



DEVELOPMENT STANDARDS

March 26, 2026

Sarah Niemann
8086 Anthirium Loop
Sarasota, FL 34240

Re: Zoning Letter - Salem Church Rd. Anderson, SC 29625

File: ZL-83

Tax Map: 121-00-02-004

Dear Ms. Niemann:

This is to verify that a review of Anderson County Zoning Maps indicates that the site listed above is in an un-zoned portion of the county.

As such, Un-zoned parcels are subject to Chapter 24 of the Anderson County Code of Ordinance. The Ordinance can be found on the County's website www.andersoncountysc.org.

If you have any questions, please contact our office at (864) 260-4719.

Respectfully,

Tim Cartee

Tim Cartee
Land Development Administrator

DIVISION 4. - DEVELOPMENT STANDARDS

Sec. 24-113. - Purpose.

The development standards of this division are designed to guide the development process in the county with respect to:

- (1) Landscaping and open space.
- (2) Intensity.
- (3) Impervious surfaces.
- (4) Setbacks.
- (5) Height restrictions.
- (6) Bufferyards.

(Code 2000, § 38-116; Ord. No. 03-007, § 1, 4-15-2003)

Sec. 24-114. - Landscaping and open space standards.

- (a) *Definition.* Open space is land and/or waterbodies used for recreation, amenity or buffer. Where required for residential development, it shall be freely accessible to all residents of a development or project. Where required for nonresidential development, it shall be provided on the same lot or parcel as the permitted principal use. Landscaping is an alternative type of open space. Open space shall not be occupied by buildings or structures, drives, parking or road right-of-way; nor shall it include individual yards or lots of residential dwelling units in calculating minimum lot area or parking area requirements.
- (b) *Purpose.* The purposes of landscaping and open space standards are to improve the appearance of the vehicular use areas and property abutting public rights-of-way; to protect, preserve and promote the aesthetic appeal, scenic beauty, character and value of the county; and to promote public health and safety through the reduction of noise pollution, stormwater runoff, air pollution, and artificial light glare.
- (c) *Where required.* The following uses/projects shall provide open space and landscaping in the amounts prescribed:

<i>Proposed Uses/Projects</i>	<i>Open Space Ratio</i>
Residential (common open space):	
Cluster development	15%

Multifamily projects	20%
Nonresidential:	
Institutional	12%
Commercial/business	8%
Industrial/warehousing/storage	8%

- (1) *New sites.* No new site development, building, structure or vehicular use area in connection with the above shall hereafter be created and used unless open space and landscaping is provided as required by the provisions of this section.
- (2) *Existing sites.* No existing building, structure or vehicular use area in connection with the above shall be expanded unless the minimum landscaping and open space required by the provisions of this section are provided based on the site area related to the expansion, not the total site area of the property.
- (d) *Open space/landscaping plan.* Where required by subsection (c) of this section, an open space or landscaping plan shall be submitted as part of the application for the preliminary certificate of compliance and building permit. The plan shall:
 - (1) Designate areas to be reserved as open space. The specific design of open space areas shall be sensitive to the physical and design characteristics of the site.
 - (2) Designate the type of open space which shall be provided.
 - (3) Specify the manner in which the open space shall be perpetuated, maintained and administered.
- (e) *Types of open space.* The types of open space which may be provided to satisfy the requirements of this section, together with the maintenance required for each type, are as follows:
 - (1) *For residential uses.*
 - a. Natural areas are areas of undisturbed vegetation or areas replanted with vegetation after construction, including, but not limited to, woodlands. Required maintenance of natural areas is limited to removal of litter, dead trees and dead plant materials and brush. Natural watercourses, considered to be open spaces, are to be maintained as free-flowing and reasonably devoid of debris. Stream channels shall be maintained so as not to alter flood levels.

- b. Recreational areas are designed for specific active or passive recreational uses such as playgrounds or play areas, tennis courts, swimming pools, ballfields and similar uses. Recreational areas shall be accessible to all residents of the development. Required maintenance of recreational areas is limited to ensuring that there exist no hazards, nuisances or unhealthy conditions.
- c. Greenways are linear green belts linking residential areas with other open space areas. These greenways may contain bicycle paths, footpaths, and bridle paths. Greenways between residences and recreational areas are encouraged. Required maintenance is limited to ensuring that there exist no hazards, nuisances or unhealthy conditions.
- d. Landscaped areas and lawns may include areas with gravel and tile, so long as the gravel and tile do not occupy more than two percent of the required open space. Lawns, with or without trees and shrubs, shall be mowed regularly to ensure neatness, and landscaped areas shall be trimmed, cleaned and weeded regularly.

(2) *For nonresidential uses.* Required open space and landscaping shall be provided as follows:

- a. Along the outer perimeter of a use, where required by the bufferyard provisions of this article, to separate incompatible land uses.
- b. Within the interior of a use, peninsula or island type landscaped areas shall be provided for any open vehicular use area containing more than 20 parking spaces, with at least one island adjacent to every 20 parking spaces. The islands shall have an area equal to or exceeding the size of one parking space and shall contain at least one canopy tree of at least six feet in height. Landscaped areas shall be located in such a manner as to divide and break up the expanse of paving at strategic points to guide travel flow and directions. Elsewhere, landscaped and open space shall be designed to soften and complement the building site. Required maintenance shall be provided in accordance with the requirements for landscaped areas for residential uses.

(f) *Preservation of open space.* Land designated as common open space and used in meeting open space requirements shall not be separately sold, subdivided or developed. Land designated as common open space in excess of the amount of open space required, may be developed in the future. Open space areas shall be maintained so that their use and enjoyment as open space are not diminished or destroyed. Open space areas may be owned, preserved and maintained as required by this section by any of the following mechanisms or combinations thereof:

- (1) Common ownership of the open space by a homeowners' association which assumes full responsibility for its maintenance.
- (2) Dedication of and acceptance by the county.
- (3) Private ownership with appropriate deed restrictions preventing development and/or subsequent subdivision of the open space land and providing for the maintenance thereof.

Sec. 24-115. - Intensity standards.

- (a) *Definition.* Intensity is a measure of development, designed principally to regulate land use in accordance with the design function and carrying capacity of the road on which it is located.
- (b) *Purposes.* The purposes of this section are to:
 - (1) Relate land use intensity to the design function and carrying capacity of the county's road network.
 - (2) Reduce the cost of road repair and maintenance by prohibiting from residential roads intense uses which would overload and accelerate the deterioration of such roads.
 - (3) Promote the safety and convenience of vehicular traffic.
 - (4) Protect the residential quality of neighborhoods by limiting nonresidential traffic.
 - (5) Promote the safety of neighborhood residents.
- (c) *Road classification.* In order to carry out the purposes of subsection (b) of this section, all roads in the county are hereby classified on the basis of their traffic carrying capabilities, their general function in the circulation system, and the existing land use of abutting properties. The classification system is based on concepts and criteria contained in the Highway Functional Classification Manual, Concepts, Criteria, and Procedures, U.S. Department of Transportation, Federal Highway Administration, July 1974. The manual classifies roads into one of three functional categories:
 - (1) Local;
 - (2) Collector; and
 - (3) Arterial.

Local roads are separated from other types because they generally carry significant volumes of foot and bicycle traffic and are used by children. Therefore, traffic volumes must remain relatively low in order to provide the necessary safety for residential neighborhoods. Collector roads generally form barriers between subdivisions. Their traffic volumes and design speeds are correspondingly greater since their function is to connect major traffic routes. Arterial roads constitute the highway network upon which most traffic must flow. The efficiency of the system requires that arterial roads accommodate traffic at high speeds over considerable distances. For purposes of this section, these functional categories are refined to form a four-road classification system (see Appendix B (section 24-251) for diagram), characterized as follows:

- (1) *Minor local (access) road.* A minor local road is one designed primarily to access abutting properties. This road normally terminates in a cul-de-sac, loop or other turnaround, with no more than two access points.

