

# Lancaster County



## BOARD OF ZONING APPEALS VARIANCE APPLICATION

IF YOU REQUIRE ASSISTANCE WITH THIS APPLICATION, PLEASE CONTACT THE PLANNING OFFICE AT 803-285-6005. THE COMPLETED APPLICATION, THE APPLICATION FEE OF \$275.00 SF RESIDENTIAL/ \$375.00 COMMERCIAL AND ALL ADDITIONAL SUPPORTING DOCUMENTS ARE REQUIRED TO BE SUBMITTED.

THE FOLLOWING INFORMATION MUST BE PROVIDED FOR THE REQUEST:

### PROPERTY INFORMATION:

TAX MAP NUMBER: 16105 00801K - 0A - 008.00

STREET ADDRESS: 504 Oalkhaven dr

CITY/ STATE/ ZIP CODE: Lancaster, SC, 29720

LOT DIMENSIONS/ LOT AREA: .79 PLAT BOOK/PAGE: \_\_\_\_\_

CURRENT ZONING RN

CLASSIFICATION: \_\_\_\_\_

### PROPERTY OWNER OF RECORD:

NAME: Dustin Floyd

ADDRESS: 504 Oalkhaven dr

CITY/STATE/ZIP CODE: Lancaster, SC, 29720 TELEPHONE 803 - 804 - 5947

EMAIL ADDRESS: dustinmf@comperium.net

SIGNATURE OF OWNER/ DATE: Dustin Floyd 10/31/2023

I HAVE APPOINTED THE INDIVIDUAL OR FIRM LISTED BELOW AS MY REPRESENTATIVE IN CONJUNCTION WITH THIS MATTER RELATED TO THE BOARD OF ZONING APPEALS.

### AGENT OF OWNER:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE OF AGENT/ DATE: \_\_\_\_\_

SIGNATURE OF OWNER/ DATE: \_\_\_\_\_

# VARIANCE APPLICATION

DATE FILED: \_\_\_\_\_ APPLICATION NO. \_\_\_\_\_

1. APPLICANT HEREBY APPEALS TO THE BOARD OF ZONING APPEALS FOR A VARIANCE FROM THE STRICT APPLICATION TO THE PROPERTY DESCRIBED IN THE NOTICE OF APPEAL (FORM 1) OF THE FOLLOWING PROVISIONS TO THE UNIFIED DEVELOPMENT ORDINANCE:

Section 2.4.3 setback

SO THAT A ZONING PERMIT MAY BE ISSUED TO ALLOW USE OF THE PROPERTY IN A MANNER SHOWN ON THE ATTACHED PLOT PLAN, DESCRIBED AS FOLLOWS:

Reduce 20ft setback by 10ft

FOR WHICH A ZONING OFFICIAL HAS DENIED A PERMIT ON THE GROUNDS THAT THE PROPOSAL WOULD BE IN VIOLATION OF THE CITED SECTION (S) OF THE UNIFIED DEVELOPMENT ORDINANCE.

Section 2.4.3 Setback

2. THE APPLICATION OF THE ORDINANCE WILL RESULT IN UNNECESSARY HARDSHIP, AND THE STANDARDS FOR A VARIANCE SET BY STATE LAW AND THE ORDINANCE ARE MET BY THE FOLLOWING FACTS:

- i. THAT THERE ARE PRACTICAL DIFFICULTIES OR UNNECESSARY HARDSHIPS IN THE WAY OF CARRYING OUT THE STRICT LETTER OF THIS ORDINANCE;

I hired contractor to build my car garage  
came to find out after building was put up and  
done he did not pull a permit, and built my garage too  
close to the property line.

- ii. THAT IF THE APPLICANT COMPLIES WITH THE PROVISIONS OF THE ORDINANCE, THE PROPERTY OWNER SEEKING THE VARIANCE CAN SECURE NO REASONABLE RETURN FROM, OR MAKE NO REASONABLE USE OF HIS PROPERTY;

Tearing this garage down would destroy my yard.

- iii. THAT SPECIAL CONDITIONS AND CIRCUMSTANCES EXIST WHICH ARE PECULIAR TO THE LAND, STRUCTURE OR BUILDING INVOLVED AND WHICH ARE NOT APPLICABLE TO OTHER LANDS, STRUCTURES OR BUILDINGS LOCATED IN THE SAME LAND DEVELOPMENT DISTRICT;

My lot is a corner lot does not have lot  
of space to build on like other lots.

- iv. THAT THE VARIANCE WILL NOT MATERIALLY DIMINISH OR IMPAIR ESTABLISHED PROPERTY VALUES WITHIN THE SURROUNDING AREA;

No feel like it would bring value to the  
area, also neighbor love it and are okay with it

- v. THAT THE SPECIAL CONDITIONS AND CIRCUMSTANCES REFERENCED IN III, ABOVE, RESULT FROM THE APPLICATION OF THIS ORDINANCE AND NOT FROM THE ACTIONS OF THE APPLICANT;

Corner lots have more setbacks

vi. THAT THE VARIANCE IS IN HARMONY WITH THE GENERAL PURPOSE AND INTENT OF THIS ORDINANCE AND PRESERVES ITS SPIRIT;

Garage is accessory building and is required to have 5 feet in section 2.4.4

vii. THAT THE VARIANCE IS THE MINIMUM NECESSARY TO AFFORD RELIEF; AND

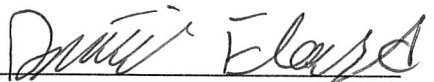
Yes. 10 feet is minimum required to meet code

viii. THAT THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE HAVE BEEN ASSURED AND SUBSTANTIAL JUSTICE HAS BEEN DONE

No. Impact to Public Health, Safety and Welfare

3. THE FOLLOWING DOCUMENTS ARE SUBMITTED IN SUPPORT OF THIS APPLICATION: (A PLOT PLAN MUST BE SUBMITTED)

Date: 11/22/23

Applicant Signature: 

Dear Board Members.

I hired an individual that does grading, concrete and landscaping work. He laid the concrete slab for the building. When I paid the gentleman to do the grading and pour the concrete, apparently he did not pull a permit. I didn't know anything about permits, placement of structures, etc.. The building is only 10 ft from the side of the property line. I am asking for a variance to see if it would be okay to keep the building in its current location on my property. I have already spent \$40,000 on the garage, and financially I would not be able to tear the building down and replace it. I know it is my responsibility, because it is my property. However, I didn't know he did not pull a permit or build the building up to the proper set points. I would greatly appreciate some leniency for my lack of knowledge.

