

# Pendleton Town Council

**Mayor**  
Frank Crenshaw

**Municipal Complex**  
**310 Greenville Street**  
**Pendleton, SC 29670**  
**864-646-9409**

[www.townofpendleton.org](http://www.townofpendleton.org)



**Council Members**  
Bruce Kalley  
Sandra Gantt  
M. Denise Jackson  
Michael Seef

**JANUARY 6, 2020, 7 PM**  
**REGULAR SESSION**  
**AGENDA:**

**Administrator**  
Steve Miller  
**Municipal Clerk**  
Amber Barnes

*Residents of the Town of Pendleton are always welcome to meetings of the Pendleton Town Council. At each meeting, there is time for residents, property owners & business owners to address the Council on any matter of concern or interest, whether or not the Council will be considering that matter during the meeting. If you wish to address the Council, please raise your hand once the floor is opened for public comment; and when recognized by the Mayor, move to the podium and give your name and address. We encourage your comments and views and appreciate your participation in your town government.*

- 1) PLEDGE OF ALLEGIANCE**
- 2) COUNCIL UPDATES**
- 3) APPROVAL OF MINUTES – December 2, 2019, Called Meeting & Regular Session Meeting**
- 4) PUBLIC COMMENTS – Comments only - no questions will be taken at this time – questions will be taken at the end of the meeting. 3-minute limit. No action will be taken on these items.**
- 5) REPORTS:**
  - a. PENDLETON POLICE DEPARTMENT REPORT
  - b. ADMINISTRATORS UPDATE & BUDGET REPORT
- 6) DISCUSSION ITEMS:**
  - a. RESUME DISCUSSION REGARDING ADJUSTING WATER FOR LEAKS
- 7) ACTION ITEMS:**
  - a. CONSIDERATION OF APPOINTMENT OF TWO COUNCILMEMBERS TO REPRESENT PENDLETON REGARDING UTILITIES DISCUSSIONS AND NEGOTIATIONS
  - b. CONSIDERATION OF A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PENDLETON TO TEMPORARILY CHANGE THE DATE OF ITS FEBRUARY 2020 TOWN COUNCIL REGULAR MEETING
  - c. CONSIDERATION OF FIRST READING "AN ORDINANCE OF THE TOWN OF PENDLETON, SOUTH CAROLINA, AMENDING SECTIONS 02-08 WATER SERVICE OUTSIDE TOWN AND SECTION 03-12 SEWER SERVICE OUTSIDE TOWN OF THE TOWN'S WATER AND SEWER USE ORDINANCE REQUIRING ANNEXATION COMMITMENTS IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE TOWN TO CONNECT TO THE TOWN'S UTILITY SERVICES, AND OTHER MATTERS RELATED THERETO"
  - d. CONSIDERATION OF FIRST READING OF "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF PENDLETON ON SC 187 IN "THE GROVE" FROM (AB) AREA WIDE BUISNESS TO (R-3) MEDIUM DENSITY RESIDENTIAL FOR THE OTWENR/DEVELPER MR. RICH BENNETT"
  - e. CONSIDERATION OF SECOND AND FINAL READING OF "AN ORDINANCE TO CHANGE THE CORPORATE LIMITS AND ANNEX PROPERTY INTO THE TOWN OF PENDLETON, SOUTH CAROLINA AND DEFINE TEMPORARY ZONING CLASSIFICATION AS REQUESTED BY PROPERTY OWNERS LESTER & PHILLIP MORGAN"
- 8) PUBLIC COMMENTS & QUESTIONS**
- 9) ADJOURNMENT**

**REMINDERS:**

Planning Commission Meeting

6:00 pm

1/9

Town Offices will be closed Monday, January 21, 2020, for Martin Luther King's Birthday.

**PENDLETON TOWN COUNCIL  
DECEMBER 2, 2019 6:30 PM  
CALLED MEETING**

**MINUTES:**

After due notice to the press, Mayor and Town Council met in the Council Chambers of Town Hall. Mayor and all Council were present.

**1) ADMINISTRATION OF OATH OF OFFICE**

By Amber L. Barnes, Municipal Clerk, to:  
Sandra Gantt, Town Council Ward 2  
Mike Seef, Town Council Ward 4  
Daniel Carpenter, Police Officer  
Joel Murray, Police Officer

Amber Barnes swore in the above individuals.

**2) SPECIAL PRESENTATION & RECEPTION**

Mayor Crenshaw presented Scott Ward with a plaque recognizing and honoring his years of service to the Town as Councilman for Ward 4.

**3) ADJOURNMENT**

There being no further business, at 7 pm, the meeting adjourned.