- (2) *Major local (access) road.* A major local road is one designed primarily to access abutting properties. This road is characterized as one having two or more access points, and receiving traffic from minor local roads.
- (3) *Collector road.* A collector road is one that connects local access roads to the highway systems major and high-speed arterial roads. The collector road provides both land access service and traffic service within residential subdivisions, commercial and industrial areas. Collector roads form barriers between subdivisions and are designed for higher speeds and traffic volumes than major or minor local roads and shall not be designed as cul-de-sac.
- (4) *Arterial road.* An arterial road is one designed to carry through traffic and to carry intra-county traffic. Arterial roads are characterized as having access control, channelized intersections, restricted parking and signalization. The concept of service to abutting land is subordinate to the provision of travel service.
- (d) *Standards.* The following design capacity standards shall govern the intensity of development along all roads in the county:

<i>Road Classification</i>	<i>Maximum ADT*</i>
Minor local road (one access point)	500
Minor local road (two access points)	1,000
Major local road	1,600
Collector road	No maximum
Arterial road	No maximum
*ADT=Average Daily Traffic (trips)	

- (e) *Capacity calculations.* All preliminary certificate of compliance, building permit applications, and other applications affecting minor or major local county roads shall be evaluated on the basis of their traffic generation versus road capacity. To measure the impact of a proposed use, the weekday daily trips shall be calculated using information from the latest edition of Trip Generation, Institute of Transportation Engineers. A weekday traffic count will account for traffic

generated by existing uses, and traffic to be generated by developments that have been approved but not built shall also be added using Trip Generation, Institute of Transportation Engineers.

Where a proposed use will cause the ADT to exceed the maximum set for such county roads by subsection (d) of this section, the applicant shall choose one of these options:

- (1) Present a petition to change the road classification to the development standards manager. The petition shall include sufficient documentation to support the assertion that the road is not currently properly classified. The development standards manager may approve the petition upon approval by the roads and bridges manager. If the petition is denied, the applicant shall choose one of the two remaining options.
 - (2) Adjust the proposed use so that the resulting ADT does not exceed that associated with the subject county road's classification.
 - (3) Improve the subject county road to bring it up to the design standards of the higher classification resulting from the subject development. This improvement must be made along the frontage of the site on the side of the road on which the site is located.
- (f) *Traffic impact studies.* A traffic impact study shall be required for access approval through the state and county encroachment permit process when a development will generate 75 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street (using the latest edition of Trip Generation, Institute of Transportation Engineers). The traffic impact study and subsequent access locations, turning lane and signalization requirements shall follow the South Carolina Department of Transportation Access and Roadside Management Standards, latest edition and any additional requirements set forth by the county. The developer shall be responsible for all costs of the required study, roadway improvements identified in the study, and right-of-way acquisition. The traffic impact study shall be included with the preliminary plat or site plan. Any changes to the traffic study or preliminary plat must be resubmitted to the planning commission. Submission of the study before official application with preliminary plat or site plan is recommended.

The developers or their traffic engineers shall contact the county's principal engineer or his/her designee before beginning the study to obtain the scope and other requirements of the study. The study shall be conducted by a consultant on the county's approved TIS consultant list.

If additional right-of-way not under the control of the developer is required to implement required roadway improvements, the developer shall make a reasonable effort to obtain the necessary right-of-way to perform the recommended improvements, including offering an amount as appraised by a licensed SC real estate appraiser (fair market value). If right-of-way cannot be obtained, the developer is required to make a written request to the county and go back to the planning commission for a waiver if the requirement was part of a planning commission approval. The commission will consider the waiver if the developer provides written documentation that a fair market value offer was offered and not accepted.

(Code 2000, § 38-118; Ord. No. 03-007, § 1, 4-15-2003; Ord. No. 2003-069, § 1a, 1-20-2004; Ord. No. 2006-025, § 2, 8-15-2006; Ord. No. 2011-017, § 1, 7-19-2011; Ord. No. 2017-036, exh. B, 12-5-2017; Ord. No. 2020-034, § 1, 12-15-2020; Ord. No. 2023-007, § 1(Exh. A), 6- 6-2023)

Sec. 24-116. - Impervious surface standards.

- (a) *Definition.* Impervious surfaces are those that do not absorb water. All buildings, parking areas, driveways, roads, sidewalks, and any areas in concrete and asphalt are considered impervious surfaces within this definition. The impervious surface ratio is a measure of the intensity of land use. It is determined by dividing the total area of all impervious surfaces within the site by the base site area.
- (b) *Purpose.* The purpose of impervious surface standards is to reduce the impact of stormwater runoff created by development by requiring on-site permeable areas. Lot line to lot line blacktopping is declared by this section to be an unacceptable practice.
- (c) *Standards.* The following uses shall be limited in the amount of on-site impervious surface areas to be prescribed ratios:

<i>Proposed use</i>	<i>Impervious Surface Area/Site Area</i>
Residential	55%
Commercial/business	80%
Industrial/warehousing/storage	80%
Institutional	65%

(Code 2000, § 38-119; Ord. No. 03-007, § 1, 4-15-2003)

Sec. 24-117. - Setbacks.

- (a) *Definition.* A setback is a required distance between a building or building line and the nearest property line.
- (b)

Purpose. The purpose of setback regulations are to ensure the provision of light and open space between structures, to accommodate future road widenings at the lowest possible cost, and to prevent the crowding of development.

- (c) *Standards.* All buildings and structures, including the expansion of existing buildings and structures, shall meet or exceed the following minimum setback requirements. However, fences and walls shall be allowed along the property line, unless otherwise specified by bufferyard requirements.

	<i>Nonresidential Uses</i>		<i>Residential Uses</i>	
	<i>Principal use</i>	<i>Accessory use</i>	<i>Principal use</i>	<i>Accessory use</i>
Front yard setback				
Local road	30	Note 1	30	30
Collector road	40	Note 1	40	40
Arterial road	50	Note 1	50	40
Side yard setback	15	Note 3	Note 4	Note 5
Rear yard setback	15	Note 3	15	Note 5

Notes:

- (1) Front yard setbacks for the principal use shall apply to accessory uses, except that freestanding sign structures may be located in the required setback area; provided such structures shall be no closer than five feet to any property line.
- (2) Side yard setbacks are required on one side only, except that commercial condominium projects are allowed to share interior property lines; provided that a 20-foot setback shall be required on the end units; further provided that such projects (buildings) shall not exceed 600

feet in length, parallel to the road providing principal access. Where buildings are grouped on the same lot, forming a shopping or business center, a 20-foot side yard setback shall be required on each end of the project.

- (3) Accessory uses may be located in the required setback area, but not in any required bufferyard.
- (4) a. For single mobile home dwellings, a five-foot setback shall be required on both sides.
 - b. 1. For duplexes and twin homes a setback shall be required on both sides as outlined in subdivision regulations in article III.
 - 2. For townhouses, there shall be no minimum between units, but a 15 foot setback shall be required between the end unit and the exterior project property line and between buildings on the project site. No more than 16 units may be attached.

For patio homes, an eight-foot setback shall be required on one side only, and between the end unit and the exterior project property line.
 - 3. For twin homes the setback shall be required on the opposite side of the common wall which splits the home. Each lot on each side of the twin home shall meet the minimum lot sizes and dimensions, of the subdivision regulations in article III.
 - 4. For multifamily and attached single family dwellings not covered above, a 25-foot setback shall be required between the exterior unit(s) and the exterior project property line, and between buildings on the project site.
- (5) a. Accessory buildings, tennis courts, swimming pools, and other structures may be located within the required setback area; provided said uses shall be located no closer than three feet to the property line. If located in the setback area, buildings and other structures shall not exceed one story or 15 feet in height, nor 600 square feet in gross floor area, and shall occupy no more than 30 percent of the required setback area.
 - b. Satellite dishes, ham radio towers and conventional TV antennas shall observe the minimum building setback line for the principal building to which they are accessory.
 - c. Kennels and pens may be located within the required setback area; provided the adjacent use is not residential. If the adjacent use is residential, these uses shall observe the minimum building setback line for the principal building to which they are accessory.
- (d) *Measurements.* Required setbacks shall be measured from the nearest property line perpendicular to the building line. Where the property line extends to the center of a road, the measurement shall be made from the road right-of-way line.
- (e) *Modifications.* The following modifications shall apply where applicable:
 - (1) Whenever more than one main building or structure is to be located on a lot, the required setback shall be maintained around the group of buildings.