Sincerely,

A handwritten signature in black ink, appearing to read "Dustin Floyd". The signature is fluid and cursive, with a large, sweeping initial "D" and a long, horizontal stroke extending to the right.

Dustin Floyd



State License Exemption Request For Homeowners  
Lancaster County, South Carolina

Owner Builder Form To Act As Builder

State law requires residential construction in excess of two hundred dollars (\$200.00) in labor and material to be done by licensed builders and specialty contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of the property, to act as your own builder even though you do not have a license. You must supervise the construction yourself. You may build or improve a one-family or two-family residence. The building must be for your own use and occupancy. It may not be built for sale or rent. If you sell or rent a building you have built yourself within two years after construction is complete, the law will resume that you built it for sale or rent, which is a violation of this exemption. You may not hire an unlicensed person as your residential builder or specialty contractor. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances. Your construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.

To qualify for this exemption, you as the owner of the residential building or structure must promptly file as a matter of public record a notice with the Register of Deeds, indexed under the owner's name in the grantor's index, stating that the residential building or structure was constructed by the owner as an unlicensed builder. Failure to do so revokes the statutory exemption. By signing this form, you acknowledge receiving the "Disclosure Statement" required to be filed, your responsibility as outlined and will abide by all applicable laws, ordinances, building code and zoning code regulations.

Description of work: car shop 28x30x11

Address: 504 oakhaven dr TMS# 0088K-0A-008.00

Owner(s) signature: Dustin Michael Floyd

Printed Name(s): Dustin Michael Floyd

Witness 1: Samantha Faulkenberry Witness 2: Debbie Wright

Printed Name: Samantha Faulkenberry Printed name: Debbie Wright

State of South Carolina  
County of Lancaster

The foregoing instrument was acknowledged before me this date: Oct 24 2023

By: Dustin Michael Floyd (name of person acknowledged)

