

Board of Zoning Appeals

Official Agenda



AGENDA

BOARD OF ZONING APPEALS

A G E N D A

Regular Meeting

July 9, 2020

4:00 PM

Greenville City Hall is currently closed to the public.

Please use the following methods to participate in the meeting.

Virtual Meeting Viewing

<https://www.greenvillesc.gov/meeting>

Password: meetnow

Telephone: 1-415-655-0002

WebEx Event Number: 129 314 2211

Remote Viewing Location:

Greenville Convention Center, 1 Exposition Drive – Room 102

The city of Greenville seeks input from citizens while adhering to public health and safety guidelines. All attendees at the remote viewing location will be subject to a temperature screening with a touch-less forehead thermometer. Anyone with a temperature reading above 100 degrees Fahrenheit will not be admitted. Attendees will be required to wear a covering over their mouth and nose, unless it violates a religious tenant or belief or causes difficulty breathing.

1. Call to Order
2. Welcome and Opening Remarks from the Chair
3. Roll Call
4. Approval of Minutes – May 14, 2020
5. Call for Public Notice Affidavit from Applicants
6. Acceptance of Agenda
7. Conflict of Interest Statement
8. Call for Public Comment
9. New Business

.. A. S 20-50M

Application by BRADSHAW FAMILY LP to modify a SPECIAL EXCEPTION to allow automobile parts storage located at 330 WOODRUFF RD (TM# 026200-01-00103)

Documents:

.....

10. Other Business
 - A. Proposed Amendment to By-Laws
11. Adjournment



**Planning Staff Report to
Board of Zoning Appeals
June 22, 2020**
for the July 9, 2020 Public Hearing

Docket Number:	S 20-50M
Applicant:	Bradshaw Family Limited Partnership
Property Owner:	Bradshaw Family Limited Partnership
Property Location:	330 Woodruff Road
Tax Map Number:	026200-01-00103
Acreage:	18.93
Zoning:	S-1, Service District
Proposal:	Modify previously approved Special Exception Permit to construct a storage building in the rear of an existing automobile sales use

Applicable Sections of the City of Greenville Code of Ordinances:

Sec.19-2.1.3 (A) (1), *Board of Zoning Appeals/Powers and Duties/Special Exceptions*

Sec.19-2.2.15 (A), *Waiver of Time Limit for Disapproved Applications/General*

Sec.19-2.3.5, *Special Exception Permit*

Sec.19-4.1, *Table of Uses*

Sec. 19-4.3.3 (G), *Use Specific Standards, Vehicle Sales and Services*

Staff Recommendation: Staff concludes that the application complies with the standards for granting a Special Exception Permit for “automobile sales”. If the Board decides to grant the modification request, staff recommends the following conditions:

1. The use of the property shall substantially conform to the testimony of the applicant and the content of the application.
2. The special exception permit shall be limited to the applicant, Bradshaw Family, Limited Partnership, and is not transferrable.

Staff Analysis:

The Applicant seeks to modify the previously approved Special Exception Permit to construct a storage building in the rear of the existing automobile sales use, Breakaway Honda, at 330 Woodruff Road. On March 12, 2020, the Board approved the Special Exception Permit with the following pertinent conditions:

- The applicant shall make available or design a 30 foot wide, 9 foot high earthen berm with plantings sufficient to create a substantial screen between the storage building and single-family homes.
- The storage building shall use colors to blend into the surrounding area.
- The applicant shall communicate and notify the Bella Grove neighborhood about plans and progress of the building.

The Applicant requests to modify the earthen berm and landscaping requirement condition approved in March 2020. Specifically, the Applicant requests substitution of the cited condition with either one of the following two proposals:

Proposal 1

- Comply with the existing landscaping easement provided in the application;
- Plant additional “large plantings” 8 feet on center “near the sewer easement”; and
- Paint the exterior of the new building a color provided in Attachment E to minimize visual impacts.

Proposal 2

- Bradshaw Family Limited Partnership (BFLP) will provide dirt currently stored across the street to Verdae Development (VDev) for VDev to “design, build, and landscape” a berm; and,
- BFLP will transfer the portion of property, where the berm will be located, to VDev at no cost.

Staff encouraged the Applicant to meet with the Bella Grove community about the proposal. Staff is unaware of the results of any meetings.

Finally, staff believes a few ambiguous terms and locations should be addressed should the Board decide to approve the modifications. For example, the second item in Proposal 1 should specify the type of planting and minimum heights rather than use unspecific terminology like “large plantings”. Likewise, the terminology “near the sewer easement” should be clearly delineated.

A Special Exception Permit shall be approved only upon finding that the applicant demonstrates all of the following are met:

1. Consistent with the comprehensive plan

The Future Land Use Map of the City’s Comprehensive Plan designates the area as “Transit Oriented Development,” which encourages a blend of multi-family residential, high-intensity employment, office civic, entertainment and institutional uses, as well as a limited amount of retail use in a pedestrian-friendly area. Although this designation does not speak directly to the proposed use, this Board has approved automobile sales uses in this area in the past.

Therefore, staff believes the proposed use is consistent with the comprehensive plan.

2. Complies with use specific standards

(G) Vehicle sales and services. *All such uses shall comply with the following standards:*

(1) *Vehicles, parts, or equipment shall not be stored, parked or displayed in any landscape area, the right-of-way, or in a location which obstructs visibility in sight triangles for streets and driveways.*

(2) *All automobiles not displayed for sale or lease, automobile parts, discarded parts, and similar materials shall be stored within an enclosed building or within an outdoor storage area which complies with screening requirements in subsection 19-6.2.5, additional screening requirements.*

(3) *Automobile sales and rental. Automobile sales and rental uses shall be subject to the following standards:*

(a) Site configuration.

1. *Minimum site size. Automobile sales or rental uses shall be located on a site at least two acres in area. Contiguous or adjacent parcels, including rights-of-way, under the same ownership and used for automobile sales or rental, shall be counted as one parcel to meet the minimum lot size.*

2. *Multi-building developments. Developments of three or more buildings shall cluster the buildings close to one another in a campus-style configuration.*

(b) *Vehicle display/storage areas. Vehicle display/storage areas shall be subject to the following standards:*

1. *A vehicle display/storage area shall not be located within a required setback, required landscaping area, or required parking space.*
 2. *Vehicle display devices shall not be elevated more than two feet above grade.*
 3. *Areas used for display or storage of vehicles shall be paved. Use of permeable pavers or porous pavement is strongly encouraged.*
 4. *Display vehicles shall be arranged in an orderly fashion and provide reasonable room for pedestrian and vehicular maneuvering.*
 5. *No vehicles shall be displayed on top of a building.*
 6. *Junked or salvage vehicles are prohibited. All motor vehicles for sale shall be maintained in running condition.*
- (c) *Service areas. Automobile service areas shall take place entirely within an enclosed building. Service bay or garage doors that face a public right-of-way shall be recessed at least 15 feet beyond the main facade of the building. Service bay and garage doors shall not face residential districts.*
- (d) *Site features.*
1. *Public address system. Automobile sales and rental uses shall not include a public address system that is audible off-site.*
 2. *Refuse and recycling containers. Refuse and recycling containers shall be located so as to minimize their visibility from adjacent public streets and be fully screened by a wall that is constructed of the same material as the principal structure. The wall shall be of the minimum height necessary to fully screen the refuse and recycling containers from off-site view. Refuse and recycling container enclosures shall incorporate opaque entry gates.*
 3. *Exterior lighting. In addition to lighting standards in section 19-6.4, automobile sales and rental uses that are adjacent to existing single-family homes shall extinguish all exterior lighting located within 100 feet of the single-family parcel, except lighting necessary for security or emergency purposes, by 10:00 p.m. or within one hour of closing, whichever occurs first. For the purposes of this subsection, the term "lighting necessary for security or emergency purposes" shall be construed to mean the minimum amount of exterior lighting necessary to illuminate possible points of entry or exit into a structure, to illuminate exterior walkways, or to illuminate outdoor storage areas. Such lighting may be activated by motion sensor devices.*
 4. *Screening wall. Lot lines abutting residentially zoned land shall incorporate a solid masonry wall with a minimum height of six feet. Canopy trees meeting the requirements of table 19-6.2-1 shall be planted along the wall with a maximum on-center spacing of 15 feet. Trees may be placed on either side of the wall. When trees are placed between the wall and lot line, a minimum planting strip of five feet in width shall be maintained between the wall and the lot line.*
 5. *Outdoor storage prohibited. Outdoor storage of materials, supplies, and equipment shall be prohibited.*

- (4) *The special exception permit shall be limited to the applicant and shall not be transferrable.*

The applicant will be required to comply with the use specific standards.