- (2) Where a lot fronts on two nonintersecting roads, or two intersecting roads forming an angle of 60 degrees or less, front yard setbacks shall be provided on both roads.
- (3) For corner lots a front yard setback shall be required on the road of higher classification ranked in the following order: (1) arterial, (2) collector, (3) local; or in the case of two equally classified roads, the road having the higher traffic volume. A second front yard setback of one-half the depth shall be provided on the lower classified road or the one having the lower traffic volume.
- (4) Notwithstanding the front yard setbacks of this section, the front building line of any proposed building may be as close to the road as the average front building line of the buildings fronting on the same block and within 200 feet of the proposed use.
- (f) *Projections into setback (yard) area.* The following shall be permitted to project into the required setback area:
 - (1) Eaves, chimneys, cornices, gutters, and other minor architectural features projecting less than 24 inches from the main building.
 - (2) Unenclosed steps not extending above the first floor level and not closer than three feet to a property line.
 - (3) Retaining wall of any necessary height, but not closer than 18 inches to a road line.
 - (4) A protective hood or overhang over a doorway may extend not more than five feet into the required minimum setback area.
- (g) *Setbacks at road and driveway intersections.* Where a driveway intersects a road, or a road intersects another road, any and all buildings, structures, or hedges shall be set back a sufficient distance from such intersection to assure visual clearance. However, structures or hedges less than 2½ feet in height, structures (poles) less than 12 inches in diameter, and freestanding signs at least nine feet above ground, may be permitted in such visual clearance areas.
- (h) All driveways and parking areas shall be located at least three feet from any property line, except the property line(s) where they intersect with a road.

(Code 2000, § 38-120; Ord. No. 03-007, § 1, 4-15-2003; Ord. No. 2021-012, § 1(Exh. A), 3-16-2021)

Sec. 24-118. - Building height standards.

- (a) *Definition.* Building height means the vertical distance of a building measured from the average elevation of the finished grade within 20 feet of the building to the highest point of the roof.
- (b) *Purpose.* Building height standards are designed to reduce or eliminate potential conflict between airport operations and surrounding development, and to ensure compatibility of scale in and around low-density, single-family neighborhoods.
- (c)

Standards. Where a building or structure of 30 or more feet is proposed for a site, the building or structure shall set back from every minimum building or setback line an additional distance equal to one foot in horizontal distance for each one foot in additional vertical distance (building height). Initially, a 30-foot rise is permitted at and perpendicular to the building line. As the building or structure increases in height, it must distance itself from the (minimum) building line at the same rate of increase (1 to 1) (see appendix C (section 24-252)). This prevents high-rise structures from crowding out light and air and infringing on the rights of adjacent residents and property owners.

- (d) *Restrictions of towers.* No cell tower, transmission tower, water tower, utility tower or radio tower shall be located within a horizontal distance equal to 100 percent of its vertical height for guyed towers and 50 percent of its vertical height for self-supporting or internally collapsing towers (the "fall down areas") from any road, dwelling, or property line, nor may any dwelling or road be built within the fall down area of any existing tower.

(Code 2000, § 38-121; Ord. No. 03-007, § 1, 4-15-2003)

Sec. 24-119. - Bufferyards.

- (a) *Purpose.* The purpose of the bufferyard is to ameliorate nuisances between adjacent land use, and promote compatibility. Additionally, the bufferyard offers the developer several options, each of which is calculated to buffer to an equivalent degree through distance (setbacks) and/or density (mass). The unique feature of the bufferyard is that it is flexible. It may vary in distance and density based on what is proposed, what is existing on the adjacent property, and the type of bufferyard selected from one of the six prescribed options shown on appendix D (section 24-253).
- (b) *Definition.* A bufferyard is an area within a parcel, together with plantings, fences, berms, walls, and other screening devices required thereon.
- (c) *Location of bufferyards.* Bufferyards shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. Bufferyards shall not be located on any portion of an existing public or private road or right-of-way, however, they may occupy part or all of any front, side or rear yard setback required by article III of this chapter. Where required, bufferyards and/or bufferyard structures shall be developed as an integral part of the proposed use.
- (d) *Determination of bufferyard requirements.* To determine the bufferyard required between two adjacent parcels, the following procedure shall be followed:
 - (1) Identify the proposed land use.
 - (2) Identify the use of parcels adjacent to the proposed use.
 - (3) Determine the bufferyard required on each boundary (or segment thereof) of the proposed land use by referring to the table of bufferyard requirements in appendix E (section 24-254), and illustrations contained in this section which specify the bufferyard options between a

proposed use and the existing adjacent use. Where an existing use includes undeveloped land, the bufferyard requirements of this section shall apply only to that segment of the property line separating the two uses.

Note— The number designation contained in the table in appendix E refers to the type of bufferyard specified by the illustrations contained in this section.

(e) *Bufferyard specifications.*

- (1) The illustrations contained on appendix F (section 24-255) specify the type and quantity of plant materials required by each bufferyard. The requirements are stated in terms of the width of the bufferyard and the number of plants required per 100 feet of bufferyard. The requirements of a bufferyard may be satisfied by any one of the options illustrated. Each illustration depicts the total bufferyard required between two uses. Whenever a wall, fence or berm is required within a bufferyard, these are shown as structures in the illustrations in the ordinance from which this section is derived wherein their respective specifications also are shown.
- (2) The exact placement of required plants shall be the decision of the developer, except that evergreen (or conifer) plant materials shall be planted in clusters rather than singly in order to maximize their chances of survival and increase screening. All bufferyard areas shall be seeded with lawn grass or suitable ground cover. All bufferyards shall be installed and approved prior to issuance of a final certificate of compliance for the project. Alternatively, where weather conditions prohibit completion of bufferyards, a letter of credit in favor of the county in an amount equal to 125 percent of the estimated cost of landscaping of the bufferyard(s), based on the estimate of an established nursery or licensed landscape architect, may be filed with the county. The letter of credit must be valid for a period of not less than one year. In the event the owner/developer fails to complete landscaping of all required bufferyards within six months of the date of issuance of the final certificate of compliance, the county may complete installation of the bufferyard(s) and apply the letter of credit against the costs involved with said work.

- (f) *Minimum plant size.* Plants shall be sufficiently sized to ensure buffering and screening at the time of installation. Where the bufferyard illustrations indicate a mass or line of plants paralleling the length of the property line, the plant materials shall be sufficiently sized to ensure obscurity at the time of installation. However, seedling plants may be used where berms or structures are required as part of the bufferyard. The table contained in appendix F (section 24-255) shall serve as a guide for determining minimum plant size.

(g) *Bufferyard substitutions.*

- (1) Evergreen canopy or evergreen understory trees may be substituted as follows:
 - a.

In the case of deciduous canopy forest trees, up to a maximum of 50 percent of the total number of canopy trees otherwise required.

b. Evergreen canopy or evergreen understory trees may be substituted for deciduous understory trees and deciduous shrubs, without limitations.

(2) In all bufferyards, evergreen or conifer shrubs may be substituted for deciduous shrubs without limitation.

(3) Any existing plant material which otherwise satisfies the requirements of this section may be counted toward satisfying all such requirements.

(4) Structures, where required, may be substituted with approval of the administrative official.

(5) Where, owing to existing land use, lot sizes, or configurations, topography or circumstances peculiar to a given piece of property, the bufferyard requirements of this section cannot reasonably be met, the developer may request and the planning commission staff may approve the substitution of appropriate screening, in the way of a fence or wall structure, illustrated by this section, along the property line of the proposed use.

(6) Where required by the bufferyard illustrations, berms may be substituted for more intense plantings, by increasing the plant unit multiplier by 0.25.

(h) *Outside storage on nonresidential lots.* Any proposed commercial, industrial or other nonresidential use with over 500 square feet of outside storage area for materials to be sold, salvaged, stored and the like shall install a Class 6 bufferyard around the outside storage area. Other uses on the site, if any, shall carry the appropriate bufferyard classification specified by the table of bufferyard requirements at the end of this section.

(i) *Containers and dumpsters.* All exterior garbage containers and dumpsters, except those used on a temporary basis during construction or those with a capacity of less than four cubic yards, shall be screened on at least three sides by an F3 or F4 fence or wall (see appendix F ([section 24-255](#))), intensive landscaping, or other suitable opaque enclosure. The average height of the enclosure shall be at least one foot higher than the height of the container, but shall not be required to exceed eight feet in height. The open end of any such enclosure shall not face the road upon which the use fronts.

(j) *Fences and walls; appearance.* All fences and walls used as part of the bufferyard requirements must have a finished side that is facing adjoining property. The interior side of the fence or wall may be finished as the owner deems appropriate.

