effectively prohibits building the house that we have designed on  
19 this property. It would require a nearly complete redesign to create something like a  
20 Charleston style home with a narrow footprint. This would not be consistent with other  
21 houses in the general vicinity. Other houses in Chamblee Point subdivision and the  
22 general vicinity were not subject to the 20' side setbacks. As I said earlier, every single  
23 one of those houses were built with side setbacks either confirmed or estimated from

1 your website of 7.5 to 15'. It could also be shown that authorization of the variance will  
2 not be of substantial detriment to the adjacent property or the public good and that the  
3 character of the district will not be harmed by granting of the variance. The houses on  
4 adjacent, the houses on lots adjoining the subject property, other houses in Chamblee  
5 Point subdivision in general, and other lakefront homes in the general vicinity are of  
6 similar size and shape and footprint to the proposed home. So we're not proposing  
7 building some grand mansion that's outside of the scope, we will blend in with the  
8 community that we are coming into. And they are built with confirmed side setbacks of  
9 8' to the property lines. These houses are also located a similar distance from the Lake  
10 Murray shoreline as you can see on your map. The houses basically follow the  
11 shoreline. We are requesting basically the same thing. If we build a house at the  
12 requested location with 7.5' setbacks we would be at a general consistent distance from  
13 the shoreline compared to the other homes in that area. So in conclusion I, I believe  
14 that, I hope that I have provided adequate supporting evidence to meet the criteria that  
15 the Zoning Appeals Board must operate under to grant the requested variance.  
16 Extraordinary conditions do in fact exist for this lot that are not present on other lots.  
17 We are basically requesting to be able to build a house with equivalent setbacks in  
18 similar location relative to the shoreline compared with other properties in the  
19 subdivision as well as the general vicinity. Redesigning our home to accommodate 20'  
20 side setbacks so that we can put the house where we, I mean, we want to put the house  
21 where it is, it ends up beside the swimming pool of 1232, just – I think that's in the  
22 packet. Redesigning the home to accommodate that 20' side setbacks would be a  
23 significant financial hardship and it would cause a deterioration of the floor plan that we

1 have worked so hard to create. I would like to thank the Board for your time again and  
2 would thank you for your careful review of this information and would respectfully  
3 request that you grant this request for a variance of side setbacks so that we can in fact  
4 build our planned dream home on Lake Murray. Thank you.

5 CHAIRMAN MCDUFFIE: Thank you, Mr. Reynolds. That was a lot of  
6 information. I'm sure that the Board –

7 MR. REYNOLDS: And I do have copies of that if you would like to have those,  
8 so.

9 CHAIRMAN MCDUFFIE: - I'm sure that the Board probably has some further  
10 questions though –

11 MR. REYNOLDS: Okay.

12 CHAIRMAN MCDUFFIE: - regarding your proposed, your request for the  
13 variance.

14 MR. REYNOLDS: Did I do okay on the time? Hopefully I didn't go too fast.

15 CHAIRMAN MCDUFFIE: I left my watch at home today, so.

16 MR. RUSH: Mr. Price, what's, if you can tell me what's going on with the  
17 setbacks, if there's a difference in setbacks with previous built homes or is it just  
18 because of the ordinance that was –

19 MR. COOKE: Cause it looked like the ordinance was updated in '05, but back in  
20 1987, he's saying the people applied for setbacks back then. Any validity to that as far  
21 as what the setbacks were for an RU District back then?

22 MR. PRICE: According to our records the property, the parcels I guess in  
23 Chamblee Point have always been rural.

1 MR. COOKE: Right.

2 MR. PRICE: And he is correct that – and I did mention this in the Staff Report,  
3 that the two parcels south of the subject parcel did apply for variances to encroach into  
4 the side yard setback. And it looks like they were granted. Staff was unable to actually  
5 find those files but we did find records that it was applied for kind of based on the fact  
6 that these homes are here [inaudible] same setbacks so I think it's an indication that the  
7 variance was granted so that was approved by the Board.

8 MR. RUSH: If it was granted then that meant that the setbacks were, the  
9 required setbacks were much more than the 7.5.

10 MR. PRICE: The required setbacks are 20', regardless of –

11 MR. RUSH: Has it always been that?

12 MR. PRICE: Yes, regardless –

13 MR. RUSH: So the ordinance has always read that the rural setbacks is 20' as  
14 opposed to 7.5. So –

15 MR. PRICE: Yeah, the required setbacks have always been 20' in this area.  
16 Like I said, even though you can draw up covenants, the covenants cannot be more  
17 restrictive than what the county requires.

18 CHAIRMAN MCDUFFIE: [Inaudible] less restrictive.

19 MR. PRICE: Less restrictive, yes. And so that's why the other parcels have  
20 come in and asked for a variance to encroach into the setbacks.

21 CHAIRMAN MCDUFFIE: Mr. Reynolds, can you tell me what the approximate  
22 setback of the existing metal building from the nearest property line is? I can –

1 MR. REYNOLDS: I can tell you exactly because we had a detailed survey  
2 conducted.

3 CHAIRMAN MCDUFFIE: I can't quite read what it says.

4 MR. PRICE: What are we trying to find?

5 CHAIRMAN MCDUFFIE: The setback from the metal building to the property  
6 line, nearest point there on the north end.

7 MR. PRICE: It looks like it's like 18 [inaudible]. Let me -

8 MR. REYNOLDS: That is correct, according to the survey 18.8'.

9 MR. PRICE: This has not been recorded, correct?

10 MR. REYNOLDS: Yes, it has been. I have a recorded copy. Yes, sir. It just  
11 hasn't been updated on the website as you can see. The outer portion that has the  
12 garage on it, the big building was originally absorbed on to the adjacent property at  
13 1232 and then circumstances that, you know, came into play, then it was rejoined, so  
14 the parcel is its original design from 1980 now.

15 CHAIRMAN MCDUFFIE: It's pretty close to making the, to meeting the setbacks.

16 MR. REYNOLDS: It's close, yes. Yes. And I'm sure, this building was built I  
17 think around three, four, five years ago so there was no requested variance then and  
18 they just built it to adhere to those 20' setbacks I'm sure.