3. *Compatibility with the surrounding lands*

The character of the surrounding area consists of automotive dealerships and big-box retailers along Laurens Road and smaller office uses along Woodruff Road. The area is considered to be the outer limit of the motor mile which includes over 30 car dealerships in the area.

Staff believes the use is compatible with the surrounding lands.

4. *Design does not have substantial adverse impact*

The development will be required to meet all applicable use specific standards which are designed to minimize impacts on the surrounding areas.



Office Use Only:
 Application# _____ Fees Paid _____
 Date Received _____ Accepted By _____

APPLICATION FOR SPECIAL EXCEPTION CITY OF GREENVILLE, SOUTH CAROLINA

APPLICANT / PERMITTEE*: Bradshaw Family Limited Partnership

* _____ Name Title / Organization
 permit may be limited to this entity. _____

APPLICANT'S REPRESENTATIVE: William Donovan Representative, BFLP
 (Optional) _____ Name Title / Organization

MAILING ADDRESS: 330 Woodruff Rd., Greenville, SC 29607

PHONE: 864 787-7797 EMAIL: Breakaway1@aol.com

PROPERTY OWNER: Bradshaw Family Limited Partnership

MAILING ADDRESS: P.O. Box 2269, Greer, SC 29652

PHONE: 864 414-7100 EMAIL: bobdavis@bradshawauto.com

PROPERTY INFORMATION

STREET ADDRESS: 330 Woodruff Rd., Greenville, SC 29607

TAX PARCEL #: 026200-01-00103 ACREAGE: 18.93 ZONING DESIGNATION: S-1

REQUEST

Refer to Article 19-4, Use Regulations, of the Land Management Ordinance (www.municode.com/library/)

DESCRIPTION OF PROPOSED LAND USE:

To construct an approximately 9,600 sq. ft. storage building on a parcel that already hosts a Retail New, Used, Parts, and

INSTRUCTIONS

1. The application and fee, **made payable to the City of Greenville**, must be received by the planning and development office no later than 5:00 pm of the date reflected on the attached schedule.

2. The applicant/owner must respond to the "standards" questions on page 2 of this application (you must answer "why" you believe the application meets the tests for the granting of a special exception). See also **Section 19-2.3.5, Special Exception Permit**, for additional information. You may attach a separate sheet addressing these questions.

3. You must attach a scaled drawing of the property that reflects, at a minimum, the following: (a) property lines, existing buildings, and other relevant site improvements; (b) the nature (and dimensions) of the proposed development (activity); (c) existing buildings and other relevant site improvements on adjacent properties; and, (d) topographic, natural features, etc. relevant to the requested special exception.

4. You must attach the required application fee: \$250.00

5. The administrator will review the application for "sufficiency" pursuant to **Section 19-2.2.6, Determination of Sufficiency**, prior to placing the application on the BZA agenda. If the application is determined to be "insufficient", the administrator will contact the applicant to request that the applicant resolve the deficiencies. **You are encouraged to schedule an application conference with a planner, who will review your application for "sufficiency" at the time it is submitted. Call (864) 467-4476 to schedule an appointment.**

6. You must post the subject property at least 15 days (but not more than 18 days) prior to the scheduled hearing date.

_____ 'Public Hearing' signs are acknowledged as received by the applicant

Applicant Signature

7. Please read carefully: The applicant and property owner affirm that all information submitted with this application; including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

In addition the applicant affirms that the applicant or someone acting on the applicant's behalf has made a reasonable effort to determine whether a deed or other document places one or more restrictions on the property that preclude or impede the intended use and has found no record of such a restriction.

If the planning office by separate inquiry determines that such a restriction exists, it shall notify the applicant. If the applicant does not withdraw or modify the application in a timely manner, or act to have the restriction terminated or waived, then the planning office will indicate in its report to the Board of Zoning Appeals that granting the requested change would not likely result in the benefit the applicant seeks.

To that end, the applicant hereby affirms that the tract or parcel of land subject of the attached application is or is not restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the requested activity.

[Handwritten Signature]

May 15, 2020

[Handwritten Signature]

May 15, 2020

APPLICANT / REPRESENTATIVE SIGNATURE

DATE

PROPERTY OWNER SIGNATURE

DATE

**APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(1), STANDARDS – SPECIAL EXCEPTION**

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED SPECIAL EXCEPTION IS CONSISTENT WITH THE COMPREHENSIVE PLAN.

See Attachments.

2. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL COMPLY WITH THE STANDARDS IN **SECTION 19-4.3, USE SPECIFIC STANDARDS.**

See Attachments.

3. DESCRIBE THE WAYS IN WHICH THE REQUEST IS APPROPRIATE FOR ITS LOCATION AND IS COMPATIBLE WITH THE CHARACTER OF EXISTING AND PERMITTED USES OF SURROUNDING LANDS AND WILL NOT REDUCE THE PROPERTY VALUES THEREOF.

See Attachments.

4. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL MINIMIZE ADVERSE EFFECTS ON ADJACENT LANDS INCLUDING: VISUAL IMPACTS; SERVICE DELIVERY; PARKING AND LOADING; ODORS; NOISE; GLARE; AND, VIBRATION. DESCRIBE THE WAYS IN WHICH THE REQUEST WILL NOT CREATE A NUISANCE.

See Attachments.

**APPLICANT RESPONSE TO
SECTION 19-2.3.5(D)(2), STANDARDS – CHANGE IN NONCONFORMING USE**

(YOU MAY ATTACH A SEPARATE SHEET)

1. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE IS MORE IN CHARACTER WITH, OR EQUAL TO, THE USES OTHERWISE PERMITTED IN THE ZONING DISTRICT THAN THE EXISTING OR PRIOR NONCONFORMING USES.

N/A

2. DESCRIBE THE WAYS IN WHICH THE PROPOSED NONCONFORMING USE WILL NOT SUBSTANTIALLY AND PERMANENTLY INJURE THE USE OF NEIGHBORING PROPERTY FOR THOSE USES PERMITTED WITHIN THE RELEVANT ZONING DISTRICT(S).

N/A

3. IS ADEQUATE INFRASTRUCTURE CAPACITY AVAILABLE TO SERVE THE PROPOSED NONCONFORMING USE?

N/A

4. IS THE PROPOSED USE ONE THAT IS OTHERWISE PERMISSIBLE IN ANOTHER ZONING DISTRICT WITHIN THE CITY?

N/A

This Application is to construct an approximately 9,600 sq. ft. Automotive related Storage Building on our property already zoned S-1.

The building will be located behind a new car display and storage area and will comply with all of the easements and stipulations described in Easement Agreement #2016017001 (Attachment A), recorded in Book DE2483, Page 5147 – 5157, on March 11, 2016. We wish to refer you to Attachment B (Page 6, Item #4), which details the description of a landscape buffer from Woodruff Rd., along the property lines, to the sewer easement, and Attachment C (Page 7, Item 5), which details the allowable location of any structure. The required landscape buffer and proposed building location are further detailed and highlighted on Attachment D (Site Plan showing landscape buffer and proposed building location). As Attachment D indicates, the landscape buffer is 35 feet in width beginning at Woodruff Rd., diminishes to 25 feet shortly after the dogleg of the property line, and ends at the sewer easement. There is no required screening at the rear of the property although, as a good-will gesture to a Bella Grove homeowner, some non-required plantings have already been installed to provide some screening between that property and the Bradshaw property. Attachment D also indicates the proposed building is located at greater distances from property lines than the required 75 feet.