(k) *Berms.* Where required, berms may be located anywhere within the bufferyard, provided they parallel the property line.

(l) *Use of bufferyards.* A bufferyard may be used for passive recreation; however, no plant material may be removed. All other uses are prohibited.

(m)

Required maintenance. The maintenance of required bufferyards shall be the responsibility of the property owner. All bufferyards shall be properly maintained so as to ensure continued buffering. Failure to do so is a violation of this article, and may be remedied in the manner prescribed for other violations.

- (n) *Transition bufferyards.* Where any commercial or industrial use is to be located within 2,000 feet of any residential use and is in full view from said residential use, a Type II bufferyard shall be installed along the building line or any side lot line to obstruct said view from the residential use. In the event changes of elevation between said uses necessitate placement of the bufferyard at or near the highest point between the uses to obstruct the view, the bufferyard shall be placed at the highest point feasible (see appendix G (section 24-256)).

(Code 2000, § 38-122; Ord. No. 03-007, § 1, 4-15-2003)

Secs. 24-120—24-136. - Reserved.



April 23, 2026

Via E-Mail

Max Kovtoun
Prestwick Companies

**RE: Availability of water service for:
1200 Salem Church Road
Anderson, SC 29625**

Dear Mr. Kovtoun:

This letter is for your use only and may not be used for SCDES construction permit purposes. Actual availability is contingent upon payment of capacity fees.

Please be advised that Electric City Utilities/City of Anderson is willing and able to provide water service to a 54-unit multifamily project on the above-referenced properties. Service can be provided from the following existing service(s): **a 12" main located along Salem Church Road.** Please consider that, while the 12" main is accessible and within 500 ft of the property line for this project, an extension may be necessary to serve the property and would be at the expense of the developer.

Said service will be provided in accordance with Electric City Utilities/City of Anderson policies and procedures, and our prevailing Rules, Regulations and Rates. Following a final inspection and SCDHEC permit to operate (if applicable), Electric City Utilities/City of Anderson will own, operate, and maintain the water system.

Should you have any questions, please give me a call at (864) 231-5230. We appreciate the opportunity to be of service to you.

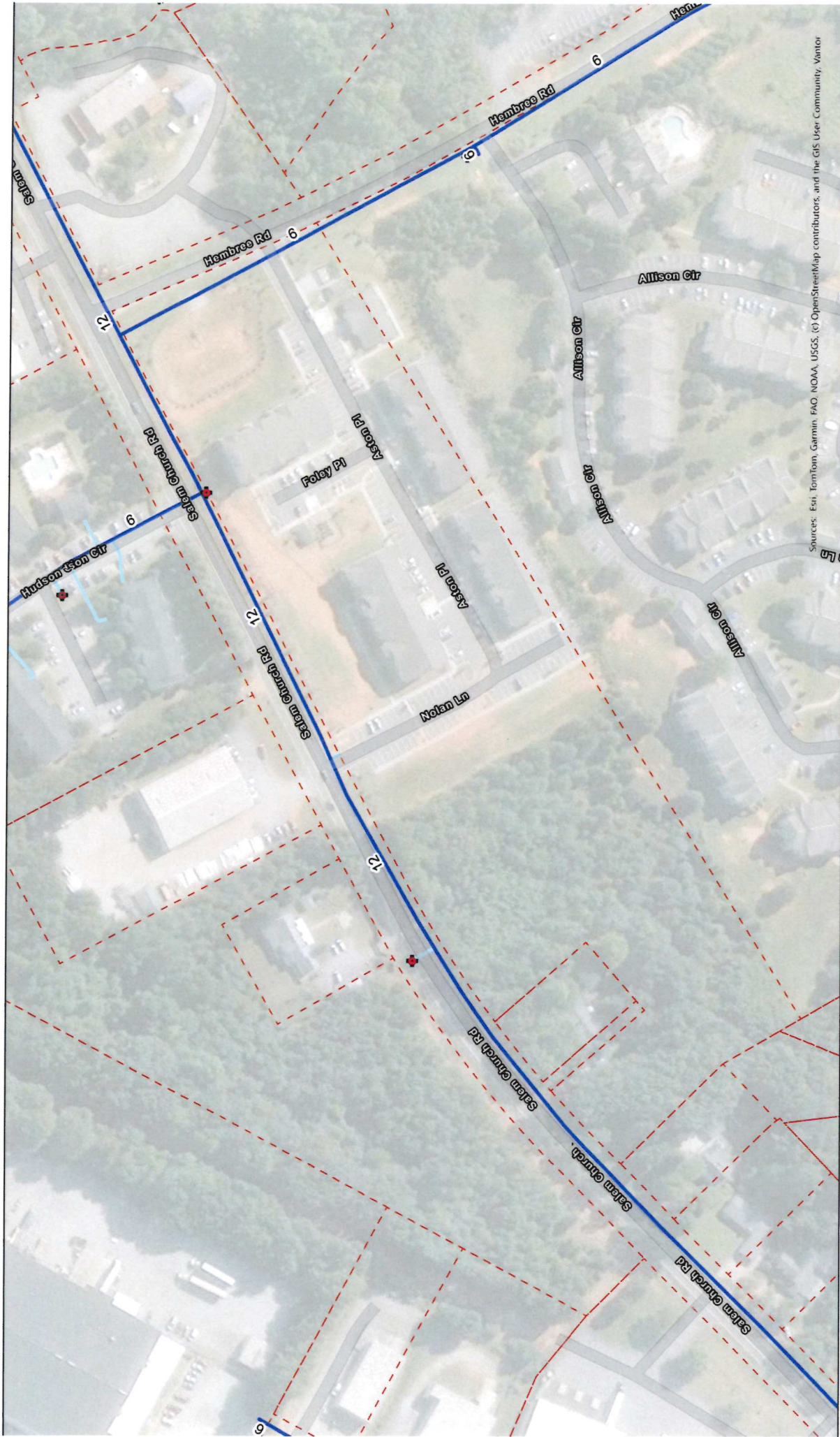
Sincerely,

City of Anderson

A handwritten signature in black ink that reads "T. Scott Banks".

T. Scott Banks, P.E.
Utilities Director

314 Tribble Street
Anderson, SC 29625
(864) 231-5230



The map and data provided by this site are prepared by the City of Anderson GIS Department. The City of Anderson makes no warranty, representation or guarantee as to the content, accuracy or timeliness of the information provided herein. Users of this information should consult the City of Anderson GIS Department for more information. The City of Anderson assumes no liability for any errors, omissions or inaccuracies in the information provided regardless of how caused, or for any decision made or action taken by any person in reliance upon any information or data furnished herein.

WATER MAINS



April 23, 2026

RE: TMS# 1210002004

Dear Sirs,

Anderson County does have sewer infrastructure in the area. Easements from private property owners may be required to access the county's sewer infrastructure, please see enclosed map.

Anderson County is providing this sewer infrastructure information for planning purposes only. Anderson County does not guarantee sewer access. Capacity in the sewer system is not guaranteed until all fees are paid and all paperwork for the construction permit is submitted.

If you have any questions or need any additional information, give me a call at (864) 260-4023.