Sworn and subscribed before me this 24 day of Oct, 20 23

Deborah Wright (Seal)  
Notary Public for South Carolina

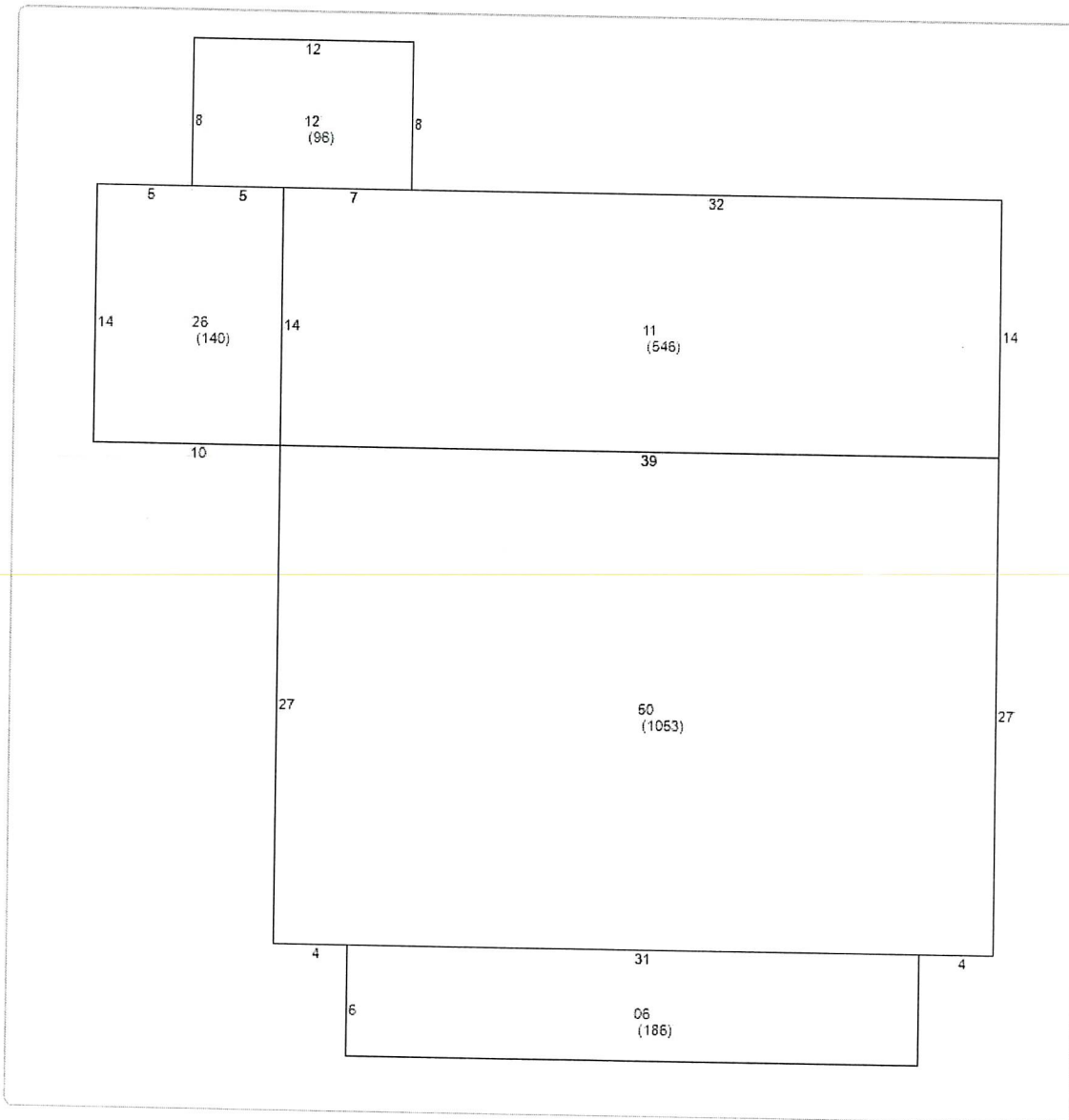
My Commission Expires: 2-6-24

## Assessed Values

	2023	2022	2021	2020
Market Land Value	\$12,500	\$12,500	\$12,500	\$12,500
+ Market Improvement Value	\$117,700	\$117,700	\$117,700	\$111,100
+ Market Misc Value	\$0	\$0	\$0	\$0
= <b>Total Market Value</b>	<b>\$130,200</b>	<b>\$130,200</b>	<b>\$130,200</b>	<b>\$123,600</b>
Taxable Land Value	\$12,500	\$12,500	\$12,500	\$12,500
+ Taxable Improvement Value	\$117,700	\$117,700	\$117,700	\$111,100
+ Taxable Misc Value	\$0	\$0	\$0	\$0
- Ag Credit Value	\$0	\$0	\$0	\$0
= <b>Total Taxable Value</b>	<b>*\$130,200</b>	<b>*\$130,200</b>	<b>*\$130,200</b>	<b>*\$123,600</b>
Assessed Land Value	\$500	\$500	\$500	\$500
+ Assessed Improvement Value	\$4,708	\$4,708	\$4,708	\$4,444
+ Assessed Misc Value	\$0	\$0	\$0	\$0
= <b>Total Assessed Value</b>	<b>\$5,208</b>	<b>\$5,208</b>	<b>\$5,208</b>	<b>\$4,944</b>

\*This parcel is subject to the value cap

## Sketches



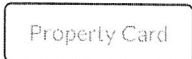
No data available for the following modules: Commercial Building Information, Mobile Home Information, Accessory Information, Photos.

# Experiencing Lancaster County, SC through GIS Technology

## Parcel Summary

Parcel ID 0088K-0A-008.00  
 Account # 17844  
 Millage Group 01 - County - County  
 Land Size 125 FRONT FEET  
 Location Address 504 OAKHAVEN DR  
 Lancaster 29720  
 Zoning RN : Rural Neighborhood  
 Neighborhood 54  
 Property Use Code Qualified Residential (QR)  
 Plat Book 16105  
 Plat Page 0000  
 Block#  
 Lot# 2

## Scanned Property Card



Note: Property Cards are current as of 4/1/2020 and are no longer updated

## Owner Information

FLOYD DUSTIN MICHAEL  
 504 OAKHAVEN DR  
 LANCASTER SC 29720

## Land Information

Land Use	Number of Units	Unit Type	Land Type	Frontage	Depth	AgUse Value
QualRes (QR)	125.00	FRONT FEET	SITE	0	0	\$0

## Building Information

Building ID 17690  
 Style Single Family Dwelling / 37  
 Gross Sq Ft 2,021  
 Finished Sq Ft 1,599  
 Stories 1 Story  
 Condition Average  
 Interior Walls  
 Exterior Walls Brick with 5% Alum\Vinyl  
 Year Built 1980  
 Garage  
 Porch  
 Effective Year Built 2000  
 Foundation Perm Footing  
 Roof Type Gable  
 Roof Coverage Corg Metal  
 Flooring Type Vinyl with 50% Carpet  
 Heating Type Reverse Cycle Pump  
 Bedrooms  
 Full Bathrooms 1  
 Half Bathrooms 0  
 3/4 Bathrooms 0  
 Grade C  
 Grade Description  
 Number of Fire PI 1

Code	Description	Rooms		Perimeter
		Sketch Area	Finished Area	
06	COVERED PRCH	186	0	74
11	FRAME ADDN	546	546	106
12	FRAME DECK	96	0	40
50	ONE STORY	1,053	1,053	132
26	SLAB	140	0	48
<b>TOTAL</b>		<b>2,021</b>	<b>1,599</b>	<b>400</b>

## Sales Information

Sale Date	Sale Price	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
10/30/2017	\$130,000	<u>DEED</u>	1093	87	Qualified	Improved	MIZELL JUDY & LEWIS E FLOYD	FLOYD DUSTIN MICHAEL
9/15/2003	\$53,300		0208	0224	Unqualified - FORECLOSURE SALE	Improved	MIZELL JUDY & LEWIS E FLOYD	MIZELL JUDY & LEWIS E FLOYD

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Developed by  
 **Schneider**  
GEO SPATIAL





**DEVELOPMENT SERVICES**

101 N. MAIN STREET, P O BOX 1809, LANCASTER SOUTH CAROLINA, PHONE (803) 285-1969 EMAIL PERMITS@LANCASTERCOUNTYSC.NET

**RESIDENTIAL PERMIT APPLICATION**

Date: 10/24/23

Permit Type ( Please Check All that apply):						
Building w/zoning <input checked="" type="checkbox"/>	Demo <input type="checkbox"/>	Zoning Only <input type="checkbox"/>	Gas <input type="checkbox"/>	Plumbing <input type="checkbox"/>	Mechanical <input type="checkbox"/>	Electrical <input type="checkbox"/>
Interior Remodeling only <input type="checkbox"/>	Pool <input type="checkbox"/>	House Move <input type="checkbox"/>	Job Cost \$ <u>40,000</u>			

- New building must provide well/septic approval or tap fee verification.

Address of Construction Location: 504 oakhaven dr

Description of work: Putting up garage 28x30x11

Subdivision: \_\_\_\_\_ Lot Number: \_\_\_\_\_ Parcel ID: \_\_\_\_\_

Other structure on property \_\_\_\_\_

Property Owner(s): Dustin Michael Floyd Phone #: 803-804-5997

Mailing Address: 504 oakhaven dr

Email: dustinmf@comporium.net

Contractor: \_\_\_\_\_ SC Contractors License #: \_\_\_\_\_

Phone # \_\_\_\_\_ Address: \_\_\_\_\_

Email: \_\_\_\_\_

Electrical Sub: _____	SC License #: _____
Mechanical Sub: _____	SC License #: _____
Plumbing Sub: _____	SC License #: _____
Water provider: _____	Electrical Provider: _____
Sewer provider: _____	Gas Provider: _____

Heated Sq Ft _____	Unheated Sq Ft _____	Basement Sq Ft _____	Garage Sq Ft <u>840</u>
Porch Sq Ft _____	Deck Sq Ft _____	Number of stories _____	Number of Bedrooms _____
Bathrooms _____	Heat source _____	Gas _____	(half pound or two-pound system) Electric source _____
Water Type _____	Sewer Type _____		

Is this a part of a Homeowner Association? Yes/No, if yes please provide letter of approval.

\*\*\*Acknowledgement of SC 6-29-1145: IS THIS TRACT OR PARCEL OF LAND RESTRICTED BY ANY RECORDED COVENANT THAT CONFLICTS WITH OR PROHIBITS THE ACTIVITY YES/NO?