Respectfully Submitted: \_\_\_\_\_

**MAYOR:** \_\_\_\_\_

**COUNCIL:**

**WARD 1:** \_\_\_\_\_

**WARD 2:** \_\_\_\_\_

**WARD 3:** \_\_\_\_\_

**WARD 4:** \_\_\_\_\_

**PENDLETON TOWN COUNCIL  
DECEMBER 2, 2019, 7 PM  
REGULAR SESSION**

**MINUTES:**

After due notice to the press, Mayor and Town Council met in the Council Chambers of Town Hall. Mayor and all Council were present.

**1) PLEDGE OF ALLEGIANCE**

Mayor Crenshaw led everyone in the Pledge of Allegiance.

**2) SPECIAL PRESENTATIONS**

Tina Delk and Donna Key, representing Anderson Quilts of Valor, were present to honor the Police Department members for their service.

Doyle Burdette, Police Chief, recognized Tony Glenn, on his recent retirement from the Town.

**3) COUNCIL UPDATES**

Updates are listed on the bottom of the agendas.

**4) APPROVAL OF MINUTES – November 4, 2019, Regular Session Meeting**

Bruce Kalley made a motion to accept the above minutes, as presented. Sandra Gantt seconded. Unanimous.

**5) PUBLIC COMMENTS – *Comments only - no questions will be taken at this time – questions will be taken at the end of the meeting. 3-minute limit. No action will be taken on these items.***

*John Morse* stated he would like to suggest to Council to enhance the shopping experience downtown. With the growing visibility of electric cars, he suggested we think about putting in charging stations downtown.

**6) REPORTS:**

a. **PENDLETON POLICE DEPARTMENT REPORT**

Doyle Burdette was present to give his report for November.

b. **ADMINISTRATORS UPDATE & BUDGET REPORT**

Steve Miller, Town Administrator, updated Mayor, Council, and citizens for November.

**7) DISCUSSION ITEMS:**

a. N/A

**8) ACTION ITEMS:**

a. **CONSIDERATION OF SECOND AND FINAL READING OF "AN ORDINANCE AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF PENDLETON AND CMP CHENEY MILL LLC AND OTHER MATTERS RELATED THERETO"**

Mike Seef made a motion to accept the above Ordinance for second and final reading. Denise Jackson seconded. Unanimous.

b. **CONSIDERATION OF SECOND AND FINAL READING OF "AN ORDINANCE CONSENTING TO THE INCLUSION OF CERTAIN PROPERTY IN A MULTI-COUNTY INDUSTRIAL PARK; AND OTHER RELATED MATTERS"**

Bruce Kalley made a motion to accept the above Ordinance for second and final reading. Sandra Gantt seconded. Unanimous.

- c. CONSIDERATION OF SECOND AND FINAL READING OF "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH ANDERSON COUNTY, SOUTH CAROLINA, RELATED TO THE CREATION OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK – CMP CHENEY MILL LLC"

Sandra Gantt made a motion to accept the above Ordinance for second and final reading. Denise Jackson seconded. Unanimous.

- d. CONSIDERATION OF A RESOLUTION RECOMMENDING OT THE PENDLETON TOWN COUNCIL TO ACCEPT THE RECOMMENDATION TO REZONE 24.34 ACRES IN THE GROVE DEVELOPMENT FROM (AB) AREA WIDE BUSINESS TO (R-3) MEDIUM DENSITY RESIDENTIAL

Mike Seef stated it appears all residential is being zoned to R-3, and he has some concerns. The whole Town has very little R-3 and everything in the new areas seems to be moving to R-3.

Bruce Kalley made a motion to accept the recommendation. Sandra Gantt seconded. The final vote was four accepting the recommendation and one opposing. (Yes – Mayor Crenshaw, Bruce Kalley, Sandra Gantt & Denise Jackson. No – Mike Seef.

- e. CONSIDERATION OF A RESOLUTION OF THE PENDLETON TOWN COUNCIL ESTABLISHING A BUDGET CALENDAR FOR THE FISCAL YEAR 2020/2021 BUDGET PROCESS

Mike Seef made a motion to accept the above Resolution. Bruce Kalley seconded. Unanimous.

- f. CONSIDERATION OF APPOINTMENT OF MAYOR PRO TEM TERM ENDING DECEMBER 1, 2021

Sandra Gantt nominated and made a motion to appoint Bruce Kalley. Denise Jackson seconded. Unanimous.

- g. CONSIDERATION OF A RESOLUTION TO RE-APPOINT JAMI BROTHERS TO THE BOARD OF ZONING APPEALS, AND BYRON EDWARDS, FITZGERALD SMITH AND ONE VACANT POSITION TO THE DESIGN REVIEW BOARD

Mayor Crenshaw stated this item is moved to after Executive Session to allow for Council to discuss.

#### **9) PUBLIC COMMENTS & QUESTIONS**

*John Morse* asked if the Town had WIFI throughout the core business district. Mayor Crenshaw stated the Town did not, but individual businesses do. John Morse encouraged the Council to think about adding it to the core business area to enhance the business environment.