Sincerely,

Timothy A Haynes
Engineer

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

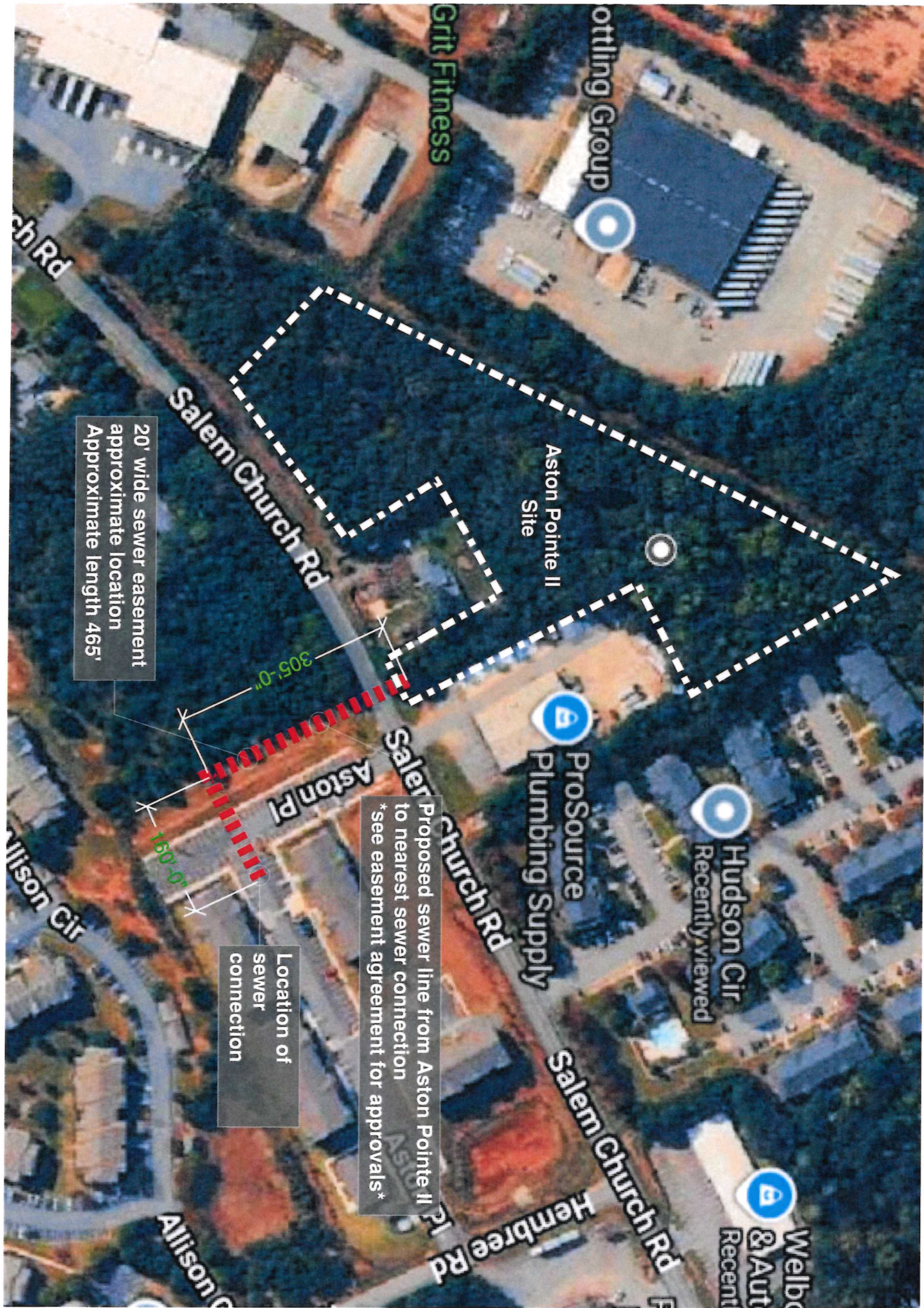
Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee D. Watts
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



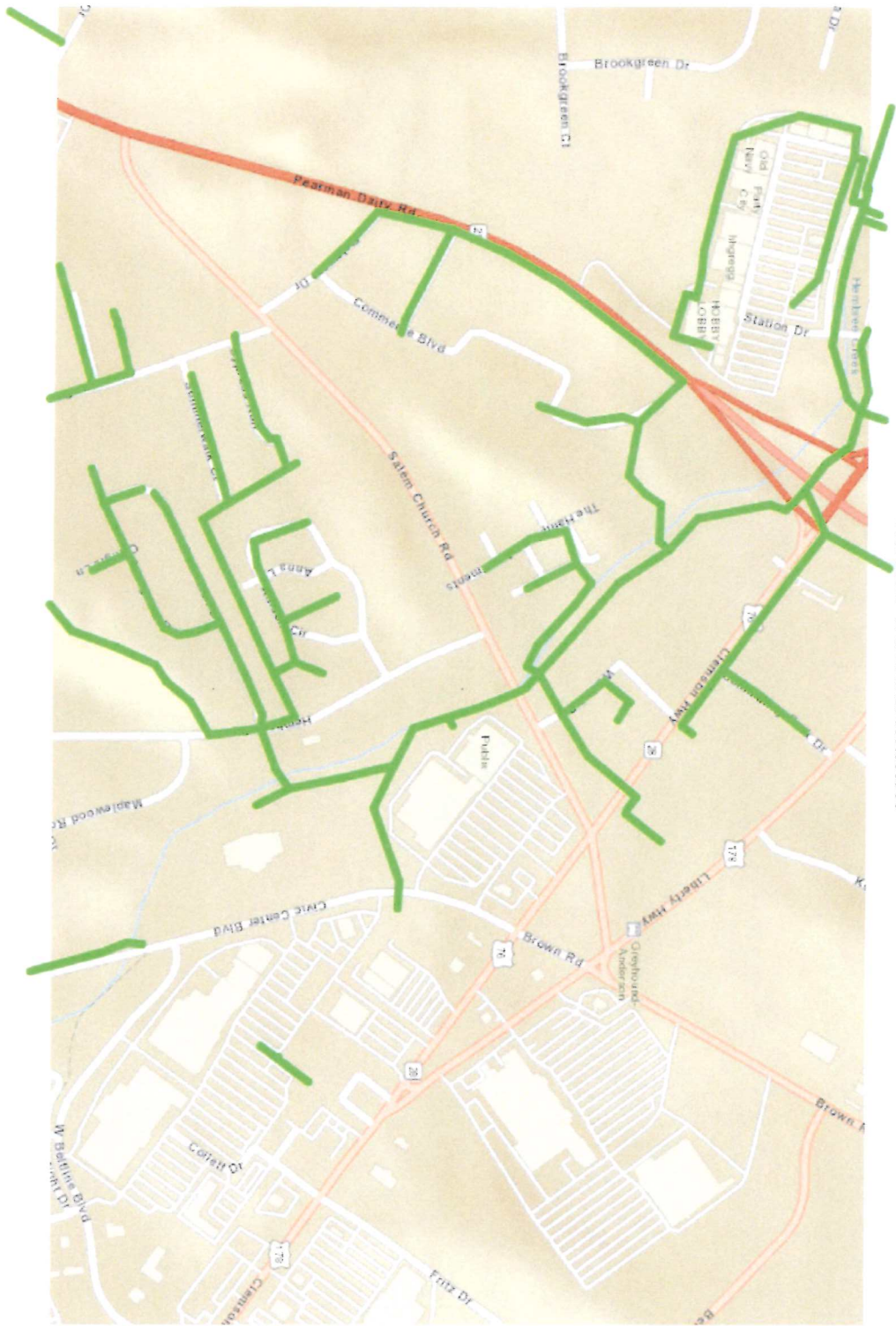
20' wide sewer easement
approximate location
Approximate length 465'

Location of
sewer
connection

Proposed sewer line from Aston Pointe II
to nearest sewer connection
see easement agreement for approvals

sewer infrastructure

sewer infrastructure



After recording return to:

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this "**Agreement**") is made effective as of 13th May, 2020, by and between ASTON POINTE, LP, a Georgia limited partnership ("**Grantor**") and ASTON POINTE II, LP, a Georgia limited partnership ("**Grantee**").

BACKGROUND:

WHEREAS, Grantor is the owner of that certain tract of land located in Anderson, South Carolina, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Grantor Property**").

WHEREAS, Grantee is the owner of that certain tract of land located in Anderson, South Carolina, more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "**Grantee Property**"), which is directly and immediately adjacent to the Grantor Property.

WHEREAS, the Grantor desires to grant, and Grantee desires to accept, a sanitary sewer easement through, on and across the Grantor Property in the location as more specifically set forth herein, for the purpose of installing, operating, using, and maintain a sanitary sewer line in such area.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easements. Grantor hereby grants and conveys to Grantee for the benefit of and as an appurtenance to the Grantee Property and the use thereof by the Grantee, a

perpetual, non-exclusive twenty foot (20') wide sanitary sewer easement (the "**Sewer Easement**") solely for the purpose of accessing, operating, using and maintaining an underground sanitary sewer line (the "**Sewer Line**") to be installed by Grantee specifically in the area of the Grantor Property as shown on Exhibit C attached hereto (the "**Easement Area**"). Grantee shall have the right to tap into and connect into the existing sanitary sewer line located on the Grantor Property (the "**Existing Line**") at the location where the Existing Line meets the northern most boundary of the Easement Area. All costs and expenses in any way related to the design and installation of the Sewer Line shall be borne solely by Grantee.