19 MR. PRICE: Well, if - I'm sorry.

20 MR. REYNOLDS: And, well actually at the time that building was built, if I may  
21 interject, the property line was not where it is. If you, actually it's like that so it's not 20',  
22 it's more like 56'. So it ends up being the dimension on the south side of the building.  
23 The north side of the building, that's all one parcel, 1232.

1 CHAIRMAN MCDUFFIE: Now it's been subdivided and added.

2 MR. REYNOLDS: Well, now it's been recombined. It was originally –

3 CHAIRMAN MCDUFFIE: But the, but it's not showing the property line on the  
4 north side there.

5 MR. REYNOLDS: Cause it just hasn't been updated.

6 CHAIRMAN MCDUFFIE: No, but you're saying that at the time that the, that the  
7 building was built that was all one parcel -

8 MR. REYNOLDS: That's correct.

9 CHAIRMAN MCDUFFIE: - not two parcels.

10 MR. REYNOLDS: That is correct. The setback was 50'.

11 CHAIRMAN MCDUFFIE: So [inaudible] there is a parent parcel or a, that, the  
12 northern most parcel has been subdivided.

13 MR. REYNOLDS: Well, the outer portion where the building is was adjoined to  
14 that adjacent property and then it was put back.

15 CHAIRMAN MCDUFFIE: But it used to be adjoined to the north parcel.

16 MR. REYNOLDS: Yes, sir.

17 CHAIRMAN MCDUFFIE: Not it's adjoined to –

18 MR. REYNOLDS: Well, originally it wasn't, but it was –

19 CHAIRMAN MCDUFFIE: - [inaudible] the parcel on the left.

20 MR. REYNOLDS: That's correct.

21 CHAIRMAN MCDUFFIE: So either way it –

1 MR. REYNOLDS: So. When the building was built the minimum setback or the  
2 smallest setback was 56'. Now with the property line, with the property being rejoined  
3 to its original state the setback is actually 18.5' because the property line –

4 CHAIRMAN MCDUFFIE: [Inaudible] subdividing that parcel it created a  
5 nonconforming metal building, right?

6 MR. PRICE: Yes. It looks like a little more than a foot, which should have been  
7 caught, but. Yes.

8 MR. SPEARMAN: When did you say that garage was built?

9 MR. REYNOLDS: Approximately four or five years ago. I mean, I wasn't here  
10 when it was built.

11 MR. SPEARMAN: Who built the building? Do you know that?

12 MR. REYNOLDS: Yes, sir. Mr. and Mrs. Lorick Caughman.

13 MR. SPEARMAN: Did they have a building permit to build that building?

14 MR. REYNOLDS: I can't speak to that. Ms. Caughman is here today so maybe  
15 she –

16 MR. SPEARMAN: Does the, does that garage have electricity?

17 MR. REYNOLDS: Yes, sir.

18 MR. SPEARMAN: So it – does it have water?

19 MR. REYNOLDS: No, sir.

20 MR. SPEARMAN: Just electricity, that's all the utilities -

21 MR. REYNOLDS: Heating, cooled and lights. Yeah, it's electric and propane  
22 actually, sir.

23 MR. SPEARMAN: Okay. What is the building used for?

1 MR. REYNOLDS: It's a garage. It has some cars in it right now.

2 MR. SPEARMAN: Is it used for a commercial –

3 MR. REYNOLDS: No, sir. It's just for storage.

4 MR. SPEARMAN: Okay.

5 MR. REYNOLDS: Yes.

6 MR. SPEARMAN: Do you know when the property was subdivided back to  
7 include that building in the lot for 1236 Richard Franklin?

8 MR. REYNOLDS: When it was subdivided to include it?

9 MR. SPEARMAN: Right, when it was, when the line – it appears to me that the  
10 original lot without the building is landlocked since – but since you included that in the  
11 1236 then you have access to the road for that lot, is that correct?

12 MR. REYNOLDS: Well, if you go back to the original, it's exactly the way it is now  
13 so the original is how it is now. 1232, which is lot 9 if you look at your plat, so if I may  
14 point to this, this 1232 absorbed that so that, as I understand it, so they could build the  
15 metal building cause you couldn't have a metal building on a property that was isolated.  
16 So they basically removed that property line, they added an easement so that you could  
17 get to the property as it's shown on the website, and then when we purchased the  
18 property we purchased both parcels. Actually that property line was given up because  
19 of a divorce decree.

20 MR. SPEARMAN: So you abandoned –

21 MR. REYNOLDS: That's the right word.

22 MR. SPEARMAN: - there was an abandonment of a property line?

1 MR. REYNOLDS: That is correct, by a divorce decree. So Mr. Caughman came  
2 to own the property as it's laid out now, the full two acres and that's what we purchased.

3 MR. SPEARMAN: Okay, so the same owner that owns 1232 owns 1236 or used  
4 to own 1236?

5 MR. REYNOLDS: Used to, yes, sir. Used to, and that's Mrs. Caughman, she's  
6 here today.

7 MR. SPEARMAN: Okay. When did you purchase the property?

8 MR. REYNOLDS: On November 22<sup>nd</sup> of this year.

9 MR. SPEARMAN: Of 2011?

10 MR. REYNOLDS: Yes, sir, that's when we closed on it.

11 MR. SPEARMAN: What is your intention for the garage? Since -

12 MR. REYNOLDS: To -

13 MR. SPEARMAN: - since it's a nonconforming, you know, you can't have an  
14 accessory structure without having a principal structure.

15 MR. REYNOLDS: Right, sir.

16 MR. SPEARMAN: And right now you've got an accessory structure period.

17 MR. REYNOLDS: Yes, I understand.

18 MR. SPEARMAN: So what's gonna be your use of the garage?

19 MR. REYNOLDS: Well, we're first gonna build a home so it's no longer an  
20 isolated accessory structure and then we'll use that garage for storage, for no  
21 commercial interest whatsoever.