*Nancy Von Meyer* stated she was here to talk about the upcoming Census. She stated we need to make sure we get fully counted, and it would be in the Town's best interest to participate.

#### **10) EXECUTIVE SESSION TO DISCUSS A CONTRACTUAL MATTER & AN APPOINTMENT MATTER PURSUANT TO SC CODE OF LAWS SECTION 30-4-70(1) & (2)**

Bruce Kalley made a motion to enter into Executive Session. Denise Jackson seconded. Unanimous.

Bruce Kalley made a motion to go out of Executive Session and back into the Regular Session meeting. Denise Jackson seconded. Unanimous.

No decisions were made while in Executive Session.

**11) MOTION(S)/VOTE(S) FROM EXECUTIVE SESSION IF NEEDED**

Sandra Gantt made a motion to extend the terms for three months of positions expiring 12/31/19 to accept applications for the positions. Bruce Kalley seconded. Unanimous.

**12) ADJOURNMENT**

There being no further business, Denise Jackson made a motion to adjourn. Mike Seef seconded. Unanimous.

Respectfully Submitted: \_\_\_\_\_

**MAYOR:** \_\_\_\_\_

**COUNCIL:**

**WARD 1:** \_\_\_\_\_

**WARD 2:** \_\_\_\_\_

**WARD 3:** \_\_\_\_\_

**WARD 4:** \_\_\_\_\_



**PENDLETON**  
SOUTH CAROLINA  
History, Hospitality & Happenings!

**Town of Pendleton  
Department Head Agenda Item Request Form**

The South Carolina Freedom of Information Act requires the Town of Pendleton to publicly post the agendas of Town Council meetings. Additionally, all agenda items must be listed on the agenda and must describe the nature of the item(s) being considered. In order to meet these legal requirements, it is necessary to provide us with the following information before it can be placed on the agenda. **The deadline for submitting an agenda item request and supporting documentation for Council Member Agenda Packets is Wednesday 12:00 pm before the Council meeting.** Requests received after that time will be scheduled for the following meeting.

*Please print or type all information.*

**Name of person making request:** SM/AB **Phone:** 646-9409

**Date Submitted:** 1/2/2020

**Time Submitted:** 12:14 PM

**Meeting Date:** 1/6/2020

**Agenda Item Title:** RESUME DISCUSSION REGARDING ADJUSTING WATER FOR LEAKS

**Description:** This item was discussed in a previous Council meeting. Staff was directed to see what other surrounding municipalities do when it pertains to water adjustments. Attached is an outline of what the surrounding municipalities do regarding adjusting water. Currently the Town of Pendleton does not adjust water, only sewer when there is a leak that did not go through the sewer.

**Recommended Action:** Council decision to direct staff

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

.....  
*To be completed by Municipal Clerk's Office:*

*Date Received:* 1-2-2020 *Time:* \_\_\_\_\_ *Council Meeting Date:* 1-6-2020

## Water Adjustments Information

### City of Pickens

- A water adjustment is only allowed for a leak – no pools
- Inside customer- leak must be for more than 15,000 gallons
- Outside customer – leak must be for more than 20,000 gallons.

The first 15,000 is at full price and anything over that is at wholesale rate.

### Town of Central

- No water adjustments – sewer only 1 time a year
- No pool adjustments

### City of Clemson

- No water adjustments
- Will adjust the sewer (1) time if filling up a pool.

### Town of Williamston

- No water adjustments

### City of Liberty

- No water adjustments

### **City of Anderson**

- No water adjustments
- (1) time pool adjustment for a new pool or replacing a liner.

### **City of Seneca**

- Adjust water (1) leak per year and it can roll over up to two months only. Take a 12-month average and take that amount from the leak and divide by 2 and they are responsible for  $\frac{1}{2}$  and the city adjusts off  $\frac{1}{2}$ .





# PENDLETON

SOUTH CAROLINA

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## Town of Pendleton Department Head Agenda Item Request Form

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*Please print or type all information.*

**Name of person making request:** SM/ab

**Phone:** Click or tap here to enter text.

**Date Submitted:** 12/13/2019

**Time Submitted:** 2:45 PM

**Meeting Date:** 1/6/20

**Agenda Item Title:** CONSIDERATION OF APPOINTMENT OF TWO COUNCILMEMBERS TO REPRESENT PENDLETON REGARDING UTILITIES DISCUSSIONS AND NEGOTIATIONS

**Description:** Two Councilmembers are needed to represent Pendleton, along with the Town Administrator, to discuss and negotiate utilities for Water Services and Wastewater Treatment Services. Meetings will be held as scheduled and will occur during workday hours. Members will be working directly with Town Staff, representatives from the City of Clemson and Anderson County. Members will also be working directly with Sandy Springs Water Company representatives. During these meetings, we will be discussing how the Town will be providing services to our citizens moving forward and at the end, will hopefully result in some long term agreements which will help promote growth within the area.