We believe that we have fully complied with and exceeded this easement agreement drafted by Verdae Development Inc. and accepted by "Bradshaw".

In addition to complying with all the requirements of the original easement agreement, we understand the concerns of the adjacent neighborhood. Therefore, with this application, we will agree to plant an additional landscape buffer of large plantings at approximately 8' on center on the existing topography near the sewer easement to minimize any potential visual impact of this building. Furthermore, we will specify the exterior panels for the building in a suitable color selected from the attached Varco Pruden color chart (Attachment E) to better blend the building into the landscape. We will work with the "BZA" to select the most acceptable color. We believe that these two items will virtually eliminate any negative visual impact of the construction of this building on the property values of the adjacent neighborhood.

As an alternative to the above appeal proposal, "Bradshaw" will agree to make available, to VDI, all of the dirt that we have currently stored across Woodruff Road to allow them to design, build, and landscape a berm if they desire. We will also agree to transfer the ownership of the land for the berm to "VDI" at no cost, upon completion of the berm. As a part of this alternative, "Bradshaw" will continue to use a color for the exterior of the building agreed to by the "BZA".

We strongly believe that by adhering to the requirements of the original easement agreement and by making this proposal, "Bradshaw" has met any obligations for the screening of the building and requests that no additional buffering requirements be imposed upon this project.

Hopefully the easement agreements, dictated by Verdae Development Inc, were disclosed by "VDI" to the residents of the Bella Grove development at the time of their purchase of their property, but that should be an issue between those parties.

We look forward to your decision made on this application so we can move forward with the construction of our storage building.

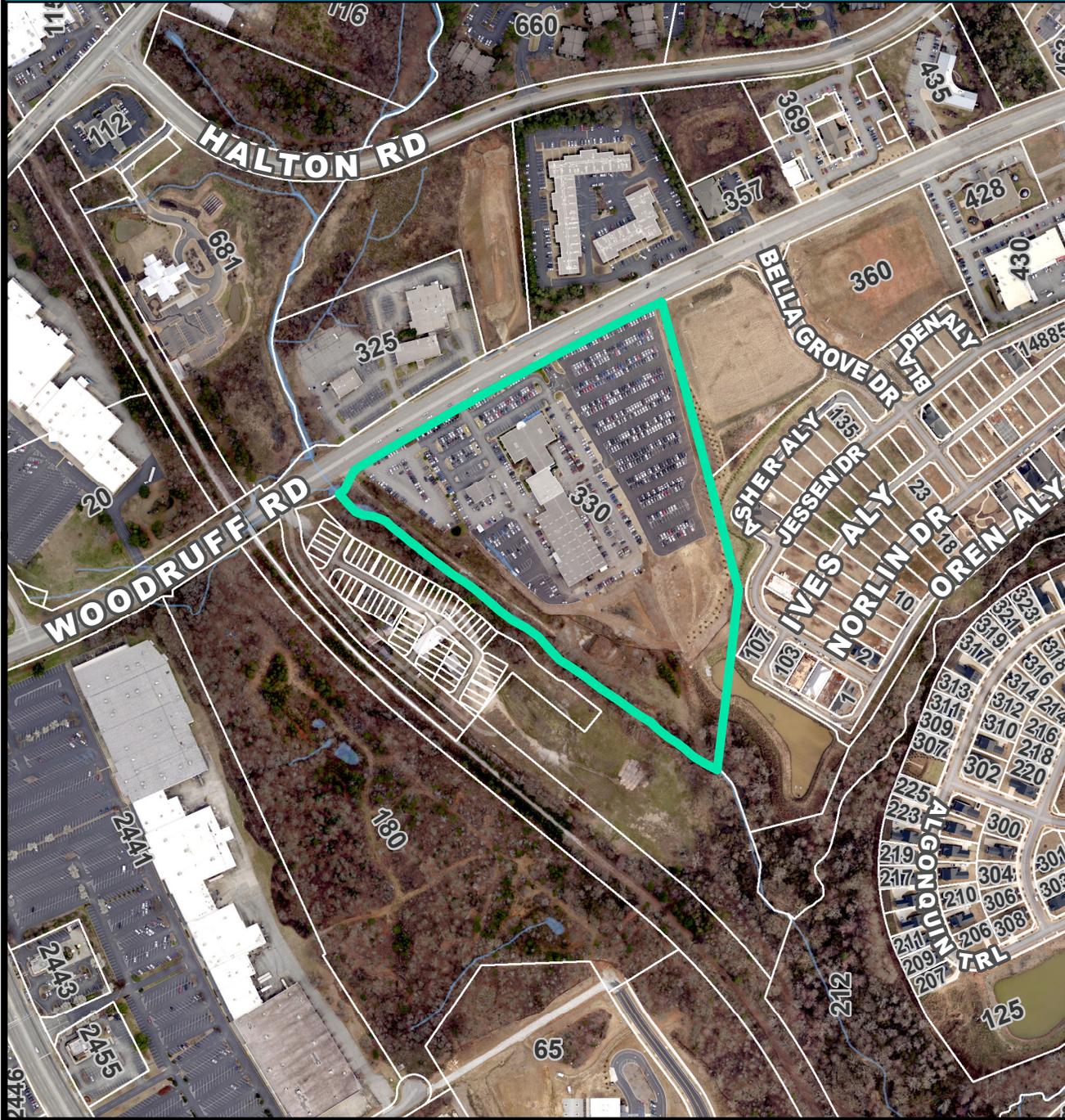
Thank you to all of the "BZA" Members for your consideration.

Bradshaw Family Limited Partnership

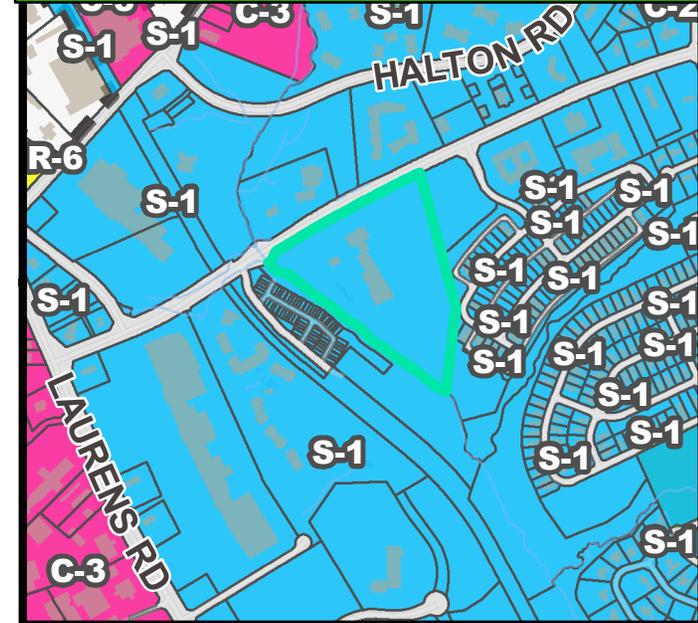
A handwritten signature in cursive script, appearing to read "William Bradshaw". The signature is written in black ink and is positioned below the typed name of the Bradshaw Family Limited Partnership.