22 MR. SPEARMAN: Okay, you're not gonna live in the garage while the -

23 MR. REYNOLDS: No, sir.

1 MR. SPEARMAN: - construction is being –

2 MR. REYNOLDS: Absolutely not.

3 MR. SPEARMAN: - done or anything like that? It's just gonna be –

4 MR. REYNOLDS: No, it's not habitable.

5 MR. SPEARMAN: Okay.

6 MR. REYNOLDS: I mean, no, no, sir. We are living at 1232 and continue to,  
7 next door to the property, so. And that's actually a nice situation because we'll be able  
8 to watch the house be built from directly next door.

9 MR. SPEARMAN: How many, what's the proposed square footage of your home  
10 that you're proposing to build?

11 MR. REYNOLDS: You need an exact number or a rough number?

12 MR. SPEARMAN: Well, exact, please.

13 MR. REYNOLDS: Okay. I'm not I have that. There or abouts 3,642, you know,  
14 plus or minus. I mean, I can't –

15 MR. SPEARMAN: How many stories are you gonna have?

16 MR. REYNOLDS: Two stories.

17 MR. SPEARMAN: Two stories?

18 MR. REYNOLDS: Yes, sir. And it also has an unfinished basement. Just  
19 because of the lay of the land it had to have a basement.

20 MR. SPEARMAN: So you're saying that the, this 3,642 square foot residential  
21 structure you're going build is gonna be 70' wide?

1 MR. REYNOLDS: Yes, sir, that's correct. It's like 70' by, I want to say 70 x 40  
2 ballpark. And again, it's similar size and shape to all those homes in the neighborhood.  
3 Both homes adjacent to it are about 70' wide.

4 MR. SPEARMAN: And the last question I've got, Mr. Chairman, if you don't mind.

5 CHAIRMAN MCDUFFIE: Sure.

6 MR. SPEARMAN: I still don't understand what your hardship is. I understand  
7 that adjacent properties were granted variances to build what's on them, but those  
8 variances go with that particular lot. I still don't understand what your hardship is, why  
9 you can't build something that would comply with the zoning code as it currently states,  
10 20' on the side, on the side yard setback.

11 MR. REYNOLDS: We could build something, it would require us to abandon the  
12 home that we've built already that we've already paid money to design.

13 CHAIRMAN MCDUFFIE: The home that you had plans drawn up for already.

14 MR. REYNOLDS: Yes, sir. It's done. It is completely designed, Schumaker is  
15 building it, every stick is designed. I mean, we –

16 CHAIRMAN MCDUFFIE: Understood, but it's not built already.

17 MR. REYNOLDS: No, sir, it is not built.

18 MR. SPEARMAN: And you have not received a building permit to –

19 MR. REYNOLDS: No, sir, we cannot until the mobile home is moved. We've  
20 tried but – actually the mobile home is to be moved tomorrow, FYI.

21 MR. SPEARMAN: Okay, does anybody live in that mobile home?

22 MR. REYNOLDS: No, sir.

23 MR. SPEARMAN: Was it, at one time did somebody live in it?

1 MR. REYNOLDS: No, sir.

2 MR. SPEARMAN: It never has been lived in?

3 MR. REYNOLDS: It was intended to be occupied but it never was occupied.

4 MR. SPEARMAN: What year is it?

5 MR. REYNOLDS: What year is the mobile home?

6 MR. SPEARMAN: I don't know for sure. I think it's about four years old. Is that  
7 fair? It was a brand new mobile home, it was put there four or five years ago when the  
8 Caughman's were divorced.

9 MR. SPEARMAN: Okay.

10 MR. REYNOLDS: That's when it was put on the property.

11 MR. SPEARMAN: And I hate to dwell on the last question before we went off on  
12 that, but you know, what is your hardship?

13 MR. REYNOLDS: Well, the hardship is, is really that we have a house that's  
14 designed, okay, one that we've, you know, put our heart and spirit into, we did it on a  
15 parallel path because we had a time constraint. We, we couldn't find the lot and then  
16 find a house to fit on it. If we would've done that I guess I'd say maybe we wouldn't  
17 have a hardship. We can build a house that's like a Charleston style home. It will not  
18 look like the houses in the neighborhood cause those houses are 70' wide. We would  
19 have to build a 50' wide home that would be longer and skinny like a Charleston style  
20 home. So to do that our hardship would be that it would cost us several thousands  
21 dollars for the redesign and it would also cause us a delay that would force us to miss  
22 our relocation target, and it would cost us another \$3,500 estimated in taxes because  
23 that relocation then would become taxable, and Uncle Sam requires you to pay taxes if

1 it, you know, goes beyond that deadline. And if I may just look back at the other points  
2 that I believe prove the hardship. That, you know, enforcement of the 20' setbacks  
3 consumes 45% of the width of the shoreline and I believe that that is a hardship within  
4 itself because it forces you to build on such a narrow width and the properties in the  
5 subdivision, none of them are faced with that restriction. They all have enjoyed the  
6 benefit of being, having their homes built at 7.5 to 15' setbacks, every single one of  
7 them. And basically, you know, that imposes kind of an unfair hardship on this piece of  
8 property in and of itself.

9 MR. SPEARMAN: May I see that recorded plat that Mr. –

10 CHAIRMAN MCDUFFIE: But for the existing garage structure –

11 MR. REYNOLDS: Yes, sir.

12 CHAIRMAN MCDUFFIE: - one could easily build a 70' wide house while staying  
13 within the required setbacks, correct?

14 MR. REYNOLDS: Ask the question again, please?

15 CHAIRMAN MCDUFFIE: If the lot was vacant, if there was no other –

16 MR. REYNOLDS: Right.

17 CHAIRMAN MCDUFFIE: - structures on the lot –

18 MR. REYNOLDS: Right.

19 CHAIRMAN MCDUFFIE: - one could easily build a 70' house as proposed while  
20 staying within the lot setbacks.

21 MR. REYNOLDS: The lot is I think about 120' wide at the road.

22 CHAIRMAN MCDUFFIE: A hundred and – okay.

1 MR. REYNOLDS: Something like that, I'm calling this from memory so please  
2 don't hold me to exact numbers, but to answer your question, if the building wasn't there  
3 yes, you could. We could build a road front home but it would not be of the original  
4 intended use for this property, which is lakefront, water view, you know, property. But  
5 yes, you are absolutely correct, sir.