**Recommended Action:** Council's decision.

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

.....  
*To be completed by Municipal Clerk's Office:*

*Date Received:* 12-13-19 *Time:* \_\_\_\_\_ *Council Meeting Date:* 1-6-20



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*Please print or type all information.*

Name of person making request: SM/AB Phone: \_\_\_\_\_

Date Submitted: 12/13/19 Time Submitted: \_\_\_\_\_ Meeting Date: 1/6/20

Agenda Item Title: CONSIDERATION OF A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PENDLETON TO TEMPORARILY CHANGE THE DATE OF ITS FEBRUARY 2020 TOWN COUNCIL REGULAR MEETING

Description: The passage of this resolution will formally move the February 3, 2020, Town Council meeting to February 10, 2020, 7 pm in the Council Chambers of Town Hall.

Recommended Action: Approval

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

.....

*To be completed by Municipal Clerk's Office:*

Date Received: 12/13/19 Time: \_\_\_\_\_ Council Meeting Date: 1/6/20

# Pendleton Town Council

**Mayor**  
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Bruce Kalley  
Sandra Gantt  
M. Denise Jackson  
A. Scott Ward



**Administrator**  
Steve Miller  
**Municipal Clerk**  
Amber Barnes

## RESOLUTION

### **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PENDLETON TO TEMPORARILY CHANGE THE DATE OF ITS FEBRUARY 2020 TOWN COUNCIL REGULAR MEETING**

**WHEREAS**, regular meetings of the Pendleton Town Council are held on the first Monday of each month beginning at 7 pm, and;

**WHEREAS**, Council will be attending Hometown Legislative Action Day in Columbia and a quorum will not be able to be established for the February 3, 2020, Regular Session Town Council meeting.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of the Town of Pendleton, SC that the February 3, 2020, Regular Session Town Council meeting be moved to Monday, February 10, 2020, 7 pm in the Council Chambers of Town Hall.

**APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**MAYOR:** \_\_\_\_\_

### **TOWN COUNCIL:**

**WARD 1:** \_\_\_\_\_

**WARD 2:** \_\_\_\_\_

**WARD 3:** \_\_\_\_\_

**WARD 4:** \_\_\_\_\_



# Pendleton Town Council

**Mayor**  
Frank Crenshaw

**Council Members**  
Bruce Kalley  
Sandra Gantt  
M. Denise Jackson  
A. Scott Ward

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**Administrator**  
Steve Miller  
**Municipal Clerk**  
Amber Barnes

TOWN OF PENDLETON  
COUNTY OF ANDERSON  
STATE OF SOUTH CAROLINA

I, AMBER L. BARNES, Municipal Clerk do hereby certify that the foregoing resolution was duly adopted by the Pendleton Town Council at a meeting held \_\_\_\_\_, \_\_\_\_\_, and is on file in the records of this office.

\_\_\_\_\_  
Amber L. Barnes, Municipal Clerk



# PENDLETON

SOUTH CAROLINA

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## Town of Pendleton Department Head Agenda Item Request Form

The South Carolina Freedom of Information Act requires the Town of Pendleton to publicly post the agendas of Town Council meetings. Additionally, all agenda items must be listed on the agenda and must describe the nature of the item(s) being considered. In order to meet these legal requirements, it is necessary to provide us with the following information before it can be placed on the agenda. **The deadline for submitting an agenda item request and supporting documentation for Council Member Agenda Packets is Wednesday 12:00 pm before the Council meeting.** Requests received after that time will be scheduled for the following meeting.

*Please print or type all information.*

**Name of person making request:** SM/ab

**Phone:** 646-9409

**Date Submitted:** 12/12/2019

**Time Submitted:** 11:14 AM

**Meeting Date:** 1/6/20

**Agenda Item Title:** CONSIDERATION OF FIRST READING OF AN ORDINANCE OF THE TOWN OF PENDLETON, SOUTH CAROLINA, AMENDING SECTIONS 02-08 WATER SERVICE OUTSIDE TOWN AND SECTION 03-12 SEWER SERVICE OUTSIDE TOWN OF THE TOWN'S WATER AND SEWER USE ORDINANCE REQUIRING ANNEXATION COMMITMENTS IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE TOWN TO CONNECT TO THE TOWN'S UTILITY SERVICES, AND OTHER MATTERS RELATED THERETO

**Description:** The changes reflected in this amendment are to clarify the original spirit and intent of the Ordinance previously adopted by Town Council regarding annexation of properties outside of Town Limits who utilize our utility services. The amendment also removes the requirement that property owners must comply with the Town's Ordinances and Land Development codes prior to being annexed into Town. After discussions with the Town Attorney it was decided this requirement may subject the Town to a challenge that may render portions of the ordinance invalid.