S 20-050M • 330 WOODRUFF RD

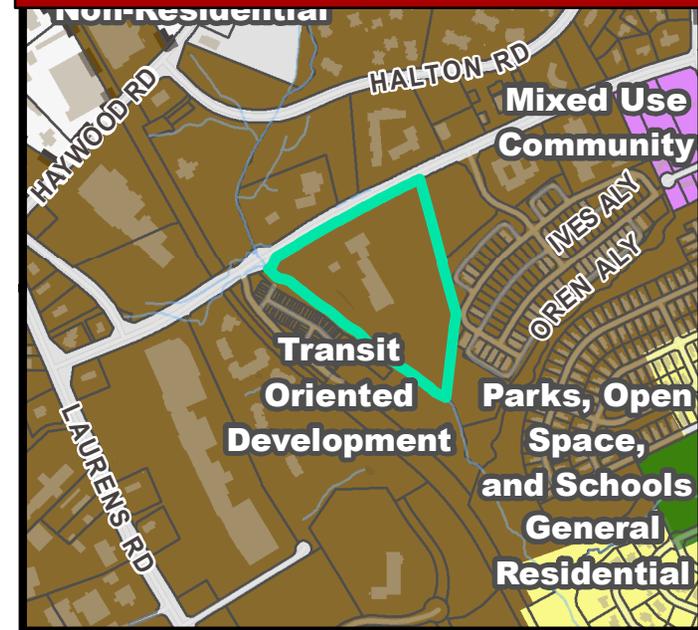
AERIAL VIEW



CURRENT ZONING

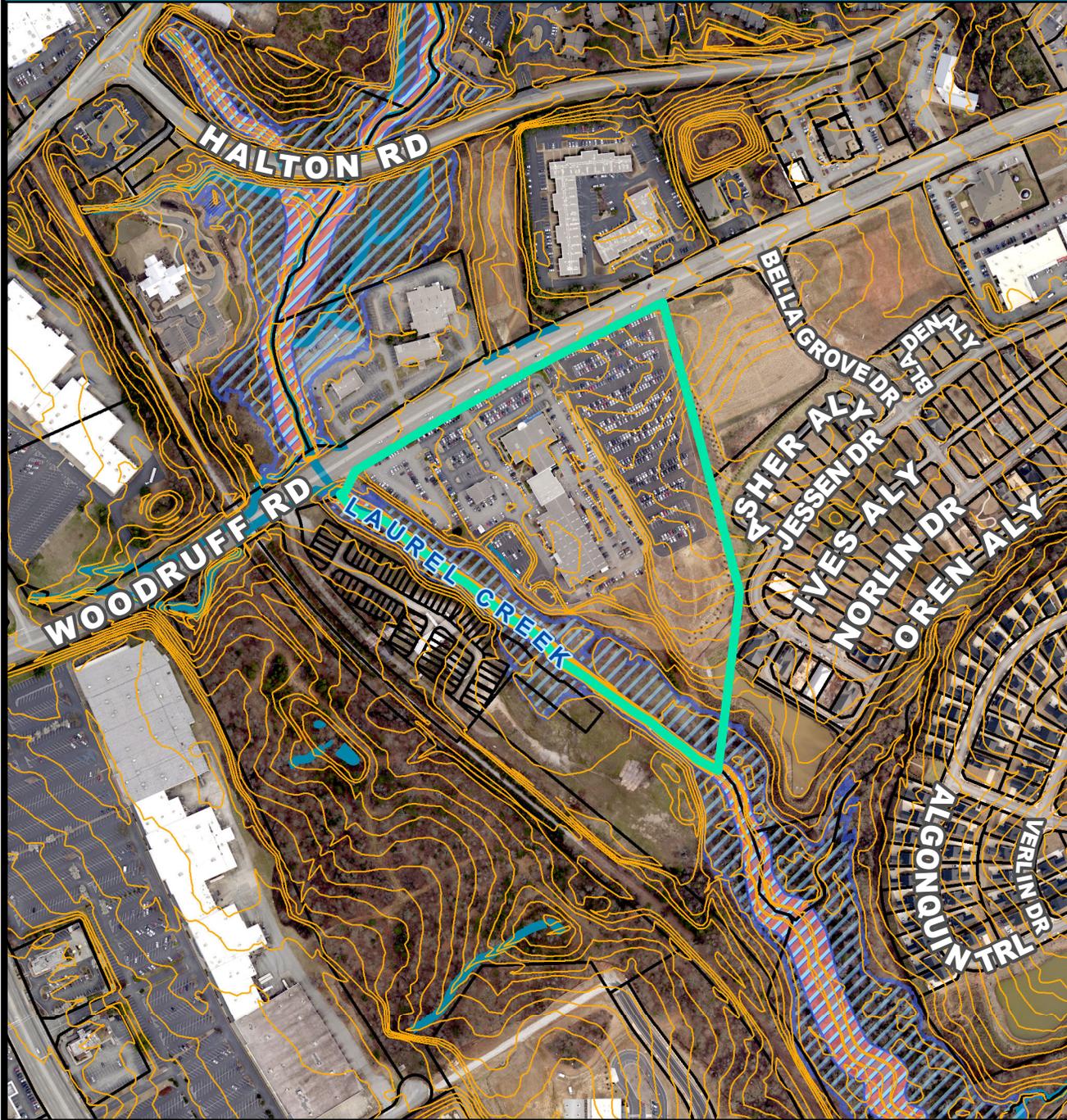


FUTURE LAND USE

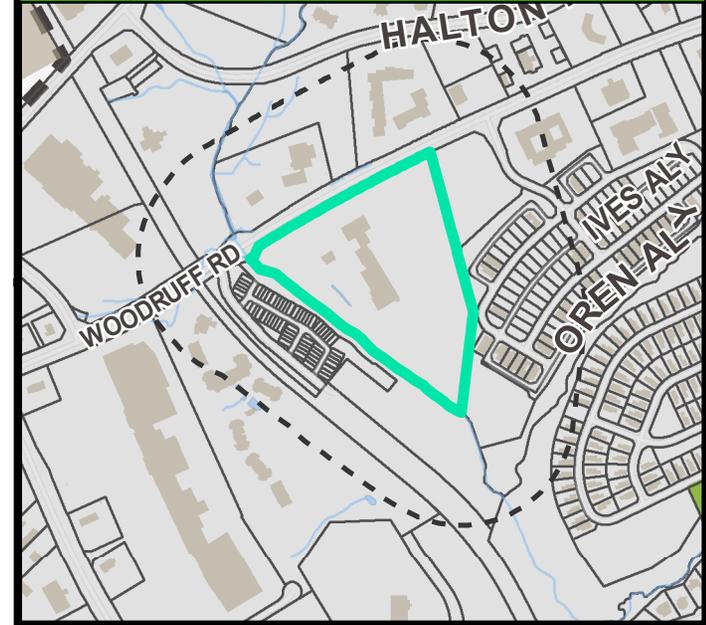


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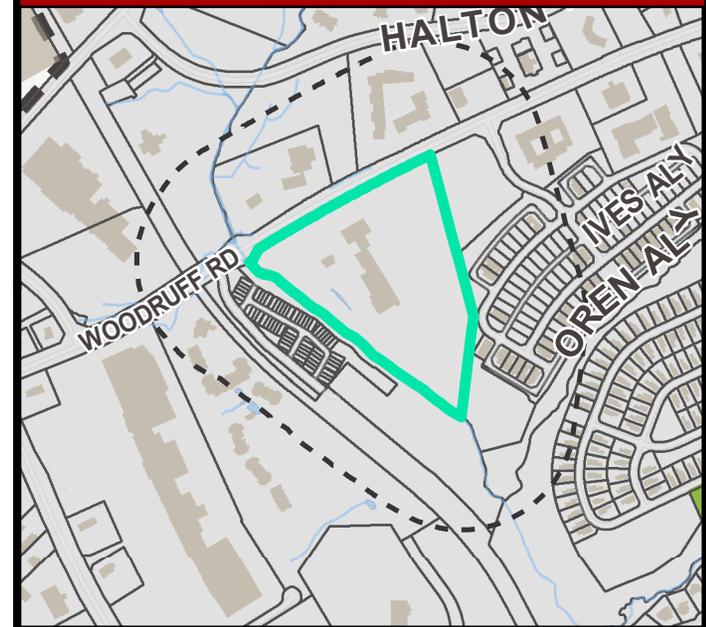
NATURAL / ENVIRONMENTAL FEATURES



SPECIAL EMPHASIS NEIGHBORHOODS



PRESERVATION OVERLAYS



improvements and facilities on the Bradshaw Parcel (the "Sanitary Sewer Line") that will lead from the VDI Parcel across the Bradshaw Parcel to connect with the existing sanitary sewer main line and to make such repairs, relocations and reconstructions from time to time as VDI may deem desirable; (iii) to permit VDI the right to construct, maintain and operate a stormwater detention pond and drainage facilities (the "Stormwater Detention Pond") on a portion of the Bradshaw Parcel to accommodate stormwater runoff from the VDI Parcel together with the right for drainage and stormwater runoff from the VDI Parcel onto the Bradshaw Parcel; (iv) to require Bradshaw to install and maintain an approved landscaping design on a portion of the Bradshaw Parcel for the benefit of the VDI Parcel; and (v) to prohibit certain activities on the Bradshaw Parcel which would create certain types of light and sound for the benefit of the VDI Parcel.