6 CHAIRMAN MCDUFFIE: And while 50' of width that you actually I think have to  
7 build in may not be ideal, I mean, that's, even not going a full Charleston style, you  
8 know, skinnier home, 50 x 50 would be like, what, 2,500 square feet of, on one story?

9 MR. REYNOLDS: Have to be a little bit longer than that, yes, sir, I think to get  
10 the square footage, but.

11 CHAIRMAN MCDUFFIE: But, I mean, 50 x 50 would be 2,500 square feet so, I  
12 mean, I guess I'm with Mr. Spearman and I, I'm just, I guess I would like it you could,  
13 you know, articulate what the real hardship is that has to do with the lot, not the lack of  
14 due diligence prior to purchasing the lot or prior to, to consulting with the architect.

15 MR. REYNOLDS: Well, I think some of the points are scattered throughout. I  
16 think one of the things that this lot is one of the minimum lots. It, at 90' where you, near  
17 the waterfront where you would build a home is 90'; that is at the minimum end of that  
18 range for this property. So applying the 20' setbacks to this property consumes so  
19 much more of the available width, 45% versus 15% on the other properties. And I think  
20 that presents a hardship in and of itself that we have to fit within those constraints.

21 CHAIRMAN MCDUFFIE: Are there any other questions at this time for the  
22 Applicant?

1 MR. SMITH: Well, for the Applicant my question is this, you spoke of the utilities  
2 that were in the ground from the manufactured home, how far – I was just trying to  
3 make sure I look at the map, how far was that away from the proposed location where  
4 you are looking to be able to build the home, and –

5 MR. REYNOLDS: It's on the plat. I'm not sure the distances are accurately  
6 denoted but I would say those utilities are about maybe, some of the utilities are close,  
7 the septic, or not the septic, the sewerage systems are probably 20, 30'. The –

8 MR. SMITH: Are you going to be tying into those existing utilities?

9 MR. REYNOLDS: Yes, sir, that is correct. That is correct. The well is probably  
10 more on the order of, I don't know, 70' or 80', something like that. The power unit is  
11 more likely to be 90, 100', I'm estimating, sir. So you can see them on the plat. And of  
12 course these underground utilities are running along the length, are running down  
13 through the property line because again, the intended use is waterfront, so there was  
14 not much consideration for building a home up near the area and digging a foundation  
15 on the roadside part of the property.

16 MR. SMITH: Would you look at that issue to be an extraordinary exception?

17 MR. REYNOLDS: Absolutely. Absolutely. I mean, that's why, I mean, there are  
18 a series of these extraordinary conditions that exist on this property that don't exist on  
19 others. I mean, it's not just one single thing, it's the whole conglomeration of all of them.  
20 And we're not, you know, again we're not asking for anything special here. We won't be  
21 deviating from anything within this neighborhood; design of the home, size of the home,  
22 setbacks, square footage, location relative to shoreline, period, nothing. I mean, if this  
23 home would've been built in 1987, it would be where we're asking it to be built. I mean,

1 I think the thing that's changed is the, you know, how the, if the setbacks were indeed  
2 20' since 1980 then obviously the enforcement of these setbacks, or – we don't really  
3 know, we just know where the homes are built. And they are built at significantly less  
4 than 20' setbacks.

5 CHAIRMAN MCDUFFIE: At this time we have two individuals signed up to  
6 speak in opposition. And I would like to call Mr. Kevin Raines, if you would like the  
7 opportunity to speak. State your name and address for the Record.

8 **TESTIMONY OF KEVIN RAINES:**

9 MR. RAINES: Kevin Raines, reside at the 4 Charisse Court property in Chapin,  
10 South Carolina, and Chairman, Members of the Board, thank you very much for having  
11 us here to be able to kind of go through the due process. Mike did an excellent job. I'll  
12 call him Mike instead of Mr. Reynolds cause I've actually met him, consider him, you  
13 know, being right there, whatever, and as I told him here today, this is nothing personal  
14 whatsoever, this is about protecting, you know, looking at my property, my property  
15 values because since we purchased the property in 2003, I live there with my wife and  
16 four kids, there's been some very unusual developments, let's just call it, in that vacant  
17 lot beside it. When I purchased the property I actually looked at buying that vacant  
18 property but I look at, I try to play by the rules, I looked at the rules and yes, my house  
19 you can tell it's, you know, again I didn't build it there so I had nothing to do with any  
20 setbacks or anything like that, but had I, could I do it over again I wouldn't certainly even  
21 build it that close to the property line myself cause I just, I don't like the way that is.  
22 However, the way it was landscaped when we bought it makes it appear to be much,  
23 much more cause there were some railroad ties down, things like that, of that nature.

1 So anyway, I had my buyer's agent look into that property and he said, well it's been  
2 there for a long, long time, here's why, cause the setback regs, what they require you'd  
3 have to build a house, you know, back up the property and you'd have a lot, which you  
4 know, for me wasn't that big of a deal because with the kids and having a big yard to  
5 play in, that type of thing, I was okay with. But at the time I said, well it's been sitting  
6 here, I'll role the dice, I'll gamble, I'll let, I'll go ahead and do some renovations on the  
7 current house we were moving into. So that's what we did. And then in the process it  
8 subsequently was purchased, then we saw the construction of the metal building that  
9 has been discussed, which was interesting. And then, during that process saw my trees,  
10 not once but twice illegally taken down to get access. If you can see that little road  
11 across the property to get on to Charisse Court with a gravel road done, it was never  
12 asked for my permission to do that, even after the first occurrence. So, you know, and I  
13 didn't have the chance to do this at that time, so I'm here today to have my chance to  
14 protect my property from that standpoint. Again, nothing against Mike from a personal  
15 standpoint, love to see them be there, build there, be neighbors, that type of thing.  
16 However, looking at my property value, even if it was my brother I would not want him to  
17 build right on top of my particular, you know, area there and I don't think the house on  
18 the other side, it's really a great idea when you look in terms of property value. When  
19 we searched, I can relate to those guys looking because we searched for 18 months  
20 across the lake and I know that the gentleman thought, boy these poor children never  
21 gonna buy anything. But when we found this piece one of the things we liked about it is  
22 it was not cramped, right on top of each other. We knew we were gonna, you know,  
23 have kids and we wanted lots of places for them to run and play and, and we didn't want