2. Maintenance of Sewer Easement. After the installation of the Sewer Line, Grantee shall be responsible for repairing, cleaning and maintaining in good repair and condition the Sewer Line, at Grantee's sole cost and expense. Grantee hereby agrees that any work undertaken by Grantee, or on behalf of Grantee, in the repair, cleaning and maintenance of the Sewer Line shall be performed so as not to unreasonably interfere with, or disrupt, the access to, use, occupancy or enjoyment of the Grantor Property. Grantee shall be notify Grantor in writing not less than thirty (30) days prior to commencement of any such repair, cleaning and maintenance. Grantee, at its sole cost and expense, shall comply with all governmental, quasi-governmental or private laws, ordinances, covenants, restrictions, rules and regulations pertaining to the repair, cleaning and maintenance of the Sewer Line and granting of the Sewer Easement, the corresponding easements or the use thereof.

3. Reservation of Rights; Relocation; Public Dedication.

(a) Grantee acknowledges and agrees that Grantor may temporarily disconnect or close the Sewer Line for reasonable periods of time in connection with Grantor's maintenance and repair of the Existing Line, and Grantor's right to relocate or modify the Sewer Easement and Sewer Line; provided, however, Grantor shall coordinate any closure of the Sewer Line with the Grantee so as to minimize, to the extent practicable, any interruption to the businesses located and/or operating on the Grantee Property.

(b) Grantor may relocate or modify any portion of the Sewer Line on the Grantor Property, so long as (i) the capacity of Sewer Line is not reduced, (ii) the construction specifications for the relocated or modified Sewer Line are the same or greater quality as the construction specifications of the then-existing Sewer Line, (iii) the service provided by such Sewer Line is not terminated until the relocated or modified Sewer Line is functioning at full capacity.

(c) Grantee further acknowledges and agrees that Grantor reserves the right to dedicate all or any portion of the Sewer Easement and Sewer Line to the applicable governmental authority and that upon any such dedication of any portion of the Sewer Line benefiting the Grantee Property, the Sewer Easement under this Agreement shall automatically terminate and all obligations of the Grantor. Grantee agrees that upon request of the Grantor, Grantee will join in an instrument in favor of the applicable

governmental authority for the purpose of dedicating the Sewer Line and Sewer Easement as may be required by such applicable governmental authority.

4. Indemnity; Insurance.

(a) Grantee (including its successors and assigns, the “**Indemnitor**”) covenants and agrees to indemnify and hold harmless Grantor (including its successors and assigns, the “**Indemnitee**”) from and against (a) all claims, actions, demands, costs and expenses (including reasonable attorneys’ fees) or any injury to or death of persons or damage to property which arise out of the use by the Indemnitor or its tenants, licensees, contractors, agents, servants or employees of the easement granted by this Agreement except for claims caused by the gross negligence or willful act or omission of the Indemnitee; and (b) all costs, liabilities, expenses, damages, suits, penalties, claims and demands (including actual attorneys’ fees and costs incurred) resulting from any mechanics, materialmen’s or similar claims for liens which arise out of the use by the Indemnitor or its tenants, licensees, contractors, agents, servants or employees of any of the easement granted by this Agreement.

(b) From the completion of the installation of the Sewer Line until the completion thereof, and at any time Grantee, its agents or contractors enter upon the Easement Area, Grantee shall maintain commercial general liability insurance naming Grantor as an additional insured and providing coverage with a combined bodily injury, death and property damage limit of no less than One Million Dollars (\$1,000,000.00) per occurrence. All such insurance policies procured and maintained pursuant to this Section shall be carried with companies licensed to do business in the State of South Carolina.

5. Running with the Land. The easement and covenants created in this Agreement and the covenants, rights, privileges, benefits, duties, obligations, liabilities, liens and encumbrances created under this Agreement shall run with the land, shall burden the Grantor Property and benefit the Grantee Property, and shall be binding upon Grantor and Grantee as set forth in this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors-in-interest and assignees.

7. No Dedication to the Public. The easement created herein is solely for the benefit of Grantee and for the use of its respective successors, tenants and assigns, is private and is not intended to grant any rights to the public.

8. Authorization of Grantor. Grantor hereby represents and warrants the following:

(i) The person executing this Agreement on behalf of Grantor has all requisite power and authority to bind Grantor pursuant to this Agreement and enter into this Agreement.

(ii) This Agreement has been duly executed and delivered by Grantor and constitutes a legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with the terms of this Agreement.

9. Authorization of Grantee. Grantee hereby represents and warrants the following:

(i) The person executing this Agreement on behalf of Grantee has all requisite power and authority to bind Grantee pursuant to this Agreement and enter into this Agreement.

(ii) This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms of this Agreement.

10. Notice Addresses. Any notice, request, demand, instruction or other communication to be given to any party under this Agreement shall be in writing, and shall be deemed to be delivered, whether actually received or not, upon (a) personal delivery by courier (including overnight delivery service such as Federal Express), or (b) on the third (3rd) day after deposit of the original in a regularly maintained official depository of the United States Mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested to the addresses of Grantor and Grantee as listed in the Real Property Records of Anderson County, South Carolina, except that the addresses of Grantor and Grantee are as set forth below:

Grantor: Aston Pointe, LP
c/o Prestwick Companies, LLC
3715 Northside Parkway NW, Bldg. 200, Ste. 175
Atlanta, Georgia 30327

Grantee: Aston Pointe II, LP
c/o Prestwick Companies, LLC
3715 Northside Parkway NW, Bldg. 200, Ste. 175
Atlanta, Georgia 30327

Grantee and Grantee may change the name and address of the designee to whom their notice shall be sent by giving written notice of such change to the other in the manner above provided, at least ten (10) days prior to the effective date of such notice.

11. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. No Partnership or Joint Venture. Nothing in this Agreement shall be construed to make Grantor and Grantee partners or joint venturers or render any of such persons or entity liable for the debts and obligations of any other such persons or entity.

13. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of South Carolina, or any applicable political subdivision hereof, without regard to principles of conflict of laws.

14. Multiple Counterparts. This Agreement may be executed and delivered in multiple counterparts, all of which taken together shall be one and the same instrument binding against all parties when all have so executed and delivered.

15. Recordation. Grantor and Grantee hereby agree that this Agreement shall be recorded in the Real Property Records of Anderson County, South Carolina.

16. Amendment. This Agreement and the rights, privileges and benefits arising hereunder or pursuant hereto may be released, terminated, modified, amended or waived only with the written consent of all of the Grantor and Grantee.

[Signatures set forth on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed effective as of the date set forth above.

WITNESSETH:

#1

Print Name: Casey Craven

#2

Print Name: Sarah K Niemann

GRANTOR:

ASTON POINTE, LP, a Georgia limited Partnership

By: Aston Pointe Family I GP, LLC,
a Georgia limited liability company,
its General Partner

By: Prestwick Aston Pointe Family I GP,
LLC, a Georgia limited liability company,
its Manager

By:

Name: Wiley A. Tucker, III

Title: Co-Manager

STATE OF GEORGIA

COUNTY OF Cobb

)

)

)

ACKNOWLEDGMENT

I, Maxim I Kovtoun, a notary public for the State of Georgia, do hereby certify that Wiley A. Tucker III, as Co-Manager of Prestwick Aston Pointe Family I GP, LLC, a Georgia limited liability company, the Manager of Aston Pointe Family I GP, LLC, a Georgia limited liability company, the General Partner of Aston Pointe, LP, a Georgia limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14th day of May, 2026.

[Signature] (SEAL)

Signature of Notary Public

My Commission Expires: July 24, 2026

[AFFIX OFFICIAL NOTARY SEAL HERE]

[Signatures continue on next page]



WITNESSETH:

#1

Print Name: Casper Craven

#2

Print Name: Sarah K Niemann

GRANTEE:

ASTON POINTE II, LP, a Georgia limited Partnership

By: Aston Pointe II GP, LLC,
a Georgia limited liability company,
its General Partner

By: Prestwick Aston Pointe II GP,
LLC, a Georgia limited liability company,
its Manager

By:

Name:

Title: Co-Manager

STATE OF GEORGIA

COUNTY OF Cobb

)

)

ACKNOWLEDGMENT

I, Maxim I Kovtoun, a notary public for the State of Georgia, do hereby certify that Wiley A. Tucker III, as Co-Manager of Prestwick Aston Pointe II GP, LLC, a Georgia limited liability company, the Manager of Aston Pointe I I GP, LLC, a Georgia limited liability company, the General Partner of Aston Pointe II, LP, a Georgia limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14th day of May, 2026.