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits accomplished hereby and the sum of ONE DOLLAR (\$1.00), each to the other and hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the following easements are granted pursuant to the following covenants, restrictions, easements, and affirmative obligations:

1. GRANT OF SLOPE EASEMENT.

(a) Slope Easement. VDI hereby grants and conveys unto Bradshaw, its successors and assigns, to have and to hold for the benefit of the Bradshaw Parcel forever, a permanent, perpetual slope, nonexclusive easement on that certain portion of the VDI Parcel shown and identified on the Survey as the "New Slope Easement" for the purpose of providing for the Slope, as reasonable and adequate as necessary, for the Bradshaw Parcel (the "Slope Easement"). In connection with the Slope Easement herein granted, Bradshaw shall be responsible for designing, providing and installing appropriate landscaping to the Slope in a manner that is consistent with and which provides reasonable transition from the VDI Parcel. Such landscaping plans shall be subject to VDI's prior written approval which shall not be unreasonably withheld, conditioned or delayed.

(b) Temporary Construction Easement. VDI hereby grants and conveys unto Bradshaw, its successor and assigns, for the benefit of the Bradshaw Parcel, a temporary exclusive easement over, across, through and under the VDI Parcel for (i) construction of the Slope by Bradshaw and Bradshaw's contractors and subcontractors, and (ii) access and encroachment by Bradshaw and Bradshaw's contractors and subcontractors (and the equipment and employees thereof) necessary in Bradshaw's sole discretion to permit construction of the Slope. The easement granted under this Section 1(b) shall terminate on April 30, 2017.

(c) Maintenance. Bradshaw shall be responsible, at its sole cost and expense, for the repair and upkeep of the Slope, which repair and upkeep shall be performed in a

workmanlike manner; provided, however, notwithstanding the foregoing, VDI shall be responsible for repairing any damage to the Slope caused by VDI or any of VDI's tenants, employees, agents, licensees and invitees.

(d) Casualty. In the event any part of the Slope is damaged by casualty, Bradshaw has the right, but shall not be obligated, to restore same to substantially the same condition as existed prior to such casualty; provided, however, that if Bradshaw elects not to restore same, then at its sole cost and expense, Bradshaw shall remove all debris and return the VDI Parcel to an orderly landscaped condition.

2. GRANT OF SANITARY SEWER EASEMENT.

(a) Sanitary Sewer Easement. Bradshaw hereby grants and conveys unto VDI, its successors and assigns, to have and to hold for the benefit of the VDI Parcel forever, a permanent, perpetual 30' sanitary sewer easement along and over all that certain piece, parcel and strip of land on the Bradshaw Parcel as shown and identified on the Survey as the "New 30' S/S ESMT" (the "Sanitary Sewer Easement"). The Sanitary Sewer Easement conveys to VDI, its successors and assigns, the following: the right and privilege of entering the aforesaid strip of land, and to construct, maintain and operate within the limits of same, pipelines, manholes, and any other adjuncts deemed by the VDI to be necessary for the purpose of conveying sanitary sewage and to make such relocations, changes, renewals, substitutions, replacements and additions of or to the same from time to time as said VDI may deem desirable; the right at all times to cut away and keep clear of said pipelines any and all vegetation that might, in the opinion of the VDI, endanger or injure the pipelines or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from said strip of land across the land referred to above for the purpose of exercising the rights herein granted; provided that the failure of the VDI to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of same. No building or structure shall be erected over said sewer easement nor so close thereto as to impose any load on said easement.

(b) Temporary Construction Easement. Bradshaw hereby grants and conveys unto VDI, its successor and assigns, for the benefit of the VDI Parcel, a temporary exclusive easement over, across, through and under the Bradshaw Parcel for (i) construction of the Sanitary Sewer Line by VDI and VDI's contractors and subcontractors, and (ii) access and encroachment by VDI and VDI's contractors and subcontractors (and the equipment and employees thereof) necessary in VDI's sole discretion to permit construction of the Sanitary Sewer Line. The easement granted under this Section 2(b) shall terminate on April 30, 2017.

(c) Maintenance. It is agreed that Bradshaw shall maintain and use this strip of land, provided that the use of said strip of land by Bradshaw shall not, in the opinion of the VDI, interfere or conflict with the use of said strip of land by VDI for the purposes

herein mentioned, and that no use shall be made of the said strip of land that would, in the opinion of the VDI, injure, endanger or render inaccessible the sewer pipelines or their appurtenances.

(d) Other Structures. It is further agreed that in the event a building or other structure should be erected contiguous to said Sanitary Sewer Line, no claim for damages shall be made by Bradshaw, its successors and assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance, or negligence of operation or maintenance, of Sanitary Sewer Line or its appurtenances, or any accident or mishap that might occur therein or thereto.

(e) Casualty. In the event any part of the Sanitary Sewer Line is damaged by casualty, VDI has the right, but shall not be obligated, to restore same to substantially the same condition as existed prior to such casualty; provided, however, that if VDI elects not to restore same, then at its sole cost and expense, VDI shall remove all debris and return the Bradshaw Parcel to an orderly landscaped condition.

(f) Assignment or Dedication to Applicable Local Authority or Other Assignee. VDI may, in its sole and exclusive discretion at any time, assign, convey and dedicate all or any part of its easements, rights, duties and obligations under the Sanitary Sewer Easement to any applicable governmental authority or public sewer service provider. Bradshaw shall cooperate with VDI and the applicable assignee in carrying out such assignment, conveyance and dedication by, among other things, executing any documents reasonably requested by VDI or the assignee. VDI shall be released from the rights, duties and/or obligations assigned immediately upon such assignment.

3. GRANT OF STORMWATER DETENTION POND EASEMENT.

(a) Stormwater Detention Pond Easement Grant by Bradshaw. Bradshaw hereby grants and conveys unto VDI, its successors and assigns, to have and to hold for the benefit of the VDI Parcel forever, a permanent, perpetual easement on that certain portion of the Bradshaw Parcel directly to the southeast of the Sanitary Sewer Easement which is shown and identified on the Survey as the "Proposed Stormwater Detention Pond" for the purpose of installing, maintaining and operating the Stormwater Detention Pond, as reasonable and adequate as necessary, for the VDI Parcel.

(b) Stormwater Detention Pond Easement Grant by VDI. VDI hereby grants and conveys unto Bradshaw, its successors and assigns, to have and to hold for the benefit of the Bradshaw Parcel forever, a permanent, perpetual easement on that certain portion of the VDI Parcel directly to the southeast of the Sanitary Sewer Easement which is shown and identified on the Survey as the "Proposed Stormwater Detention Pond" for the purpose of installing, maintaining and operating the Stormwater Detention Pond, as reasonable and adequate as necessary, for the Bradshaw Parcel. The Easements set forth

and described in subsections (a) and (b) of this Section 3 are hereinafter collectively referred to as the "Stormwater Detention Pond Easement".