1 that aspect of being in a, you know, typical cul de sac type neighborhood, right on top of  
2 each other. And so that's kind of where we were with that aspect, so knowing where  
3 the setbacks were, we figured we're good, we'll just wait and see what happens. And  
4 then, like I said, then there's been, you know, the very interesting developments that  
5 kind of occurred and then the trailer got put up there and, and of course, which I don't  
6 really see it that much, I feel more for the people on the other side of the water there to  
7 have to look at that every day. So -

8 CHAIRMAN MCDUFFIE: Thank you, Mr. Raines.

9 MR. RAINES: - okay? Thank you for having time.

10 CHAIRMAN MCDUFFIE: We have also Mr. Paul Howard, is that right? What's  
11 that?

12 [Inaudible discussion]

13 CHAIRMAN MCDUFFIE: Please state your name and address for the Record.

14 **TESTIMONY OF LAURA NICHOLS:**

15 MS. NICHOLS: I'm Laura Nichols. My address is 1232 Richard Franklin Road.  
16 And I've sort of been in the midst of this mess and a lot of disclosure. I was Laura  
17 Caughman. We originally bought 12, I originally bought 1232 right after I married Jim  
18 Caughman. After we had been there for a while Mr. Caughman was into vintage cars,  
19 classic cars, needed a place for his building. Richland County had a provision that you,  
20 it had to be attached to a property. That's when we subdivided off the back portion of his  
21 almost two acres, included it in 1232 Richard Franklin Road, so he could build his  
22 building. And I think that's sort of been discussed. It's a little confusing, believe me I've

1 been down to zoning. We did get a building permit to put up the metal building after it  
2 had been surveyed and deeded off to 1232. That was done in about 2004.

3 CHAIRMAN MCDUFFIE: Do you mind if I interrupt you for just a second? That  
4 lot at the time was subject to the same restrictive covenants that the lot is subject to  
5 today?

6 MS. NICHOLS: Again, where the metal building is, as you can see that adjoined  
7 1232 so there wasn't, there wasn't a setback problem because of the fact that –

8 CHAIRMAN MCDUFFIE: I'm not worried about the setbacks *per se* but I was  
9 just curious as to if that property was subject to the same covenants that all of the other  
10 properties were subject to and did nobody complain that you were building a garage, a  
11 metal building at the time when it says no structure shall be erected? Just for my  
12 personal –

13 MS. NICHOLS: Mr. Caughman is a [inaudible] and he was always one step  
14 beyond it, he pushed the limits, he was a difficult guy at best. He did some research  
15 and found that the Richard Franklin covenants had not been renewed and therefore the  
16 restrictions of no outside building and no mobile homes had been allowed to lapse. And  
17 he pushed the envelope, much to most of our problems. Let's see, so then in the  
18 divorce, which was finalized in '09 I agreed to deed back the metal building or the original  
19 portion of 1236 Richard Franklin Road back to Mr. Caughman as part of the divorce  
20 proceedings. That happened in '09. Right after we were divorced Mr. Caughman, in an  
21 effort to devalue my property, placed the mobile home right at my front door, which it  
22 has, it's, my property's been on the market for sale at several hundred thousand dollars  
23 less than value and has not sold and it's mostly because when people drive into my

1 property the mobile home is there like a bad whatever. Thank Heavens the Reynolds  
2 are gonna move it. More disclosure, I am a real estate broker, have my own company  
3 and I represented Mr. Reynolds and their registered agent in them looking for property  
4 and was the contact for them to contact Mr. Caughman's family to buy the lot. Mr.  
5 Caughman, Jim Caughman subsequently, right after putting the mobile home, he put in  
6 a well and he put in sewer service, he never connected any service or any electricity to  
7 the mobile home and had a major stroke. Is back in Atlanta and therefore his family is  
8 now trying to, after our contact, we said why not this, contacted them and they agreed to  
9 sell it. We're hoping that the mobile home will be moved off this week. They've had two  
10 months to do it and the contract only had, they were supposed to do it in a month. They  
11 are living with me, the Reynolds actually live with me. I'm still living at 1232 Richard  
12 Franklin, it's a five bedroom house, it was just me, my son's now in college, Mr.  
13 Caughman and his kids are now gone, is part of the reason I wanted to sell. I feel like  
14 that where they're wanting to buy the house, I'm really happy that the house is gonna be  
15 built, but I think that it will infringe on my property and be another problem right off of my  
16 swimming pool and my house where they're wishing to build it. Any other questions?

17 MR. SPEARMAN: I've got one, Mr. Chairman, if you don't mind.

18 CHAIRMAN MCDUFFIE: Yes, sir.

19 MR. SPEARMAN: So you are in opposition of them being granted the variance,  
20 do I –

21 MS. NICHOLS: Wish I weren't, but yes, I am.

22 MR. SPEARMAN: And y'all all live in the same house.

23 MS. NICHOLS: We do.

1 MR. SMITH: That's what, okay.

2 MR. SPEARMAN: What, if you would just run it by me one more time, what is,  
3 what are you in disagreement of as far as the variance? Would you please restate that?

4 MS. NICHOLS: You see where the swimming pool is?

5 MR. SPEARMAN: Yes, ma'am.

6 MS. NICHOLS: The house edge would be right there at the front of that  
7 swimming pool, it would be right at that property line. Now I know that it's been said  
8 several times that the variance of 7.5', that house was built in '91, obviously they didn't  
9 ask for a variance. There is one edge that's 8', but I think on the plat that he drew  
10 houses on, I think on the far side to my property line is much more than 8'. I think that it  
11 might have been a combined thing. I don't think that Kevin's is 8' on both sides of his  
12 house either. I think on one side it may be close to the property line on the far side. I  
13 think it's much farther away from the property line.