**\*\*\*Acknowledgement of Asbestos Regulations\*\*\*** Federal and State Asbestos regulations require responsible parties to have SCDHEC licenses building inspector inspect regulated structures for the presence of asbestos and to obtain SCDHEC required project licenses. Please ensure that these requirements are met prior to conducting any abatement, renovations or demolition activities. Contact the SCDHEC Asbestos Section if you have any questions.

The homeowner acting as his/her own contractor assumes all risks, liability and the responsibility for the structural integrity of this structure and agrees to live in the home and not offer it for rent for a period of two years per the South Carolina Homeowner exemption. I further understand that the Development Services Department will not intervene in any dispute between the homeowner and contractor.

I understand that if this statement is found to be false then the permit issued pursuant to this application will be rendered null and void and the sole recourse of any one relying upon this permit in purchasing the property or in providing goods or services to the applicant or for the benefit of the property shall be against the applicant and not against Lancaster County who, pursuant to South Carolina Code 6-29-1145 is issuing the permit in reliance of this statement by applicant.

Any information provided on this document may be subject to the South Carolina Freedom of Information Act and may be disclosed to third parties in accordance with applicable law.

X \_\_\_\_\_  
Contractor/Agent Signature

X \_\_\_\_\_  
Print

X *Dawni Elasa* \_\_\_\_\_  
Property Owner Signature

X 10/24/23 \_\_\_\_\_  
Print



**ACCESSORY BUILDING LETTER OF ACKNOWLEDGEMENT**

DATE: 10/24/23

TO: LANCASTER COUNTY ZONING DEPARTMENT

FROM: Dustin Michael Floyd TAX MAP# 16105 0088K-0A-008.00

ADDRESS: 504 Oakhaven Dr

TYPE AND SIZE OF STRUCTURE: 28x30x11 Car Garage

TYPE AND SIZE OF EXISTING STRUCTURES: 12x24 Storage Building

EXAMPLE (Detached Garage, Storage Building, Workshop, etc.)(10X12)

I am requesting to construct a detached accessory building on the above-referenced property. **This building will NOT be used for any commercial activity or as living quarters (temporarily or permanently).**

It is my responsibility to make sure that the use of the building is in accordance with Lancaster County Unified Development Ordinance.

Description of use: Car Shop

Plumbing:  Yes  No Location:  1st Floor  2nd Floor

Electrical:  Yes  No Location:  1st Floor  2nd Floor

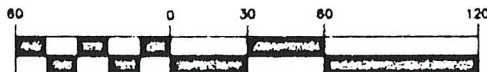
Lancaster County reserves the right to randomly inspect the accessory building to verify it is being utilized as stated above. If at any time the use of the accessory building is not in compliance with the approved applicable , Lancaster County has the authority, including but not limited to, issue a summons to appear before a Magistrate Judge, assess a \$500.00 per day fine, request the power be disconnect to the structure, etc., to bring structure into compliance.

By signing below, you verify that you have read and understand the above information.

Print Name: Dustin Michael Floyd Date: 10/24/23

Any information provided on this document may be subject to the South Carolina Freedom of Information Act and may be disclosed to third parties in accordance with applicable law.

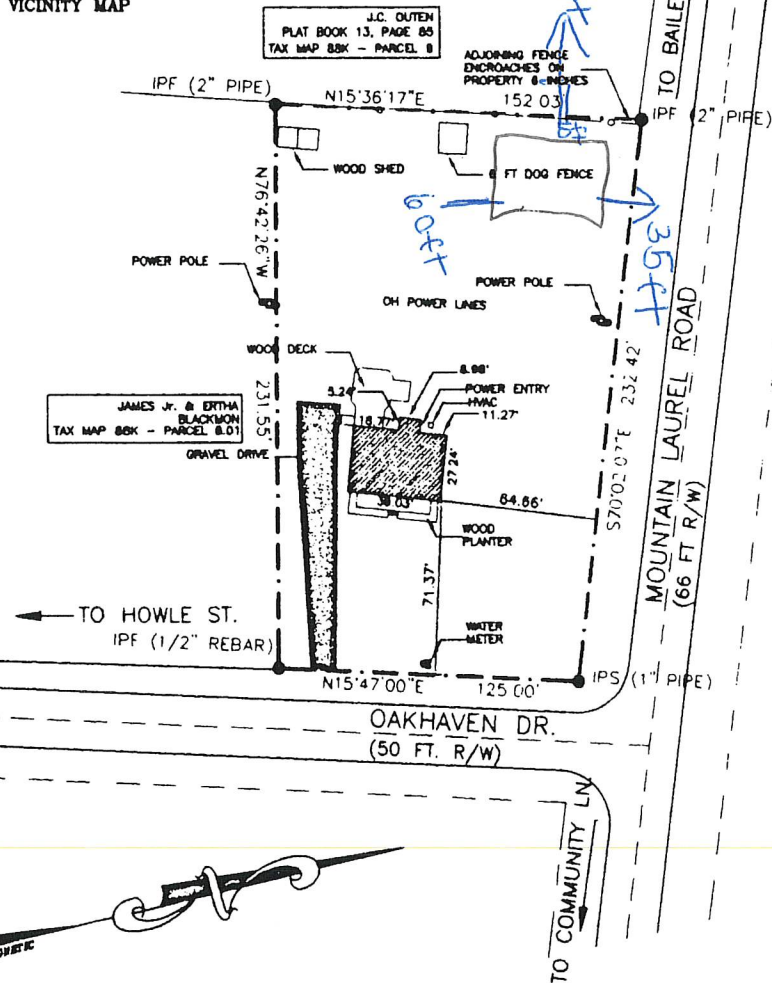
GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.



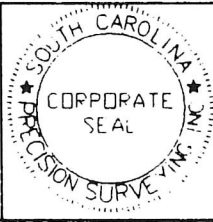
VICINITY MAP



OFFICE FILED  
Nov 21 4 25 PM '95  
LANCASTER COUNTY, S.C.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

NOTE THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED FLOOD PRONE AREA



DATE AUGUST 15, 1995  
PRECISION 1/10000+

PLAT

COUNTY OF LANCASTER  
STATE OF SOUTH CAROLINA

THE SAME BEING OF CERTAIN PROPERTY LOCATED IN ELGINWOOD ACRES ALSO SHOWN AS LOT #2 ON A RE-DIVISION PLAT OF J.C. OUTEN LANDS BY JACK SMITH, RLS, DATED MARCH 23, 1973, REVISED AUGUST 12, 1980, AND RECORDED AS PLAT 4850 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY. CURRENT TAX MAP IS 88K, PARCEL P.