(c) Temporary Construction Easement. Bradshaw hereby grants and conveys unto VDI, its successor and assigns, for the benefit of the VDI Parcel, a temporary exclusive easement over, across, through and under the Bradshaw Parcel for (i) construction of the Stormwater Detention Pond by VDI and VDI's contractors and subcontractors, and (ii) access and encroachment by VDI and VDI's contractors and subcontractors (and the equipment and employees thereof) necessary in VDI's sole discretion to permit construction of the Stormwater Detention Pond. The easement granted under this Section 3(b) shall terminate on April 30, 2017.

(d) As-Built. After the completion of construction of the Stormwater Detention Pond, either party may elect (but shall not be required) to have the as-built Stormwater Detention Pond surveyed by Freeland & Associates, Inc.; if an as-built survey is obtained pursuant to this Section, the Parties hereby agree that the Stormwater Detention Pond Easement shall be located as shown and indicated on the as-built survey.

(e) Maintenance. VDI, its successors or assigns, shall be responsible for the maintenance, repair, upkeep, restoration and reconstruction of the Stormwater Detention Pond, as may be appropriate, which shall be performed in a workmanlike manner; provided further, VDI shall be entitled to reimbursement pursuant to subsection (f) below. If VDI, its successors or assigns, fails to maintain or make necessary repairs to the Stormwater Detention Pond, Bradshaw, its successors or assigns, after sixty (60) days' notice to the VDI, may have such repairs made if the repairs have not been made and may have a claim against VDI for the cost of such repairs and maintenance. Notwithstanding the foregoing, in the event that it is determined that one of the Parties or their respective tenants, invitees, licensee, or guests is the sole cause of damage to the Stormwater Detention Pond, such Party shall be solely responsible for the costs associated with repairing said damage.

(f) Costs for Construction, Repair and Maintenance. The Parties agree that the costs associated with the construction of the Stormwater Detention Pond and the costs associated with the ongoing maintenance, repair, restoration, and reconstruction of the Stormwater Detention Pond ("Maintenance Costs") shall be allocated on a pro rata basis (each Party's pro rata share to be calculated based upon the acreage in the Parcels served by the Stormwater Detention Pond). VDI, its successors or assigns, shall be entitled to receive reimbursements from Bradshaw, its successors or assigns, for Maintenance Costs on a monthly basis and Bradshaw shall be obligated to pay such reimbursements. No more frequently than once per month, VDI may request reimbursement for Maintenance Costs actually incurred and for which reimbursement has not been previously made by delivering to Bradshaw a written reimbursement request which includes the amount to be paid by Bradshaw, the nature and purpose of the obligation for which such payment is requested, and the person, firm, or corporation to whom a reimbursable advance has been

made (a “Reimbursement Request”). Bradshaw, its successors or assigns, shall reimburse VDI the amount requested in any Reimbursement Request no later than the twenty (20) days following such Reimbursement Request.

(g) Casualty. In the event any part of the Stormwater Detention Pond is damaged by casualty, VDI has the right, but shall not be obligated, to restore same to substantially the same condition as existed prior to such casualty; provided, however, that if VDI elects not to restore same, then at its sole cost and expense, VDI shall remove all debris and return the Bradshaw Parcel to an orderly landscaped condition.

(h) Transfer to a Property Owner’s Association. The Parties agree that either Party may assign and convey all or any part of its easements, rights, duties, benefits, privileges and obligations in the Stormwater Detention Pond Easement to a property owner’s association established for the ownership, maintenance, and upkeep of common area facilities located on either the Bradshaw Parcel or the VDI Parcel and which agrees to accept responsibility for the operation, maintenance, and upkeep of Stormwater Detention Pond hereunder. Upon such conveyance, all obligations of the transferring Party under Section 3 shall transfer to the property owner’s association and the transferring Party shall be relieved of all obligations for maintenance set forth herein.

4. GRANT OF LANDSCAPE EASEMENT.

(a) Landscape Easement. Bradshaw hereby grants and conveys unto VDI, its successors and assigns, to have and to hold for the benefit of the VDI Parcel forever, a permanent, perpetual easement over and across that certain portion of the Bradshaw Parcel shown and identified on the Survey as the “New Landscape Buffer” for the express purpose of providing an evergreen landscaping buffer between the Parcels consisting of trees and shrubbery to form a landscaping screen no less than ten (10) feet in height (the “Landscape Easement”). In connection with the Landscape Easement herein granted, Bradshaw shall be responsible for designing, providing, installing and maintaining the evergreen landscaping buffer consisting of trees and shrubbery to form a landscaping screen no less than ten (10) feet in height. Such landscaping plans shall be subject to VDI’s prior written approval which shall not be unreasonably withheld, conditioned or delayed.

(b) Maintenance. Bradshaw shall be responsible, at its sole cost and expense, for the repair and upkeep of the Landscape Easement, which repair and upkeep shall be performed in a workmanlike manner.

5. GRANT OF LIGHT AND SOUND EASEMENT.

(a) Light and Sound Easement. Bradshaw hereby grants and conveys unto VDI, its successors and assigns, to have and to hold for the benefit of the VDI Parcel forever, a permanent, perpetual easement over and across that certain portion of the Bradshaw

Parcel shown and identified on the Survey as the "Light/Sound Buffer" for the express purpose of providing a buffer between the Parcels such that any buildings, structures or improvements of any kind built therein (i) shall be no closer than 75' from the property line separating the Parcels; (ii) shall not have any external or outdoor speakers, megaphones, bullhorns, buzzers, sirens, or sound amplifiers of any kind oriented in the direction of the VDI Parcel; (iii) shall not include any outdoor lighting by which the level of illumination exceeds two (2.0) foot-candles of light; and (iv) shall not cause or permit any light spillage across the property line separating the Parcels.

6. **INDEMNITY.** Each Party, its successors and assigns (herein this Section, the "Indemnitor") shall indemnify, defend and save the other Party and its successors, assigns, agents, servants, employees, affiliated and parent entities, members and managers (the "Indemnified Parties") harmless from any and all loss, damages, claims, liability, costs and reasonable expenses including reasonable attorney's fees, reasonable investigative discovery costs, court costs, and all other reasonable sums (collectively, "Costs") which the Indemnified Parties may pay or become obligated to pay to third parties on account of any claim or assertion of liability for bodily injury or property damage arising or alleged to have arisen out of any act or omission of the Indemnitor, its agents, contractors, servants or employees in connection with any work performed by or at the direction of the Indemnitor under the terms of this Easement, or arising out of Indemnitor's use of the easements and failure to satisfy its obligations under this Easement, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties. Prior to commencement of any construction, maintenance, repair or reconstruction activities on the other Party's Parcel, Indemnitor shall maintain or cause to be maintained in force a policy or policies of commercial general liability insurance written by one or more responsible insurance carriers licensed to do business in the State of South Carolina, insuring against liability for injury to and/or death of any person or persons and/or loss of or damage to property of any person or persons in connection with the work to be performed by it pursuant to this Easement, with single limit liability coverage of not less than \$1,000,000; such policy or policies shall include, among other things, coverage for contractual liability and shall name the other Party as an additional insured and the Indemnitor shall deliver to the other Party a certificate of insurance evidencing the existence in force of such policy or policies of insurance prior to commencement of any construction, maintenance, repair or reconstruction activities by it within the other Party's Parcel pursuant to this Easement.

7. **MECHANICS' LIENS.** If any mechanics' or materialmen's lien or similar charge is filed against either Parcel as a result of any construction, maintenance, repair or reconstruction work performed by or at the direction of the other Party (herein this Section, the "Responsible Party"), then the Responsible Party shall at its own cost and expense cause such lien or charge to be discharged of record (by bond, satisfaction or other permitted manner) within ten (10) days after written notice from the Party whose Parcel becomes so encumbered (herein this Section, the "Encumbered Party") to do so, and if the Responsible Party fails to do so, the Encumbered Party shall be entitled to discharge the lien and the Responsible Party shall reimburse the Encumbered Party on written demand for such costs. The Responsible Party shall indemnify and save the

Encumbered Party harmless from and against all Costs resulting from the filing of a lien against the Encumbered Party's Parcel relating to any work performed by or at the direction of the Responsible Party under the terms of this Easement.