14 MR. SPEARMAN: So you're saying the house at 1232 that you live in was built –

15 MS. NICHOLS: When I bought it in '91.

16 MR. SPEARMAN: - when you bought it. In '91. Do you know that year that that  
17 house was constructed?

18 MS. NICHOLS: '91.

19 MR. SPEARMAN: Were you –

20 MS. NICHOLS: 1232 Richard Franklin Road was built in '91 according to the  
21 records that I had.

22 MR. SPEARMAN: And you bought it the same year?

23 MS. NICHOLS: I bought it in 2003.

1 MR. COOKE: And at the time the setbacks were at 20', is that correct Staff?

2 The setbacks were at 20' in 1991, so I -

3 MS. NICHOLS: It was an existing house, there was no -

4 MR. PRICE: Yes.

5 MS. NICHOLS: - there was no discussion. I don't know what the setbacks were.

6 That wasn't, I bought an existing home so I wouldn't know.

7 MR. COOKE: So Staff, is there any record that this, the person who built this  
8 home applied for a variance for this particular parcel?

9 MR. PRICE: Going through our database the only parcels I found were, that  
10 applied for a variance were the two northern, excuse me, southern parcels from the  
11 subject parcel.

12 MR. COOKE: Okay. So the reason why that house would be sitting on top of that  
13 pool is because the, her current house sits so close to the, to the property line itself,  
14 which is basically out of -

15 MR. SMITH: When you actually sold the property to them did you have any idea  
16 that they would be building towards the lake?

17 MS. NICHOLS: I didn't know -

18 MR. SMITH: As a broker?

19 MS. NICHOLS: Well, clearing out the lake, but I didn't realize, I didn't know  
20 anything about setbacks. There wasn't just really discussed, nothing was surveyed off  
21 when - and I didn't sell it, the Caughman's sold it to him. I was just the contact and the  
22 go-between, but no I didn't, we didn't know. And if it's the Council's decision to do that,

1 to grant that, then I'll be okay, it'll be better than the mobile home that's there, but I'd  
2 prefer not.

3 CHAIRMAN MCDUFFIE: Are there any more questions for Ms. Nichols at this  
4 time? Alright, thank you very much. I'd like to call the Applicant back to the stand at this  
5 time for a, for a very brief rebuttal and then perhaps some further questions.

6 MR. REYNOLDS: Okay, thank you again. So I listened to the comments from  
7 Kevin and Laura and, you know, Kevin I don't take this personal, I understand that you  
8 believe that you're protecting your property, but I'm not quite sure what you're protecting  
9 it from. We're building a house that looks very similar – excuse me, I'm addressing him,  
10 I should not do that. You know, we're building a house very similar to the one that he's  
11 living in now. It will be built from the same distance from the property line that his home  
12 is built from the property line. The same condition exists for Ms. Caughman. Our house  
13 will be built from that property line the same distance as her house is from the property  
14 line. It is true that if you go to the other side of their lots that that setback is not 7.5, it's  
15 a little wider, but at least one of the setbacks is 7.5 and therein lies the situation with the  
16 zoning. I guess it's regretful that Mr. Caughman did the things he did. He was  
17 apparently kind of a vengeful man, he was not, you know, he was not popular in the  
18 neighborhood, of course, after, you know, putting a mobile home, taking down Kevin's  
19 trees, but just to clarify I had absolutely nothing to do with that. And so, you know, we  
20 are the new owners, we're trying to remedy that, we want to live in harmony with our  
21 neighbors and we certainly don't believe that anything we're proposing or requesting is  
22 going to create any kind of situation that doesn't already exist in the neighborhood. As  
23 a matter of fact we know it won't, it does not create anything that's not already there.

1 The trailer is being moved, that was mentioned earlier. Trying to protect the property  
2 value, you know, both of these people have lived on either side of a vacant lot for 20,  
3 well maybe not 20 years but for a lot of years and you grow accustomed to seeing this  
4 nice, treed buffer area between the two lots when that happens. I can understand. I  
5 would prefer, if I had either one of those properties, I'd prefer no one ever build on it. I  
6 would prefer that they leave it a buffered land. I would, of course, like to get rid of the  
7 mobile home, but you know, quite frankly it is another lot, it should share the same  
8 privileges as those lots in the community, as well as those lots on either of the adjoining  
9 properties that the owners have spoken about here today. I didn't know about the  
10 house being built in 1991 and no variance. I can't comment about that on 1232 Richard  
11 Franklin. I do believe that, you know, the hardship case comes back to that, you know,  
12 we can't build the home that we've designed and we can't move one there, we can't  
13 move it back because of the utilities that are on the lot, and I believe that that, you  
14 know, kind of states our situation. The house will not be right on top of the neighbors  
15 either. If you look at where, if you pull up one of the maps that I submitted, could you  
16 possibly do that, that show the proposed location of the home? Can you show the  
17 aerial plat that shows that, please, sir?

18 MR. PRICE: You're talking about the one you submitted?

19 MR. REYNOLDS: Yes, sir. It was in the package. Keep going. The one that  
20 shows the trees and stuff and the little diagram of where the house would be located. It  
21 has the aerial topography view from the website.

22 MR. PRICE: That's actually [inaudible].

1 MR. REYNOLDS: Well, in any event you can see it here, although not as clearly,  
2 the house where we're proposing to build, which is at the 7.5' setback, follows the  
3 contour of Lake Murray shoreline and so it's not right on top of the other properties. It is  
4 beside Ms. Caughman's pool but Ms. Caughman's pool is 7.5' from the property line.  
5 So that's why her pool will be right beside our home. And so quite frankly I think that,  
6 you know, again if I were one of them I might prefer it to stay undeveloped forever, but  
7 that can't be the case. We've purchased this property for development for its intended  
8 use and the zoning restriction, I believe, unfairly, you know, targets this property and  
9 presents an unusual hardship. Thank you for your time, Board.

10 CHAIRMAN MCDUFFIE: Are there any more questions for the Applicant at this  
11 time? Okay, being no further questions for the Applicant at this time, Mr. Spearman,  
12 would you care to go through the Findings of Fact?

13 MR. SPEARMAN: Sure.

14 MR. PRICE: Mr. Chair?

15 CHAIRMAN MCDUFFIE: Yes, Mr. Price?

16 MR. PRICE: [Inaudible]

17 MR. REYNOLDS: Oh, I have a nice big copy of that if you would like to see it.

18 MR. PRICE: It's similar to the aerial that we've been showing.

19 MR. REYNOLDS: Okay.

20 MR. SPEARMAN: Do you want to take a look at that before I start or do you  
21 want me to go ahead and start, Mr. Chairman?