SURVEYED FOR  
DEBORAH C. INGRAM

SURVEYED BY  
PRECISION SURVEYING, INC  
1351 CHARLOTTE ROAD - PO BOX 1146 - LANCASTER, SC - 29026

#16105

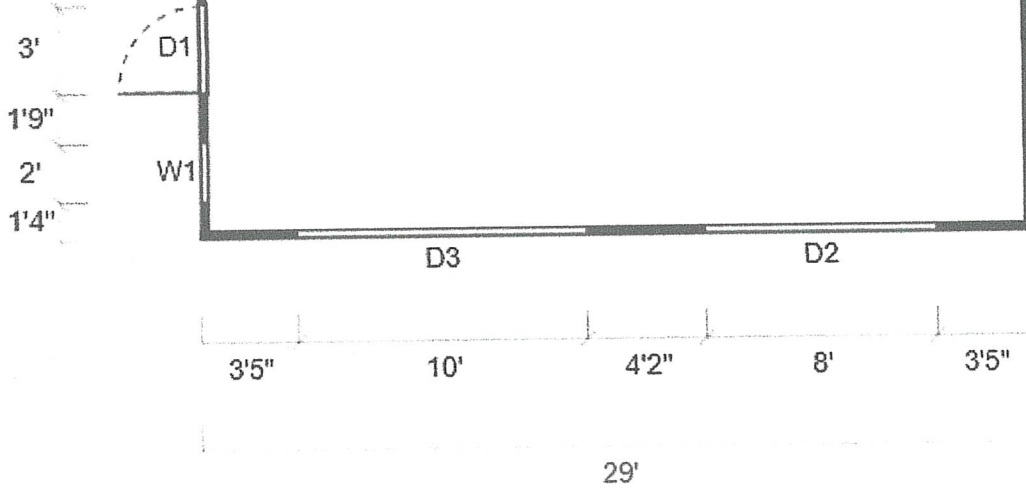
# LEFT SIDE

FRONT

19'11"


28'

BACK



# RIGHT SIDE

## SYMBOL LEGEND

	<b>D1</b> Solid Fiberglass Door		<b>W1</b> 24W x 36H Windows
	<b>D2</b> 8'x8' Garage Door		<b>D3</b> 10'x10' Garage Door
	<b>Closed Wall</b>		

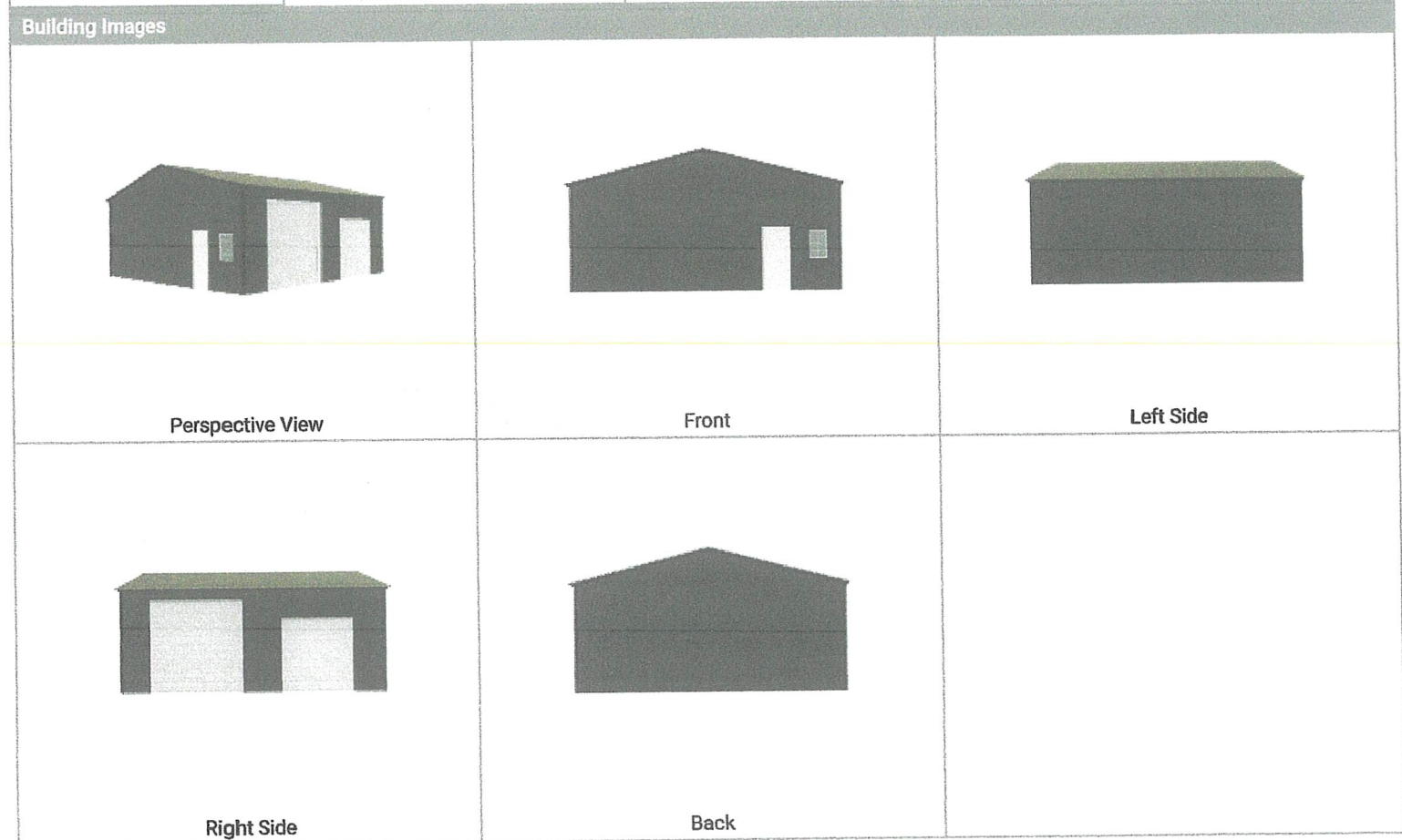


**Longhorn Steel Structures**  
109 Buckeye Lane  
Pilot Mountain, NC 27041  
980-222-9935  
longhornsteelstructures@gmail.com