8. **DEFAULT AND REMEDY.** If any Party breaches its covenants and agreements under this Easement, the non-defaulting Party may pursue any remedy available at law or in equity. The non-prevailing Party shall pay and indemnify the prevailing Party against all legal costs and charges, including reasonable attorney's fees, lawfully and reasonably incurred in enforcing any of the prevailing Party's covenants and obligations under this Easement.

9. **MISCELLANEOUS.**

(a) **Governing Law and Jurisdiction.** This Easement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

(b) **Modifications.** This Easement may not be modified other than by a written, recorded instrument signed by both Parties or their respective assigns or successors in title, provided however, that the Parties shall be entitled to enter into such written agreement without being required to obtain the consent of any other entity or person, regardless of whether any such entity or person shall now or hereafter have any interest in the Parcels, including mortgagees and others.

(c) **Invalidity.** If any portion of this Easement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nonetheless continue in full force without being impaired or invalidated in any way.

(d) **Counterparts.** This Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of a party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

(e) **Binding Effect.** This Easement shall run with the land and bind the Parcels, and the Parties hereto and their respective successors in title.

(f) **Easements, Agreements and Covenants to Run With Land.** The Parties hereby declare that this Easement, and all of the provisions contained herein and all of the easements, rights, privileges and obligations contained and granted herein, shall be and constitute perpetual easements, agreements and covenants running with the land, burdening and benefitting the fee simple estates of the Bradshaw Parcel and the VDI Parcel, as applicable. Such easements, agreements and covenants shall be appurtenant to the Bradshaw Parcel and the VDI Parcel, as applicable, and may not be modified or waived in any manner except as provided hereinabove. The grants of easements, rights

privileges and obligations in this Easement are independent of any contractual agreements undertaken by the Parties and a breach by either Party of any such contractual agreements shall not cause or result in a forfeiture or reversion of the easements, rights, privileges and obligations granted in this Easement.

(g) Warranty of Title. Each Party hereby binds itself and its successors and assigns, to warrant and forever defend all and singular their respective premises unto the other Party herein, its successors and assigns, against itself and every person whomsoever lawfully claiming or to claim the same or any part thereof, by or through the Party, but not otherwise.

10. ENTIRE AGREEMENT. This Easement contains the entire agreement and understanding by and between the Parties relating to the easements granted herein, and no representations, promises, agreements, or understandings, written or oral, relating thereto and not contained herein shall be of any force or effect.

[Signatures page to follow]

WITNESS our Hands and Seals this 26TH day of FEBRUARY, 2016.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

WITNESSES:

BRADSHAW FAMILY LIMITED PARTNERSHIP,
a South Carolina limited partnership

B. J. Davis
Gene B. Whitmore

By: W. Bradshaw
Name: William H. Bradshaw
Its: General Partner

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me by Bradshaw Family Limited Partnership, by William H. Bradshaw, its General Partner, this 26 day of Feb, 2016.

Paula F. Bradley (SEAL)
Notary Public for South Carolina
My Commission Expires: 02/17/2020

Paula F. Bradley

EXHIBIT B

(LEGAL DESCRIPTION OF VDI PARCEL)

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Woodruff Road, containing a total of 38.590 acres, more or less, as shown and more fully described by metes and bounds on plat of survey entitled "Boundary and Recombination Survey for Verdae Development, Inc. and Bradshaw Family Limited Partnership" dated November 18, 2015, prepared by Freeland & Associates, Inc., and being recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1232 at page 94, which plat is incorporated herein by reference and made a part of this description.

This being a portion of the property conveyed to the Verdae Development, Inc. by Deed of Hollingsworth Funds, Inc. recorded in the Office of the Register of Deeds for Greenville County in Book 2483 at page 5130.

EXHIBIT C

(LEGAL DESCRIPTION OF BRADSHAW PARCEL)

All that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Woodruff Road, containing 6.956 acres, more or less, composed of parcels designated as TMS# 0262000100303 containing 1.372 acres, TMS# 0262000102000 containing 0.179 acres, TMS # 0262000100301 containing 0.243 acres, Part TMS# 0262000101500 containing 1.058 acres and TMS# 0262000100300 containing 4.104 acres as shown on plat entitled "Boundary and Recombination Survey for Verdae Development, Inc. and Bradshaw Family Limited Partnership" dated November 18, 2015, prepared by Freeland & Associates, Inc., and being recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1232 at page 94, which plat is incorporated herein by reference and made a part of this description.

The above described property is the same property conveyed to Bradshaw Family Limited Partnership by deeds recorded in the Office of the Register of Deeds for Greenville County as follows: (i) Mary L. Shirley and Ralph M. Bolt recorded in Deed Book 2011 at page 236 on September 30, 2002; (ii) deed of Fred E. Shirley and Mary L. Shirley recorded in Deed Book 2011 at page 240 on September 30, 2002; (iii) deed of Reeves Partnership LP recorded in Deed Book 2081 at page 362 on March 26, 2004; (iv) deed of Reeves Partnership LP recorded in Deed Book 2463 at page 1570 on May 13, 2015; and (v) deed of Verdae Development, Inc. recorded in Deed Book 2403, at page 5135 on ~~February~~ ^{March} 11, 2016.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is an easement located off Woodruff Road, bearing Greenville County Tax Map Number 02620000100303, was transferred by Bradshaw Family Limited Partnership to Verdae Development, Inc. on MARCH 10,, 2016.
3. Check one of the following: The deed is
 - (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit):

(if exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did he agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?
Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of Exchange valued at \$185,150.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$185,150.00
 - (b) Place the amount listed in item 5 above here: \$
 - (If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 185,150.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$686.35.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee.

- (15) a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a) and which is formed to operate or take functional control of electric transmission assets as defined in the Federal Power Act.



made (a "Reimbursement Request"). Bradshaw, its successors or assigns, shall reimburse VDI the amount requested in any Reimbursement Request no later than the twenty (20) days following such Reimbursement Request.

(g) Casualty. In the event any part of the Stormwater Detention Pond is damaged by casualty, VDI has the right, but shall not be obligated, to restore same to substantially the same condition as existed prior to such casualty; provided, however, that if VDI elects not to restore same, then at its sole cost and expense, VDI shall remove all debris and return the Bradshaw Parcel to an orderly landscaped condition.

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4. GRANT OF LANDSCAPE EASEMENT.

(a) Landscape Easement. Bradshaw hereby grants and conveys unto VDI, its successors and assigns, to have and to hold for the benefit of the VDI Parcel forever, a permanent, perpetual easement over and across that certain portion of the Bradshaw Parcel shown and identified on the Survey as the "New Landscape Buffer" for the express purpose of providing an evergreen landscaping buffer between the Parcels consisting of trees and shrubbery to form a landscaping screen no less than ten (10) feet in height (the "Landscape Easement"). In connection with the Landscape Easement herein granted, Bradshaw shall be responsible for designing, providing, installing and maintaining the evergreen landscaping buffer consisting of trees and shrubbery to form a landscaping screen no less than ten (10) feet in height. Such landscaping plans shall be subject to VDI's prior written approval which shall not be unreasonably withheld, conditioned or delayed.

(b) Maintenance. Bradshaw shall be responsible, at its sole cost and expense, for the repair and upkeep of the Landscape Easement, which repair and upkeep shall be performed in a workmanlike manner.