22 CHAIRMAN MCDUFFIE: Let's [inaudible] before you start.

1 MR. REYNOLDS: May I approach the bench? [Inaudible] two views; you have a  
2 close up view on this one and then another one on the next page. This is the proposed  
3 house. This is 1232 and this is 4 Charisse Court. So again, this house would be a  
4 similar distance from the shoreline with the same exact setbacks. And this is the, this is  
5 the larger view of the area and you can see that, you know, it follows the contour in the  
6 spirit of the land.

7 MR. SPEARMAN: When you access your property do you go across somebody  
8 else's property -

9 MR. REYNOLDS: No, sir.

10 MR. SPEARMAN: - going there? So there's a dedicated drive -

11 MR. REYNOLDS: Yes, sir.

12 MR. SPEARMAN: - for this particular piece of property?

13 MR. REYNOLDS: There is now.

14 MR. SPEARMAN: Okay.

15 MR. REYNOLDS: When it was like it shows on your website, when that was  
16 adjoined with the 1232 lot, there was an easement but now that we've rejoined those  
17 properties we own the full two acres. It's like it was originally in the subdivision.

18 MR. SPEARMAN: Alright.

19 CHAIRMAN MCDUFFIE: Thank you. Would you care to begin going through the  
20 Findings of Fact?

21 MR. SPEARMAN: The property is zoned rural. Mr. Price, was the property  
22 posted according to the Land Development Code?

23 MR. PRICE: Yes.

1 MR. SPEARMAN: Okay. And it was also published in the newspaper as far as  
2 this meeting taking place?

3 MR. PRICE: Yes, sir.

4 MR. SPEARMAN: Number four, are there extraordinary or exceptional  
5 conditions pertaining to the particular piece of property? I'm gonna say no.

6 CHAIRMAN MCDUFFIE: Is there any discussion on that?

7 MR. SMITH: I disagree with that in regards to the utilities that were on the  
8 property beforehand. Again, he purchased this property – there's a lot of drama going  
9 on but the reality is that is an extraordinary exception when it comes down to building. If  
10 he could move it back, you know, I feel as if that's something that could be an issue,  
11 especially when it comes down to building a harmonious community. I mean, again  
12 that's –

13 CHAIRMAN MCDUFFIE: But those utilities can be moved for, for probably less  
14 than the cost of drawing up a new, drawing up new house plans. I mean, that's –  
15 moving the utilities would be an incidental expense in the cost of constructing a home.

16 MR. SMITH: Okay.

17 CHAIRMAN MCDUFFIE: [Inaudible]

18 MR. SPEARMAN: No disrespect to you. I don't want you to think that.

19 MR. SMITH: No. I just think he's –

20 MR. SPEARMAN: This, what he's asking for is a want, you know, I want this.  
21 And I understand his want, but unfortunately the Land Development Code, you know,  
22 states that these particular side yard setbacks are 20'. And he can accommodate those

1 side yard setbacks with a very lovely house that would fit the character of the  
2 neighborhood.

3 CHAIRMAN MCDUFFIE: A fairly large house as well.

4 MR. SPEARMAN: That's correct.

5 MR. COOKE: And true indeed, it is his want but as a part of this Board it's our  
6 job to make sure we create a harmonious community and I, I think a Board before us  
7 has seen it fit to grant setbacks to other folks in that same area. With the same  
8 ordinance. I mean, you've seen it done with, I think it's 4 Charisse and 8 Charisse  
9 Court, so I understand it was their wants too, but what I'm thinking is we're trying, our  
10 job is to create a harmonious community and that's why he's here asking for a variance.

11 CHAIRMAN MCDUFFIE: Our job is to provide relief from –

12 MR. COOKE: I understand that.

13 CHAIRMAN MCDUFFIE: - the ordinance, from the code when it is, when the  
14 Applicant meets the, or when the subject parcel meets the requirements that are spelled  
15 out in the variance by law. Not necessarily to create a more or less harmonious  
16 community, but to find, to look at the facts of the case, look at the facts that pertain to  
17 this piece of property, and find out if they do or do not meet the requirements for the  
18 variance and if the Applicant is entitled to some relief from the code.

19 MR. SPEARMAN: We do not know the conditions that were presented to the  
20 previous Board as to the conditions of those two particular pieces of property. There  
21 may have been some extraordinary circumstance that was presented that that Board  
22 acted in the way that it did, and without having knowledge of that, you know, I don't see  
23 where that comes into play unfortunately.

1 MR. COOKE: But you do have knowledge of it because the special, the variance  
2 was granted.

3 MR. SPEARMAN: I understand that but what I'm saying is you have to state the  
4 condition –

5 MR. COOKE: I'm saying you don't, you don't have –

6 MR. SPEARMAN: - [inaudible] granted a variance and I do not, I'm not  
7 knowledgeable enough to know those conditions on those particular pieces of property.  
8 There may have been something that was presented that was a hardship and that's the  
9 reason that particular Board acted in that regard.

10 MR. COOKE: So in other words because we're lacking the specifics –

11 MR. SPEARMAN: No, no, no, no.

12 MR. COOKE: - because Mr. Reynolds did not state the specifics that were  
13 stated in the past then therefore we must act as if that it didn't happen at all?

14 [Inaudible discussion]

15 CHAIRMAN MCDUFFIE: Regardless of how the, regardless of how the previous  
16 Boards may have acted and, and regardless of the conditions or whatever conditions  
17 might have applied to other properties, we have to examine what's been presented here  
18 today and the conditions that apply to this particular parcel of property. To be honest, if  
19 you're trying to argue that the conditions that apply to this one may have also applied to  
20 the other properties, in fact you're arguing against the granting of a variance because in  
21 order for it to be an extraordinary and exceptional condition it should not apply to the  
22 other properties in the area.

1 MR. COOKE: And that's my thing. But my thing is we said that he, he, this is just  
2 a want. I think this is not just a want, I think this, it was some extraordinary and  
3 exceptional conditions. Again, I agree with Mr. Smith and we can proceed from there.