Customer Order - Sep 7, 2023

Ship To		Dealer	
Name	<u>DUSTIN FLOYD</u>	Order #	<a href="mailto:robertp@bennettcoastal.com">robertp@bennettcoastal.com</a>
Billing Address	<u>504 OAKHAVEN DR.</u>		
City	<u>LANCASTER</u>	State	<u>SC</u> Zip Code <u>29720</u>
Install Address	<u>SAME</u>		
City		State	<u>SC</u> Zip Code <u>29720</u>
Email	<u>DUSTINMF@COMPOSIUM.NET</u>	Phone #	<u>803-804-5997</u> Mobile #

Building Info	Size	Color	Anchoring & Site Preparation
Style: Garage	28' X 30' X 11' Width X Roof Length X Leg Height	Roof: Clay <input type="checkbox"/>	Engineer Certified: Certified
Roof Overhang: 6"		Trim: Black <input type="checkbox"/>	
Roof Style: Vertical Style		Gable End Siding: Charcoal <input type="checkbox"/>	
Gauge: 14-Gauge Framing		Side Wall Siding: Charcoal <input type="checkbox"/>	
Leg Style: Standard			
Brace: Standard Brace			



Section	Description	Quantity	Amount
	<b>Structure Details</b>		
	Style: Garage	1	-
	Base Price: 28'x30'	1	\$4,095.00
	Roof: Clay	1	-
	Trim: Black	1	-
	Gable End Siding: Charcoal	1	-
	Side Wall Siding: Charcoal	1	-
	Roof Style: Vertical Style	1	-
	Roof Overhang: 6"	1	-
	Trusses: Triple Wide	1	-
	Leg Style: Standard	1	-
	Gauge: 14-Gauge Framing	1	-
	Brace: Standard Brace	1	-
	Engineer Certified: Certified	1	-
	Leg Height: 11'	1	\$650.00
	Left Side: Fully Enclosed	1	\$542.50
	Left Side Siding: Horizontal	1	-
	Right Side: Fully Enclosed	1	\$542.50
	Right Side Siding: Horizontal	1	-
	Front End: Fully Enclosed	1	\$1,615.00
	Front End Siding: Horizontal	1	-
	Back End: Fully Enclosed	1	\$1,615.00
	Back End Siding: Horizontal	1	-
	<b>Roll Doors &amp; Ramps</b>		
	8'x8' Garage Door	1	\$632.50
	10'x10' Garage Door	1	\$885.50
	<b>Doors &amp; Ramps</b>		
	Solid Fiberglass Door	1	\$347.88
	<b>Windows &amp; Accessories</b>		
	24W x 36H Windows	1	\$200.00
	<b>Frameouts</b>		
	Corner Style: Square (Traditional)	2	-
	<b>Additional Options</b>		
	1/4" Double Bubble Insulation: Roof	1	\$870.00
	1/4" Double Bubble Insulation: Left Sidewall	1	\$319.00
	1/4" Double Bubble Insulation: Right Sidewall	1	\$319.00
	1/4" Double Bubble Insulation: Back Wall	1	\$364.00
	1/4" Double Bubble Insulation: Front Wall	1	\$364.00
	Colored Screws	1	\$175.00
	Material Surcharge		\$1,305.22
	<b>Additions and Adjustments</b>		
All	SALE	1	-\$759.65
	<b>Additional Fees</b>		
	Sidewall Frameout	2	\$275.00
			<b>Subtotal:</b> \$14,357.45
			<b>Sales Tax (8%):</b> \$1,148.60

Section	Description	Quantity	Amount
		Total Order Amount:	\$15,506.05
		Deposit Required to Order:	\$2,153.62
		Final Balance Due at Installation:	\$13,352.43

**Signatures**

Customer Signature:	<i>Dominic Elard</i>
Date:	9/7/23
Delivery Notes:	

Dealer or Manufacturer Signature:	<i>Robert Payne</i>
Date:	9/7/23

**Purchase Agreement & Terms**

**Prices, Payment and Risk of Loss**

- Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of (30) days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes. Buyer agrees to pay all applicable sales or other taxes levied with respect to Goods (and replacements) in the Agreement, unless exempt therefrom. All prices are in United States dollars. The buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt of all invoices rendered by Seller for any such items Seller may pay and for the goods.
- Longhorn Steel Structures INC reserves the right to update or change any pricing discrepancies made by dealers.
- Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation. An additional labor charge will be added to orders for buildings being installed over RVs, Campers, Large Obstacles, Retaining Walls, Docks, Decks, Over Fences, etc. Including carrying materials due to obstructions in between material and jobsite.
- The customer expressly agrees that the carport/garage/barn/etc. shall remain property of Longhorn Steel Structures INC until payment is made in full.
- Longhorn Steel Structures INC hereby retains a purchase money security interest in said building as set forth in Section 9 of the Uniform Commercial Code as enacted in the state where the building is being installed. Failure to pay will result in repossession of the unit. This does not relieve the customer of liability for specific performance of the contract including legal fees and court costs, at the seller's expense.
- Longhorn Steel Structures INC holds the right to make any exceptions to the above clause. If payment is made in check and the check is returned NSF, Buyer will be responsible for additional expenses incurred by Seller as a result of the returned check. The seller reserves the right to charge additional fees as allowed by law for checks returned NSF. These fees include a \$35 service charge.
- Longhorn Steel Structures INC will not be responsible for down payment refunds. The independent dealer will have this responsibility if a refund is legally due.
- Longhorn Steel Structures INC holds the right to cancel any order at any time.
- A restock fee of 5% of the building subtotal or \$150 whichever is greater will be added for customer cancellations within 72 hours of installation date. Restock fees will also be applicable to unprepared and unlevel installation sites.
- The remaining balance will be due upon installation of your metal building in the form of cash or certified/cashier's check (NO PERSONAL CHECKS). **In the event that the remaining balance is over \$20,000 half of the remaining balance must be paid at the time of scheduling.**



- **The remaining balance due to be paid in FULL at time of completion of building, to Longhorn Steel Structures INC, by Cashier's Check, Money Order, Visa, Master Card, American Express, or Discover Card. NO PERSONAL CHECKS OR COMPANY CHECKS are accepted. (PAYING REMAINING BALANCE WITH CREDIT/DEBIT CARD WILL RESULT IN AN ADDITIONAL 3.7% PROCESSING FEE)**

Customer Signature: *Drew Elms*

Date: 4/7/23

### Delivery

- Shipping and installation dates are estimated based on Seller's present engineering and manufacturing capacity and scheduling and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping order or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information, and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement. Delivery dates may be rescheduled due to bad weather conditions, installers running behind, accidents, etc. Buyer agrees to give Seller up to 5 installation attempts to deliver said product.