[Signature] (SEAL)

Signature of Notary Public

My Commission Expires: July 24, 2026

[AFFIX OFFICIAL NOTARY SEAL HERE]

]

[End of signatures]



EXHIBIT A

Legal Description of Grantor Property

ALL THAT TRACT or parcel of land lying and being in Anderson County, State of South Carolina and being shown as Tract 1, containing 10.659 acres on that certain plat of survey entitled "Boundary Survey for Walden Oaks Apartments, LLC" prepared by 3D Land Surveying, Inc., certified by David M. Moody, S.C. P.L.S. No. 22746, dated July 13, 2011, which plat is recorded at **Plat Book** 51920, **Page** 8, Office of the Register of Deeds for Anderson County, South Carolina, and which plat is incorporated herein by reference for a more complete description of the Property.

EXHIBIT B

Legal Description of Grantee Property

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Anderson, and Pendleton Township, containing 28.23 acres, more or less, and being the southernmost portion of Tract "A", containing 46.54 acres as shown on that certain plat prepared by Robert R. Spearman, SCRLS No. 3615, dated May 29, 1986 and recorded on July 7, 1986, in the Office of the Clerk of Court for Anderson County, SC in Plat Book 95 at Page 759. Said tract being bound on the North by Lot No. Nine (9) as shown in Anderson County Plat Book 95 at Page 801, Lot No. Eleven (11) as shown in Plat Book 100 at Page 649, and Lot No. Twelve (12) as shown in Plat Book 109 at Page 337; a fifty foot (50') right of way intervening; on the east by that portion of U.S. Highway No. 76 and Lot Nos. Two (2), Three (3), Four (4), and Five (5) as shown in Anderson County Plat Book 95 at Page 801; on the south by Three & Twenty Creek; and on the west by South Carolina Highway No. S-4-162.

TMS#042-00-06-002

It is the intent of this conveyance that all the right, title and interest contained herein to that certain 48.54 acres lying east of Highway 76, north of Six and Twenty Creek and South of Highway S-4-162 as shown on said plat above described in Plat Book 95 at Page 759.

This is the same property conveyed unto W. Richard McClellion by deed of Jerry A. Meehan dated October 21, 2005 and recorded on December 14, 2005 in the Office of the Register of Deeds for Anderson County in Deed Book 7110 at Page 223.

AND ALSO: All that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, Garvin Township, containing 18.32 acres, more or less, and being shown as Tract A on that certain plat prepared by Farmer & Simpson Engineers, dated November 30, 1981, of record in the Office of the Clerk of Court for Anderson County, SC In Plat Book 88 at Page 773, said tract of land having the metes and bounds, courses and distances as upon said plat appear and being incorporated herein by reference thereto.

TMS#093-00-03-011 and 093-00-03-012

AND ALSO: All those certain pieces, parcels or lots of land situate, lying and being in the County of Anderson, State of South Carolina Garvin Township, being more particularly shown as Lots 44B and 45A on that certain plat prepared by Robert R. Spearman, dated March 12, 1984, of record in the Office of the Clerk of Court for Anderson County, SC in Plat Book 91 at Page 367, said lots of land having the metes, bounds, courses and distances as upon said plat appear and being incorporated herein by reference thereto.

TMS#093-10-01-005

This is the same property conveyed unto W. Richard McClellion by deed of Jerry A. Meehan dated March 20, 2002 and recorded on March 22, 2002 in the Office of the Register of Deeds for Anderson County in Deed Book 4666 at Page 22.

AND ALSO: All that certain piece, parcel or lot of land situate, lying and being in the County of Anderson, State of South Carolina, Centerville Township containing 15 acres, more or less, and being the Northernmost portion of a 22.4 acre tract of land as shown in a plat prepared by David N. Simpson, SCRLS No. 1684, of Farmer & Simpson Engineers, , dated June 26, 1980 and recorded in the Office of the Clerk of Court for Anderson County in Plat book 187 at Page 303. Said 15 acres, more or less, having the following courses and distances beginning at a point in the center of Hembree Creek, said point being shown as Point A on a Plat prepared by Joseph A. Nehme, SCRLS No. 10507, of American Surveying Company dated November 19, 1993 and recorded in the Office of the Clerk of Court for Anderson County in Plat Slide 461 at Page 8-A, running thence S 62°41'30" W 219.9 feet to an iron pin corner, running thence 62°41'30" E 100 feet to an iron pin corner, running thence S 27°12'00" E 167 feet to a point on the right-of-way of SC Road No. S-61, running said point being 393.8 feet from the center line of a bridge over Hembree Creek on Salem Church Road, running thence along the right-of-way of Salem Church Road S 62°38'00" W 415.2 feet to an iron pin, running thence S 62-43-00 E 425 feet to a point on the right-of-way of SC Road No. 4-61, running thence in a Northwesterly direction to an iron pin situate at the common corner of the Grantor herein and Refresh Mark, Inc. and referred to as one-half rebar on the above referred to plat, running thence 29°10'30" E 491.04 feet to an iron pin, running thence North 29°14'00" E 220.09 feet to an iron pin, running thence North 29°13'30" to a point in the center line of Hembree Creek, running thence along the mirandarine of Hembree Creek to the point of beginning. Said property being bounded on the Northeast by various owners, Hembree Creek intervening, on the South by lands now or formerly of John R. . Bernhardt and W. Larry Vaughn and SC Road No. S-4-61, being bound on the Southwest by other lands of the Grantor herein and on the Northwest by lands now or formerly of Commercial Center Associates, Inc.

TMS#121-00-02-004

This is the same property conveyed unto W. Richard McClellion by deed of North Hills of SC, LP dated May 25, 1977 and recorded on September 26, 1977 in the Office of the Register of Deeds for Anderson County in Deed Book 2743 at Page 249.

AND ALSO: All those certain pieces, parcels or lots of land situate, lying and being in the County of Anderson, State of South Carolina, being shown and depicted as Lot Number One (1) and Lot Number Two (2), as shown on that certain plat prepared by M.C. Glenn, SCRLS, dated June 5, 1950 and recorded in the Office of the Clerk of Court for Anderson County, SC in Plat Book 28 at Page 033, said tract of land having the metes and bounds, courses and distances as upon said plat appear and being incorporated herein by reference thereto. Said lots being bounded in the aggregate on the Northeast by Lot Number Three (3) as shown on said plat, on the Southeast by property now or formerly of William B. Poole, on the Southwest by property now or formerly of Prevost and on the Northwest by property now or formerly of Mary D. Thornton as shown on said plat.

TMS#121-03-03-009

This is the same property conveyed unto W. Richard McClellion by deed of Jerry A. Meehan dated June 18, 2002 and recorded on August 19, 2002 in the Office of the Register of Deeds for Anderson County in Deed Book 4912 at Page 68.

AND ALSO: All those certain pieces, parcels or lots of land situate, lying and being in the City of Anderson, County of Anderson, State of South Carolina, being shown and described as Parcel "3", containing 0.49 acres, more or less, Parcel "4", containing 0.461 acre and Parcel "5", containing 0.346 acre as shown on a plat by John R. Long, SCRLS, dated August 1, 2005, of record in the Anderson County Register of Deeds in Plat book/Slide 1556, at Page 2-B and having the metes and bounds, courses and distances as upon said plat appear which are incorporated herein by reference and made a part hereof.

TMS#121-07-03-024 and TMS#121-07-03-025

This is the same property conveyed unto W. Richard McClellion by deed of Linda Lockaby, Johnnie M. Edwards, Deborah Lynn Sloan, John Robert Cochran, Victor Meredith Edwards, III and Sara Caroline Edwards dated August 23, 2005 and recorded on August 29, 2005 in the Office of the Register of Deeds for Anderson County in Deed Book 6922 at Page 057.

AND ALSO: All that certain piece, parcel or tract of land situate, lying and being in Broadway Township, County of Anderson, State of South Carolina, containing 8.33 acres, more or less, being more particularly shown and described as Tract One on that certain plat prepared by J. Don Lee, SCRLS #2079, dated May 18, 1998 and recorded on May 20, 1998 in the Office of the Clerk of Court for Anderson County in Plat Slide 889 at Page 2B, said tract of land having the metes and bounds, courses and distance as upon said plat appear which is incorporated herein by reference thereto. For a more complete and accurate description refer to the above referenced plat.