4 CHAIRMAN MCDUFFIE: Could the Applicant build a house on this property  
5 without the granting of a variance?

6 MR. COOKE: The Applicant could build a house on this property. He could.

7 CHAIRMAN MCDUFFIE: [Inaudible] a, what you would presume to be a  
8 reasonable house on this property?

9 MR. COOKE: Depends, everybody's definition of reasonable is gonna be  
10 different, Mr. Chairman.

11 CHAIRMAN MCDUFFIE: The Applicant has, the Applicant has 50' to work with  
12 that would it would not require a variance, is that right, Mr. Price? In the proposed  
13 location the Applicant has 50' to work with that he could do without getting a variance, is  
14 that correct?

15 MR. PRICE: Yes.

16 CHAIRMAN MCDUFFIE: Okay.

17 MR. COOKE: Okay.

18 MR. SPEARMAN: Mr. Chairman, I'd like to make a motion, unless there's more  
19 discussion.

20 MR. RUSH: For the Record I just think that the Applicant was sort of ill-advised  
21 during the process, especially as it relates to the covenants and restrictions and the  
22 ordinance, being the 7.5' setbacks. I think that's where –

1 CHAIRMAN MCDUFFIE: I think – what we've got here is a shortage of due  
2 diligence –

3 MR. RUSH: But we don't, you know, we don't – yeah.

4 CHAIRMAN MCDUFFIE: - that's now leading down the path of needing a  
5 variance, not the condition of the, that pertains to the property, it's the –

6 MR. COOKE: That's true. I can agree with that.

7 CHAIRMAN MCDUFFIE: Mr. Spearman had a, was wanting to make a motion.

8 MR. SPEARMAN: Mr. Chairman, I'd like to make a motion that we deny 12-01  
9 variance.

10 CHAIRMAN MCDUFFIE: Based on?

11 MR. SPEARMAN: Based on the, there was no evidence presented to this Board  
12 that there was a hardship pertaining to this particular piece of property at 1236 Richard  
13 Franklin Road in Richland County.

14 MR. RUSH: I'll second that.

15 CHAIRMAN MCDUFFIE: Alright, so we have a motion to deny, to deny 12-01.  
16 Go ahead.

17 MR. SPEARMAN: I guess the best way to prove this or to state this is there are  
18 no exceptional or extraordinary conditions pertaining to the property at 1236 Richard  
19 Franklin Road in Richland County.

20 MR. RUSH: I second that motion.

21 CHAIRMAN MCDUFFIE: Okay, so we have a motion to deny 12-01 based on  
22 the lack of extraordinary and exceptional conditions pertaining to the subject parcel, and  
23 it has been properly seconded. All in favor?

1 MR. PRICE: Those in favor, Spearman, Rush, McDuffie.

2 CHAIRMAN MCDUFFIE: All opposed?

3 MR. PRICE: Those opposed, Cooke, Smith.

4 *[Approve: Spearman, Rush, McDuffie; Opposed: Cooke, Smith; Absent: Meetze,*  
5 *Cecere]*

6 CHAIRMAN MCDUFFIE: Mr. Reynolds, your variance has been denied and Staff  
7 will be in touch.

8 MR. REYNOLDS: Thank you very much.

9 CHAIRMAN MCDUFFIE: At this time we have one more item of business and  
10 that is the approval of the Minutes from last month. Has everyone had an opportunity to  
11 look over the Minutes?

12 MR. SPEARMAN: I guess line 5, Ms. Perrine's name should be omitted.

13 CHAIRMAN MCDUFFIE: Okay. Excellent.

14 MR. SPEARMAN: On the first page.

15 CHAIRMAN MCDUFFIE: Alright. So given that Ms. Perrine was no longer on the  
16 Board as her term had expired she should be stricken from the absent line. Are there  
17 any other amendments to the Minutes?

18 MR. SPEARMAN: I make a motion that the Minutes be approved from  
19 December 7<sup>th</sup>, 2011.

20 MR. SMITH: I second.

21 CHAIRMAN MCDUFFIE: All in favor?

22 MS. LINDER: With that amendment.

23 MR. SMITH: With that amendment.

1 MR. SPEARMAN: As amended, yes, ma'am.

2 CHAIRMAN MCDUFFIE: Alright, all in favor?

3 MR. PRICE: Those in favor, Spearman, Rush, McDuffie, Smith.

4 *[Approve: Rush, McDuffie, Smith; Abstained: Cooke; Absent: Meetze, Cecere]*

5 CHAIRMAN MCDUFFIE: Mr. Cooke was absent.

6 MR. COOKE: I was absent. Thank you, Mr. Chairman.

7 CHAIRMAN MCDUFFIE: Alright, the Minutes from December are approved.

8 And if there, is there any further business today?

9 MR. SMITH: Well, I would like to thank Staff and Board for their patience earlier  
10 today. I had sickness at the house with the wife and daughter and I appreciate that.  
11 So, and I apologize for the tardiness and I look forward to your jokes. [laughter]

12 MR. COOKE: And that's on the Record.

13 MR. SMITH: That's on the Record.

14 [Inaudible discussion]

15 MR. COOKE: His apology was on the Record.

16 MR. PRICE: Yes, we're still on the Record, we're still taping.

17 CHAIRMAN MCDUFFIE: I just adjourned the meeting.

18 MR. PRICE: No, you need a motion to adjourn, so. But you asked was there  
19 other business and I know we don't have a, you know, the full Body here so if you would  
20 like to we can defer this until the February meeting, but we need to do the election of  
21 officers. That time of the year.

22 CHAIRMAN MCDUFFIE: I would prefer we move it to February when we have  
23 everyone here.

1 MR. COOKE: Yeah.

2 CHAIRMAN MCDUFFIE: If that's alright?

3 MR. RUSH: Yep.

4 CHAIRMAN MCDUFFIE: The consensus is to move it to February. Please place  
5 it on the Agenda for February. Alright, if that is in fact all the business that we have  
6 today.

7 MR. PRICE: Looks like we won't have a meeting in February so it'll be March.

8 CHAIRMAN MCDUFFIE: We'll move it to March. To the next meeting. Alright, if  
9 that is it then I move to close. Meeting adjourned.

10

11

*[Meeting adjourned 2:20 pm]*