5. GRANT OF LIGHT AND SOUND EASEMENT.

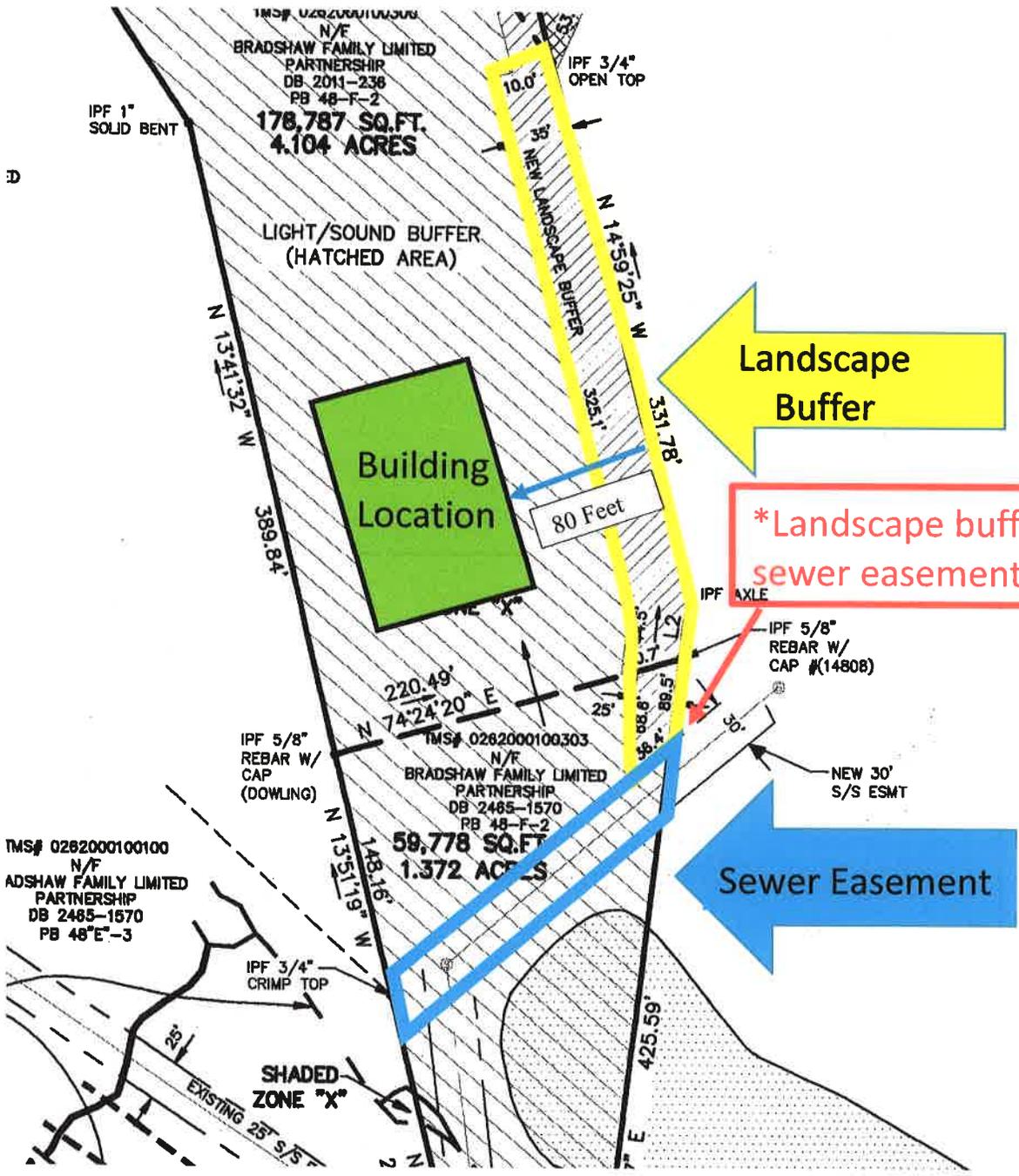
(a) Light and Sound Easement. Bradshaw hereby grants and conveys unto VDI, its successors and assigns, to have and to hold for the benefit of the VDI Parcel forever, a permanent, perpetual easement over and across that certain portion of the Bradshaw

Parcel shown and identified on the Survey as the "Light/Sound Buffer" for the express purpose of providing a buffer between the Parcels such that any buildings, structures or improvements of any kind built therein (i) shall be no closer than 75' from the property line separating the Parcels; (ii) shall not have any external or outdoor speakers, megaphones, bullhorns, buzzers, sirens, or sound amplifiers of any kind oriented in the direction of the VDI Parcel; (iii) shall not include any outdoor lighting by which the level of illumination exceeds two (2.0) foot-candles of light; and (iv) shall not cause or permit any light spillage across the property line separating the Parcels.

6. **INDEMNITY.** Each Party, its successors and assigns (herein this Section, the "Indemnitor") shall indemnify, defend and save the other Party and its successors, assigns, agents, servants, employees, affiliated and parent entities, members and managers (the "Indemnified Parties") harmless from any and all loss, damages, claims, liability, costs and reasonable expenses including reasonable attorney's fees, reasonable investigative discovery costs, court costs, and all other reasonable sums (collectively, "Costs") which the Indemnified Parties may pay or become obligated to pay to third parties on account of any claim or assertion of liability for bodily injury or property damage arising or alleged to have arisen out of any act or omission of the Indemnitor, its agents, contractors, servants or employees in connection with any work performed by or at the direction of the Indemnitor under the terms of this Easement, or arising out of Indemnitor's use of the easements and failure to satisfy its obligations under this Easement, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties. Prior to commencement of any construction, maintenance, repair or reconstruction activities on the other Party's Parcel, Indemnitor shall maintain or cause to be maintained in force a policy or policies of commercial general liability insurance written by one or more responsible insurance carriers licensed to do business in the State of South Carolina, insuring against liability for injury to and/or death of any person or persons and/or loss of or damage to property of any person or persons in connection with the work to be performed by it pursuant to this Easement, with single limit liability coverage of not less than \$1,000,000; such policy or policies shall include, among other things, coverage for contractual liability and shall name the other Party as an additional insured and the Indemnitor shall deliver to the other Party a certificate of insurance evidencing the existence in force of such policy or policies of insurance prior to commencement of any construction, maintenance, repair or reconstruction activities by it within the other Party's Parcel pursuant to this Easement.

7. **MECHANICS' LIENS.** If any mechanics' or materialmen's lien or similar charge is filed against either Parcel as a result of any construction, maintenance, repair or reconstruction work performed by or at the direction of the other Party (herein this Section, the "Responsible Party"), then the Responsible Party shall at its own cost and expense cause such lien or charge to be discharged of record (by bond, satisfaction or other permitted manner) within ten (10) days after written notice from the Party whose Parcel becomes so encumbered (herein this Section, the "Encumbered Party") to do so, and if the Responsible Party fails to do so, the Encumbered Party shall be entitled to discharge the lien and the Responsible Party shall reimburse the Encumbered Party on written demand for such costs. The Responsible Party shall indemnify and save the

Attachment D



Landscape Buffer

*Landscape buffer extends to sewer easement and terminates.

Sewer Easement



COLORS & FINISHES

VARCO PRUDEN BUILDINGS

THERMALCLAD PANEL COLORS

Cool Arctic White 	Cool Cotton White 	Cool Egyptian White 	Tuff-Wall Stucco White
Cool Parchment 	Cool Straw gold 	Cool Sierra Tan 	Tuff-Wall Light Stone
Cool Jade Green* 	Cool Bermuda Green 	Cool Cobalt Blue 	Tuff-Wall Medium Beige
Cool Leaf Green 	Cool Hemlock Green 	Cool Imperial Blue 	Tuff-Wall Light Gray
Cool Granite Gray 	Cool Old Town Gray* 	Cool Colonial Red 	
Cool Dark Bronze 	Cool Zinc Gray* 	Cool Bright Red 	
Cool Weathered Copper 	Cool Copper Penny* 	Cool Metallic Silver* 	

* Non-stocked colors may require minimum quantity order plus additional material procurement lead-time.