**Recommended Action:** Approval

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

.....  
*To be completed by Municipal Clerk's Office:*

**Date Received:** 12-12-19 **Time:** \_\_\_\_\_ **Council Meeting Date:** 1-6-20

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

ORDINANCE NO: 20-01

**AN ORDINANCE OF THE TOWN OF PENDLETON, SOUTH CAROLINA, AMENDING SECTIONS 02-08 WATER SERVICE OUTSIDE TOWN AND SECTION 03-12 SEWER SERVICE OUTSIDE TOWN OF THE TOWN'S WATER AND SEWER USE ORDINANCE REQUIRING ANNEXATION COMMITMENTS IN ORDER FOR PROPERTIES LOCATED OUTSIDE OF THE TOWN TO CONNECT TO THE TOWN'S UTILITY SERVICES, AND OTHER MATTERS RELATED THERETO**

The Town Council of the Town of Pendleton (the "**Council**"), the governing body of the Town of Pendleton, South Carolina (the "**Town**"), has made the following findings of fact:

(A) The Town is authorized by the general powers given to municipalities and Section 5-7-60 of the Code of Laws of South Carolina 1976, as amended, to provide water and sewer service ("**Utility Service**") to individuals and properties located outside of the corporate boundaries of the Town by contract.

(B) The Council finds that it is in the best interest of the citizens of the Town that those properties located outside of the Town (the "**Outside Properties**") that request and contract for Utility Service ultimately be annexed into the Town in order to promote the Town's control of growth in its surrounding areas and in order to expand the tax base of the Town.

(C) In order to ensure that the Outside Properties are ultimately annexed into the Town, the Council enacted Ordinance No. 17-09 (the "**Annexation Requirement**") creating such a requirement and requiring the owners of the Outside Properties to execute an agreement to annex into the Town at such time as the property becomes contiguous to the Town's corporate boundaries.

(D) The Council now desires, through the enactment of this Ordinance, to update the Annexation Requirement to comply with current Town practices and procedures.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF PENDLETON AS FOLLOWS:**

**Section 1.** By and through the enactment of this Ordinance, the following Sections 02-0 & 03-12 of the Town of Pendleton's Water & Sewer Use Ordinance for the Town of Pendleton (the "**Code**") shall be amended and restated to read in its entirety, as follows:

**Section 02-8. Water Service - Outside Town.**

The Town reserves the right to negotiate any and all water service outside the Town at its own discretion.

For residential and commercial water line extensions outside the Town, when feasible the Town shall furnish, construct and install a service line (a water line which can serve only one customer) to the customer's property line nearest the Town's water main (a water line which is capable of serving more than one customer). The Town shall furnish the tap, meter, meter box from the main to the meter. The Town shall maintain the service line up to and including the meter; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a distribution main sized to meet the future demands of the area.

Any extension of service outside the Town limits must be located on a public right-of-way or easement. In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement(s).

It shall be the policy of the Town to require that the owner of any property located outside of the Town (a "Subject Property") requesting either a new connection, upgraded connection or a change in use of the property, which would require a change to allocation, to the Town's water utility system be required to annex into the Town at such time as the Subject Property is contiguous to the corporate boundaries of the Town.

If the Subject Property is contiguous to the Town at the time such request is made, the owner of such property shall be required to submit an annexation petition to the Town prior to the connection to the utility system being made.

If the Subject Property is not contiguous to the corporate boundaries of the Town at the time such request is made, the owner of the Subject Property shall be required to execute a Declaration of Annexation Covenant prior to any connection to the utility system being made, requiring the owner of the Subject Property, or any subsequent owner, its heirs, assigns and successors, to take such action necessary to annex the Subject Property, any portion thereof, or any larger property to which the Subject Property was added, into the Town at such time as the Subject Property, any portion thereof, or any larger property to which the Subject Property was added becomes contiguous to the corporate boundaries of the Town. The Declaration of Annexation Covenant shall be in a form to be approved by the Council.

The annexation declaration will be properly processed and recorded.

The town may connect or allow continued service to other political subdivisions of the state, industrial properties and developments to the municipal water system without annexation agreements when the economic benefit is found to be in the best interest of the community. The town council shall approve such on a case-by-case basis by resolution.

The extension of any water distribution main outside the Town limits shall first have the approval of Town council.

#### Section 03-12. Sewer Service - Outside Town.

The Town reserves the right to negotiate any and all sewer service outside the Town at its own discretion.

For residential and commercial sewer line extensions outside the Town, when feasible the Town shall furnish, construct and install a service line (a sewer line which can serve only one customer) to the customer's property line nearest the Town's sewer main (a sewer line which is capable of serving more than one customer). The Town shall furnish the tap, and pipe from the main to the customers property line; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a collection main sized to meet the future demands of the area.