TMS# 199-00-01-021

AND ALSO: All that certain piece, parcel or tract of land situate, lying and being in Broadway Township, County of Anderson, State of south Carolina, containing 6.53 acres, more or less, being more particularly shown and described as Tract Two on that certain plat prepared by J. Don Lee, SCRLS #2079, dated May 18, 1998 and recorded on May 20, 1998 in the Office of the Clerk of Court for Anderson County in Plat Slide 889 at Page 2B, said tract of land having the metes, bounds, courses and distances as upon said plat appear which is incorporated herein by reference thereto. For a more complete and accurate description refer to the above referenced plat. **LESS AND EXCEPT:** however, that certain tract containing 2.00 acres, more or less, conveyed unto David L. Webb, of record in the aforesaid Clerk's Office in Records Book 5919 at Page 202, and shown on Plat book 115 at Page 786.

TMS# 199-00-01-022

This is the same property conveyed unto W. Richard McClellion by deed of John A. Cox dated May 6, 2004 and recorded on June 22, 2004 in the Office of the Register of Deeds for Anderson County in Deed Book 6224 at Page 247.

AND ALSO: All those certain pieces, parcels or lots of land situate, lying and being in Williamston Township, County of Anderson, State of South Carolina, designated as Lot Number Thirty-three (33), Thirty-four (34) and part of Lot Thirty-five (35), as shown on that certain plat prepared by Farmer & Simpson Engineers, dated June 5, 1998, of record in the Office of the clerk of Court for Anderson County, South Carolina in Plat Slide 898 at Page 6A, said lots of land having the metes, bounds, courses and distances as upon said plat appear which is incorporated herein by reference thereto. For a more complete and accurate description refer to the above referenced plat.

TMS# 221-06-04-003

This is the same property conveyed unto W. Richard McClellion by deed of Vernon Todd Dillashaw and Jeffrey W. Turner dated April 7, 2004 and recorded on April 27, 2004 in the Office of the Register of Deeds for Anderson County in Deed Book 6124 at Page 307.

AND ALSO: All that certain piece, parcel or tract of land situate, lying and being in Pendleton Township, Anderson County, State of South Carolina, being shown and designated as a tract containing 1.990 acres, more or less, on that certain plat prepared by R. D. Garrison, Reg. L.S. No. 3972, dated May 17, 1989, recorded in the Office of the Register of Deeds for Anderson County in Plat Slide 101 at Page 357, and having the metes and bounds, courses and distances as upon said plat appear **AND** a portion of that property recorded in Plat Slide 1428 at Page 9 & 10.

This is the same property conveyed unto W. Richard McClellion by deed of Jerry Meehan dated July 26, 2002 and recorded on July 26, 2002 in the Office of the Register of Deeds for Anderson County in Deed Book 4878 at Page 92 and a portion of that same property conveyed unto Jerry Meehan and W. Richard McClellion by deed recorded in deed Book 844 at Page 155.

TMS# 093-00-06-006

AND ALSO: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Anderson, Pendleton Township, containing 21.35 acres, more or less, as shown on a plat made by Earl B. O'Brien, SCRLS No. 10755, dated December 3, 1990 and recorded in the Office of the Register of Deeds for Anderson County in Plat Slide 497 at Page 1-B.

LESS AND EXCEPTING, HOWEVER, that 9.71 acres, more or less, recorded in Plat Slide 771 at Page 8, and
LESS AND EXCEPTING: that 2.96 acres, more or less, recorded in Plat Slide 884 at page 1, and

LESS AND EXCEPTING: any and all previously conveyed property from the original 21.35 acres, more or less

IT IS THE INTENTION OF THIS DESCRIPTION TO CONVEY THE 0.20 ACRES REFLECTED BY TMS#09-00-06-026

This is the same property conveyed unto W. Richard McClellion by deed of Jerry A. Meehan dated July 26, 2002 and recorded on September 7, 2002 in the Office of the Register of Deeds for Anderson County in Deed Book 4982 at Page 95.

TMS# 093.-00-06-026

An undivided one-half interest in and to the below described real estate

AND ALSO: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, and County of Anderson, and being more particularly described as follows: One lot 136 x 564 bound on the west by Gossett Street, bound on the North by Plat 36 at Page 73, bound on the East by a railroad and bound on the South by Plat 88 at Page 897.

TMS# 149-12-02-014

This is the same property conveyed unto W. Richard McClellion and D. C. Bryson by deed of William J. Meredith dated July 16, 1996 and recorded on July 18, 1996 in the Office of the Register of Deeds for Anderson County in Deed Book 2398 at Page 320.

An undivided one-half interest in and to the below described real estate

AND ALSO: All that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, containing 24.30 acres, more or less, and being more particularly shown and described on a plat prepared by Herman D. Cochran, RLS No. 14186 dated May 2, 2000 and recorded in the Office of the Register of Deeds for Anderson County in Plat Slide 1145 at Page 243, and having the metes and bounds, courses and distances as will more fully appear by reference unto said plat which is incorporated herein by reference thereto.

This is the same property conveyed unto W. Richard McClellion and James T. Ellison by deed of Ruby W. Roberts dated June 30, 2000 and recorded on July 3, 2000 in the Office of the Register of Deeds for Anderson County in Deed Book 3799 at Page 316.

TMS# 221-00-11-002

An undivided $\frac{3}{4}$ interest in and to the below described real estate

AND ALSO: All that certain piece, parcel or lot of land situate, lying and being in the County of Anderson, State of South Carolina containing 38.486 acres, more or less, and being

shown and designated as 65.79 acres on that certain plat prepared by r. D. Garrison, Reg. L.S., dated October 9, 1981, of record in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Book 88 at Page 596, said tract of land having the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto as if fully set out. Said tract being bound on the NE by property of United States Government (Lake Hartwell Project) as shown on said plat, on the SE by property now or formerly of Perry Mattison, on the SW by a 9.878 acre tract, more or less, and on the NW by Tract "C" as shown on said plat. LESS AND EXCEPTING, however, 10.904 acres, more or less, conveyed unto William E. Evans, et al of record in the aforesaid Clerk's Office in Deed Book 1030 at Page 24 and shown on Plat Slide 141 at Page 9-A, 8.00 acres, more or less, conveyed unto Spring Brook Apartments, of record in the aforesaid Clerk's Office in Deed Book 666 at Page 109 as shown in Plat book 93 at Page 734 and 8.41 acres conveyed unto South Carolina Department of Transportation of record in the aforesaid Clerk's Office in Records Book 5992 at Page 304.

TMS#121-00-04-009

This is a portion of that same property conveyed unto Jerry A. Meehan, W. Richard McClellion, D. C. Bryson and Judson T. Minyard by deed of South Carolina National Bank, as Trustee under the Will of Theo L. Burris, dated September 26, 1978 and recorded in the Office of the Clerk of Court for Anderson County in Deed Book 18-W at Page 934 and unto W. Richard McClellion by deed of D. C. Bryson dated February 8, 1979 and recorded in the aforesaid Clerk's Office in Deed Book 19-G at Page 195. The said Jerry A. Meehan did thereafter convey his interest unto W. Richard McClellion by deed dated February 15, 2004 and recorded on April 27, 2004 in the aforesaid Clerk's Office in Deed Book 6124 at Page 305.

An undivided 67.50% interest in and to the below described real estate

AND ALSO: All that certain piece, parcel or strip of land situate, lying and being in Anderson County, South Carolina, and being more particularly shown and designated as Tract C on a plat prepared by Nu-South Surveying, Inc., dated May 29, 1995, and recorded in the Office of the Clerk of Court for Anderson County in Plat Slide 581 at Page 06, said tract of land having the metes, bounds, courses and distances as upon said plat appear which is incorporated herein by reference thereto. For a more complete and accurate description refer to the above referenced plat.

TMS#121-22-02-011

This is a portion of that same property conveyed unto Jerry A. Meehan, W. Richard McClellion, D. C. Bryson and Judson T. Minyard by deed of South Carolina National Bank, as Trustee under the Will of Theo L. Burris, dated September 26, 1978 and recorded in the Office of the Clerk of Court for Anderson County in Deed Book 18-W at Page 934.

EXHIBIT C

Easement Area