### Workmanship Warranty

- All buildings have a 1- Year workmanship warranty effective upon day of installation (manufactured panels are warranted for 20 years assuming regular care and maintenance, installation workmanship is warranted for 365 days). Any installation concern must be reported within 365 days beginning on the date of installation. Longhorn Steel Structures INC is not liable for any damage as a result of inclement weather. Unlevel lots and customer modifications will void said warranty.
- Longhorn Steel Structures INC strongly recommends buildings longer than 31 feet to be vertical roofs to avoid possible leaks and/or rust in between seams. Buildings purchased 32 feet or longer that do not have vertical roofs will forfeit the 20-year limited warranty on paneling.
- **Base price reflects only roof & framing; sides, ends, colored screws, sealant, etc.... are optional features.** Frames on all buildings are 1 foot shorter than roof length. Roofs have 6" overhang on front and back. Frame lengths are as follows: 21'=20' Frame, 26'=25' Frame, and so on. Cement pad to match frame length.

### Customer Responsibilities

- The customer is responsible for all Site preparation, including the following: before delivery, you shall designate a site on your property and prepare such Site for installation of the Unit. Which preparation shall include; Making the site level **LONGHORN STEEL STRUCTURES DOES NOT PROVIDE ANY GROUNDWORK, LEVELING, GRADING, CONCRETE, ETC..**, moving all electrical wire less than 30 feet above the intended height of the Unit, removing all underground utilities below the Site, and requested by you as a written change order and approved in writing by Longhorn Steel Structures INC. Any change requested by you constitutes your consent to resulting changes in the purchase price.
- It is the responsibility of the customer to provide the factory approved independent contractor installers with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the locations of the underground utilities be marked. Longhorn Steel Structures INC is not responsible for any damage caused to underground utilities. The customer agrees to indemnify and hold harmless Longhorn Steel Structures INC from any liability and costs, including attorney fees, for such damages. The customer is responsible for obtaining building permits as needed for installation.

### Warranty Disclaimer

- There are no warranties which extend beyond the description on the face hereof. The warranties in this agreement are in lieu of all other warranties express or implied, including

without limitation, any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed. Buyer must have original copy of this document at time of claim.

- This warranty extends only to the original purchaser of the product warranted by this document. Buyer must have original copy of this document at time of claim. Said warranty does not extend to transferee owners of the product.

#### **Limitation on Liability**

- In no event will the seller be liable to the buyer and/or any third parties for any incidental damages. Consequential damages, special damages, exemplary damages or labor charges, including without limitation lost revenues and profits, even if it has been advised of the possibility of such damages. Buyer must have original copy of this document at time of claim.

#### **Exclusions and Limitations**

- Longhorn Steel Structures INC does not warrant any products not installed and anchored by a factory approved installer utilizing a factory approved anchoring system. Installation by anyone other than a factory approved installer utilizing a factory approved system will VOID your warranty. Damages from improper anchoring, strong winds, snow or ice are not considered defects. Longhorn Steel Structures INC does not warrant or guarantee any product in snow or ice to prevent collapse. Longhorn Steel Structures INC does not warrant any temporary anchoring systems (e.g., rebar) utilized by the customer, nor shall Longhorn Steel Structures INC be in any way responsible for damage caused using temporary anchoring systems. Additionally, Longhorn Steel Structures INC does not warrant any damage caused to the product resulting from or after movement of the structure from the **original installation point**.

#### **Modification of Structure Voids Warranty**

- Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by Longhorn Steel Structures INC will VOID all warranties. Our products are designed and specifically engineered to provide superior performance as manufactured. Any changes to the design by the Buyer could compromise the structural integrity of the unit.

#### **Claims Procedure**

- Longhorn Steel Structures INC must have a reasonable opportunity to inspect the claim and not begin any repairs prior to said inspection or the terms of the warranty could be voided. Longhorn Steel Structures INC, Inc. holds the right to require proof (e.g., photos), if needed, via email or mail before writing up any repairs and/or claim
- This order becomes a contract between Longhorn Steel Structures and you. Upon acceptance hereof, this order and such acceptance shall have been deemed to be a contract embodying all oral and written understandings and agreements between you and Longhorn Steel Structures. The deposit received herein by Longhorn Steel Structures shall be held by Longhorn Steel Structures as security for the completion of the contract. Upon receipt of the balance of the purchase price, the said deposit shall be applied to the purchase price herein. Should you breach or unilaterally rescind or cancel this contract, the deposit herein shall be forfeited to Longhorn Steel Structures and applied to cover the claim for damages.
- Longhorn Steel Structures shall not be bound by any condition, definition, representation or warranty other than as expressly set forth herein. Longhorn Steel Structures reserves the right, at any time before installation of the Unit, to reject this Order or cancel this contract by notice in writing to you. Upon giving such notice, Longhorn Steel Structures will refund any deposit received from you. You agree that such a refund shall be your exclusive remedy for such cancellation.

I have read the terms and conditions of this contract; by signing this contract. I agree to all conditions set forth herein and should I fail to make payment in full at time of delivery I understand and agree to all Longhorn Steel Structures, Inc. to pick up the Notice Inviting Tender (NIT) and acknowledge that I will remain liable for all applicable charges and fees associated with the initial setup and delivery as well as any legal fees incurred. I AGREE TO ALL THE TERMS ABOVE.

Customer Signature: *Nick Bennett*  
Pricing Table (For Internal Use): - Region 1

Date: 9/7/23

This estimate is provided by Longhorn Steel Structures. Use of this estimate with any other company violates the terms and conditions of Longhorn Steel Structures and will be subject to legal action.