Any extension of service outside the Town limits must be located on a public right-of-way or easement. In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement(s).

It shall be the policy of the Town to require that the owner of any property located outside of the Town (a "Subject Property") requesting either a new connection, upgraded connection or a change in use of the property, which would require a change to allocation, to the Town's water utility system be required to annex into the Town at such time as the Subject Property is contiguous to the corporate boundaries of the Town.

If the Subject Property is contiguous to the Town at the time such request is made, the owner of such property shall be required to submit an annexation petition to the Town prior to the connection to the utility system being made.

If the Subject Property is not contiguous to the corporate boundaries of the Town at the time such request is made, the owner of the Subject Property shall be required to execute a Declaration of Annexation Covenant prior to any connection to the utility system being made, requiring the owner of the Subject Property, or any subsequent owner, its heirs, assigns and successors, to take such action necessary to annex the Subject Property, any portion thereof, or any larger property to which the Subject Property was added, into the Town at such time as the Subject Property, any portion thereof, or any larger property to which the Subject Property was added becomes contiguous to the corporate boundaries of the Town. The Declaration of Annexation Covenant shall be in a form to be approved by the Council.

The annexation declaration will be properly processed and recorded.

The town may connect or allow continued service to other political subdivisions of the state, industrial properties and developments to the municipal water system without annexation agreements when the economic benefit is found to be in the best interest of the community. The town council shall approve such on a case-by-case basis by resolution.

The extension of any water distribution main outside the Town limits shall first have the approval of Town council.

**Section 2.** The form of the Declaration of Annexation Covenant (the "***Covenant***") is set forth in Exhibit A hereto. The Town Administrator is hereby authorized to modify or amend the Covenant in a manner that is not adverse to the Town and that does not alleviate the requirements of Section 02-08 & 03-12 of the Water & Sewer Use Ordinance. The Town Administrator, or authorized



designee, is hereby authorized to accept any such Covenant, and to take all action necessary to record such Covenant in the property records of Anderson County. The Town Administrator, or authorized designee, is further authorized to take such action, in accordance with Paragraph 8 of the Covenant, to act as Attorney in Fact for the owner of such property in order to execute an Annexation Petition with respect to such property.

**Section 3.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**Section 4.** Nothing in this Ordinance hereby enacted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause of causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

**Section 5.** All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict or inconsistency. This Ordinance shall take effect immediately upon its enactment by the Council.

**DONE AND ENACTED IN COUNCIL ASSEMBLED,** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TOWN OF PENDLETON, SOUTH  
CAROLINA**

[SEAL]

\_\_\_\_\_  
Frank H. Crenshaw, Mayor

ATTEST:

\_\_\_\_\_  
Amber L. Barnes, Clerk to Town Council

**EXHIBIT A**

**FORM OF**

**DECLARATION OF RESTRICTIVE COVENANT**

STATE OF SOUTH CAROLINA )

)

DECLARATION OF ANNEXATION  
COVENANT

COUNTY OF ANDERSON )

THIS DECLARATION OF ANNEXATION COVENANT (this "*Covenant*") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Town of Pendleton, South Carolina (the "*Town*"), and the person or entity described below, including all successors in interest and assigns, having ownership in fee simple, life estate, or in any other designation as set forth in the Code of Laws 1976, as amended, or as set forth through judicial interpretation in South Carolina case law (the "*Owner*");

- ( ) A corporation, incorporated under the laws of the State of \_\_\_\_\_ and organized under the name of \_\_\_\_\_  
; or
- ( ) A general or limited partnership, limited liability company, or limited liability partnership operating under the name of \_\_\_\_\_  
; or
- ( ) Individual(s) by the name(s) of \_\_\_\_\_  
and \_\_\_\_\_.

RECITALS:

The real property located at \_\_\_\_\_  
(Tax Map Number \_\_\_\_\_), as further described herein at Exhibit (A) (the "*Subject Property*"), belonging to the Owner, is located outside the Town's corporate limits, but is located in an area in which annexation into the Town is or may become appropriate. The Town is under no obligation to furnish Utility Services (as defined herein) to properties located outside of the Town's corporate limits, but may do so by contract with individual property owners.

The Owner wishes to obtain Utility Services (water \_\_\_\_\_ sewer \_\_\_\_\_) (please indicate) from the Town by contract without the necessity of waiting until the Subject Property may be annexed into the Town, and the Owner has entered into an agreement (the "*Utility Service Agreement*") with the Town in order to secure one or more of the Utility Services for the Subject Property. In consideration for the Town's provision of Utility Services to the Subject Property and the connection of the Subject Property to the Town's utility system (the "*System*"), the Owner agrees, pursuant to the provisions of this Covenant, to take such action as is necessary to request annexation into the Town at such time as the Subject Property becomes contiguous to the Town's corporate limits. This Covenant shall be binding upon any and all assigns or successors in interest to the Owner's ownership interest in the Subject Property.

Owner understands that the obligation to execute any and every annexation petition relating to the Subject Property, when presented, is a requirement for Utility Services outside the Town, and that failure to satisfy this obligation may, at the election of the Town, cause discontinuance and termination of Utility Services to the Subject Property. The Owner further understands that the obligations created under this Covenant run with the land, and will apply equally to subsequent owners of the Subject Property. In order to ensure the ability of the Town to enforce the provisions of this Covenant against the Owner or any subsequent owner of the Subject Property, the Owner agrees that the provisions of this Covenant shall serve as restrictive covenants against the Subject Property in favor of, and for the benefit of, the Town.

**NOW THEREFORE**, in consideration of the provision of Utility Services by the Town, the Owner hereby covenants as follows:

1. **Recitals Incorporated.** The above recitals are hereby incorporated in and made a part of this Covenant as fully as if set forth verbatim herein. These recitals are true and correct and the Owner is bound thereby. By signing this Covenant, the Owner acknowledges reading, understanding and agreeing to each of the recitals. By and through the recording of this Covenant, all assigns and successors in interest in the Subject Property are determined to have read, understood, and agreed to each of the recitals.

2. **Utility Services.**

A. As used in this Covenant, "***Utility Services***" means and refers to water or sewer services, or both, provided by the Town pursuant to the terms of the Utility Service Agreement, including but not limited to, (i) ongoing water or sewer service; (ii) a service tap from existing water or sewer lines, (iii) an extension of water or sewer mains, or (iv) the issuance of a letter of willingness and capability to provide Utility Services.

B. Pursuant to the provisions of the Utility Service Agreement, the Town has agreed to furnish Utility Services to the Subject Property upon the terms, conditions and covenants set forth therein, in addition to any other rates, classifications, policies, procedures, and terms of service applicable to Utility Services that the Town has adopted or may in the future adopt and any subsequent amendments thereto. The Owner acknowledges that in no event shall the Town be obligated to provide or continue to provide Utility Services to the Subject Property, or any portion thereof, if any obligation of the Owner contained in this Covenant is breached or any covenant made by the Owner in this Covenant is false. Any actions or statements made by the Town (including the issuance of any letter of willingness and capability) in connection with providing Utility Services to the Subject Property is made subject to the terms of this Covenant, and if this Covenant is breached by the Owner then all such actions or statements may be, in the Town's sole discretion, declared null and void and no reliance by any entity may be placed thereon.

3. **Covenants by Owner.** The Owner makes the following covenants, warranties, agreements and representations, each of which shall be deemed material to this Covenant:

A. The Owner covenants and agrees that he will sign any and every annexation petition which relates to the Subject Property (an "Annexation Petition") immediately upon presentment by the Town. As used in this Covenant, an Annexation Petition shall be construed to relate to the Subject Property if the property to be annexed pursuant to and described in the Annexation Petition includes the Subject Property or any portion thereof. The Owner acknowledges that a purpose of this Covenant is to ensure, as a material benefit and consideration to the Town, the Owner's full and complete cooperation with any effort to annex the Subject Property, and the Owner agrees, that upon request by the Town, the Owner will do, execute, acknowledge and deliver, all such further acts, agreements, and assurances as may be requested and reasonably necessary for the full completion and consummation of the purpose contemplated herein. These further acts shall specifically include, but are not limited to, signing subsequent or additional successive Annexation Petitions, in the event prior annexation efforts are unsuccessful. The Owner warrants and covenants that the Owner has not and will not subdivide the Subject Property, combine the Subject Property with other real property not subject to this Covenant, or otherwise manipulate the Subject Property to hinder or impede the Town's ability to annex the Subject Property, and any attempt to do so will be considered a breach of this Covenant. Upon any division of the Subject Property, this Covenant shall apply to any additional properties derived from the Subject Property.

B. The Owner agrees that the obligations contained in this Covenant shall continue in full force and effect until the earlier of the following: (i) the Subject Property, in its entirety, has been successfully annexed into, and continuously lies within, the corporate limits of the Town; or (ii) the Owner affirmatively requests in writing that (1) the Subject Property be permanently disconnected from the System, and (2) the Subject Property, in its entirety, is no longer served by the Utility Services.

C. The Owner is the sole owner in fee simple absolute of the Subject Property. Further, the Owner covenants and warrants that he will not transfer, alienate, devise, encumber, or otherwise affect title to the Subject Property for a period of ten days from the date of this Covenant, in order to allow the Town time to have this Covenant recorded in the Office of the Register of Deeds for Anderson County, South Carolina. The Owner will inform any subsequent Owner of (i) the Subject Property, (ii) any portion of the Subject Property, or (iii) any real property that the Subject Property is made a part of, that the obligations contained in this Covenant continue and run with the land. A failure by the Owner to properly inform any successor in interest of the Subject Property of this Covenant shall not affect the validity or applicability of this Agreement with respect to any successor in interest, and any such successor in interest shall remain bound by the provisions hereof.