BBC Lancaster  
Lancaster, SC, 29720  
8032853445  
nick.bennettbuildings@gmail.com



GRAPHIC SCALE

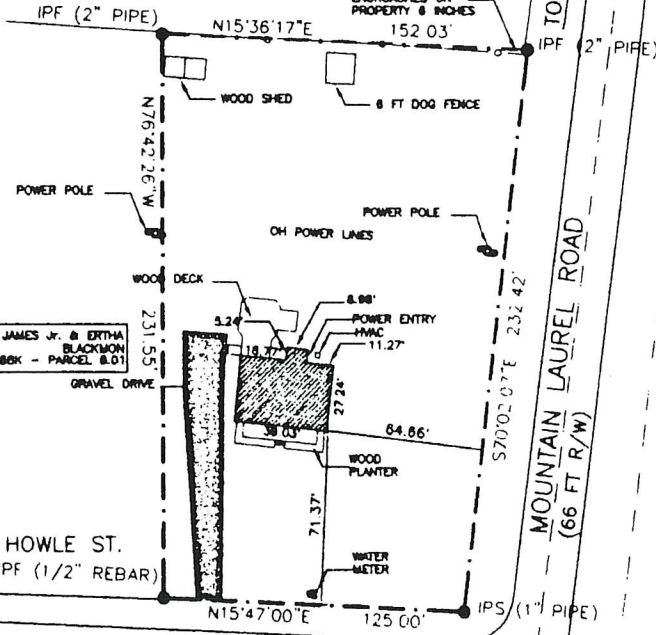


( IN FEET )  
1 inch = 60 ft.

VICINITY MAP

J.C. OUTEN  
PLAT BOOK 13, PAGE 85  
TAX MAP 88K - PARCEL 8

ADJOINING FENCE  
ENCROACHES ON  
PROPERTY 8 INCHES



JAMES JR. & ERTHA  
BLACKMON  
TAX MAP 88K - PARCEL 8.D.1

OFFICE FILED  
NOV 21 4 25 PM 1995  
LANCASTER COUNTY, S.C.



*Clyde S. Boyd, Jr.*

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

NOTE THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED FLOOD PRONE AREA



DATE AUGUST 15, 1995  
PRECISION 1/10000+

PLAT

COUNTY OF LANCASTER  
STATE OF SOUTH CAROLINA

THE SAME BEING OF CERTAIN PROPERTY LOCATED IN ELGINWOOD ACRES ALSO SHOWN AS LOT #2 ON A RE-DIVISION PLAT OF J.C. OUTEN LANDS BY JACK SMITH, RLS, DATED MARCH 23, 1973, REVISED AUGUST 12, 1980, AND RECORDED AS PLAT 4890 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY. CURRENT TAX MAP IS 88K, PARCEL P.

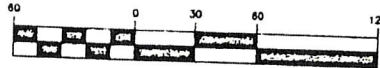
SURVEYED FOR  
DEBORAH C. INGRAM

SURVEYED BY  
PRECISION SURVEYING, INC.  
1351 CHARLOTTE ROAD - PO BOX 1146 LANCASTER, SC - 29701

#16105

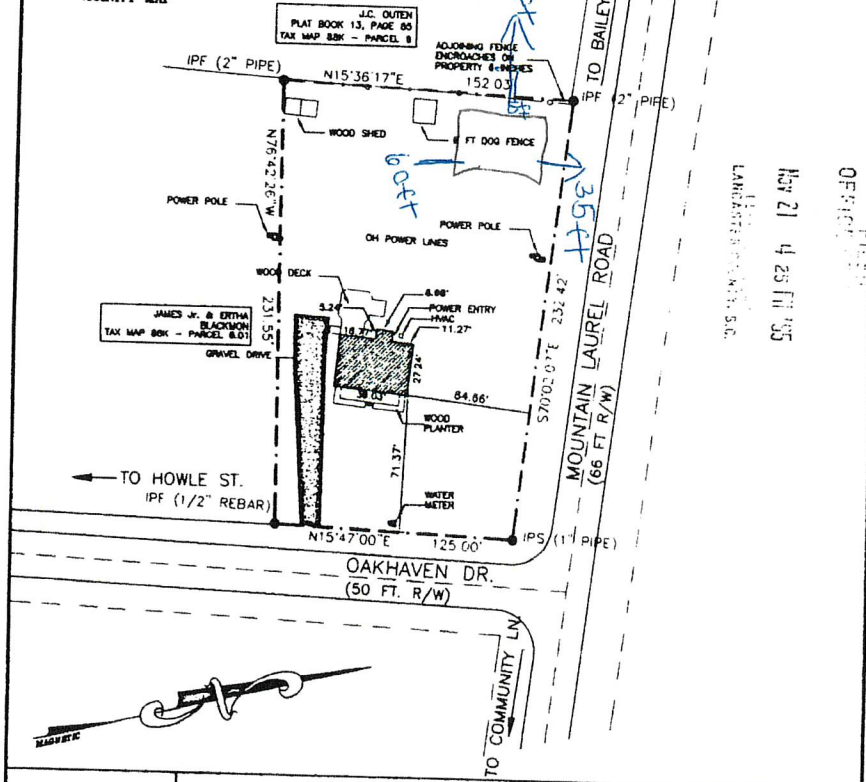


GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.

VICINITY MAP



OFFICE OF THE  
CLERK OF COURT  
LANCASTER COUNTY, S.C.  
AUG 21 4 25 PM '95

*Clyde S. Boyd, Jr.*

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

NOTE THIS PROPERTY DOES NOT LIE WITHIN A DESIGNATED FLOOD PRONE AREA



DATE AUGUST 15, 1995  
PRECISION 1/10000+

PLAT

COUNTY OF LANCASTER  
STATE OF SOUTH CAROLINA

THE SAME BEING OF CERTAIN PROPERTY LOCATED IN ELGINWOOD ACRES ALSO SHOWN AS LOT #2 ON A RE-DIVISION PLAT OF J.C. OUTEN LANDS BY JACK SMITH, P.L.S., DATED MARCH 23, 1973, REVISED AUGUST 12, 1980, AND RECORDED AS PLAT #950 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY. CURRENT TAX MAP IS 88K PARCEL P.

SURVEYED FOR  
DEBORAH C. INGRAM

SURVEYED BY  
PRECISION SURVEYING, INC.  
1321 CHARLOTTE ROAD - PO BOX 1144 - LANCASTER, SC - 29729

#16105