D. The Owner agrees that any breach of conditions of the Utility Service Agreement or any other agreements associated with the provision of Utility Services made in accordance with this Covenant, shall be a breach of this Covenant. Such conditions may include, but are not limited to, the following: (i) payment of applicable connection fees and surcharges as fixed by the Town; (ii) general terms, conditions, and policies upon which Utility Service is made available by the Town; and (iii) the payment to the Town when due such water or sewer charges, taxes, or fees as may be imposed from time to time.

E. The Owner agrees that the effectiveness of this Covenant will continue and survive any temporary disconnection, interruption, or termination of Utility Services by the Town, except for a termination of Utility Services pursuant to Section 3B(ii) above.

**4. Restrictive Covenant. THE OWNER HEREBY IMPOSES UPON THE SUBJECT PROPERTY FOR THE BENEFIT OF THE TOWN A RESTRICTIVE COVENANT REQUIRING THAT FUTURE OWNERS OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, BE BOUND BY THE SAME TERMS, CONDITIONS AND COVENANTS AS ARE SET FORTH IN THIS COVENANT. THIS RESTRICTIVE COVENANT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THE EARLIER OF THE FOLLOWING: (A) THE SUBJECT PROPERTY, IN ITS ENTIRETY, HAS BEEN SUCCESSFULLY ANNEXED INTO AND LIES CONTINUOUSLY WITHIN THE CORPORATE LIMITS OF THE TOWN; OR (B) THE SUBJECT PROPERTY, IN ITS ENTIRETY, IS NO LONGER BEING SERVED BY THE TOWN'S UTILITY SERVICES. ANY AND EVERY FUTURE OWNER OF THE SUBJECT PROPERTY, OR ANY PART THEREOF, IS BOUND BY THE TERMS CONTAINED IN THIS COVENANT BY ACCEPTANCE OF A DEED TO SUBJECT PROPERTY THAT IS SUBJECT TO THIS RESTRICTIVE COVENANT.**

**5. Recordation of Covenant.** The Owner hereby expressly agrees and directs that this Covenant and description of the Subject Property be recorded in the real estate records in the Office of the Register of Deeds for the County of Anderson, State of South Carolina, so as to give record notice to any future prospective purchaser of the Subject Property that this Covenant is an obligation upon the land and runs with the land until the occurrence of either of the two events set forth in the preceding paragraphs.

**6. Description of Property.** This Covenant and restrictive covenant apply to the Subject Property as it is more fully described on the attached Exhibit "A."

7. **Grant of Right of Way.** The Owner grants the Town a right-of-way on and through the Subject Property as reasonably necessary for the Town's operation of the System in order to provide Utility Services to the Subject Property. In the event a standard grant of right-of-way has not been executed by the Owner before execution of this Covenant, the Owner agrees, upon request, to execute a standard right-of-way to further document and describe the specific location and rights associated therewith.
8. **Grant of Power of Attorney.** In the event the Owner fails to meet the obligations imposed herein and does not sign any Annexation Petition upon request, the Owner hereby irrevocably appoints the Town Administrator of the Town of Pendleton, South Carolina, Attorney in Fact for the Owner of the Subject Property with full power to sign any Annexation Petition upon the request of the Town.
9. **Owner's Use of Subject Property.** If the Owner changes the current use of the Subject Property to any different use, the Town may, at its option, require additional approvals and conditions for continued Utility Service thereon.
10. **Default; Remedies.** As used in this Covenant, a default of this Covenant occurs immediately upon any breach, failure or nonoccurrence of any term, condition, obligation, affirmative act, covenant, representation or warranty. Immediately upon any default by the Owner, the Town may, in its sole discretion, void this Covenant and thereby void any statements, actions or commitments by the Town as to providing Utility Services to the Subject Property. Additionally, upon any default by the Owner, the Town may elect to enforce this Covenant. If any effort to enforce the terms of this Covenant fails for any reason, the Town may thereafter elect to rescind and void this Covenant. In the event this Covenant is rescinded or voided, the Town shall be under no obligation to provide Utility Services or to continue to provide Utility Services to the Subject Property or any portion thereof. In the event of any default by the Owner of this Covenant, the Town shall be entitled to recover from the Owner the costs and attorneys' fees incurred by the Town as a result of or in response to the Owner's default.
11. **No Waiver.** The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the Town, to bring an action to enforce this Covenant, shall not operate as a waiver of the right to do so for any later subsequent violations or the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and his respective heirs, successors, successors in title and assigns or the Town to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the Subject Property, or any portion thereof, including the Owner and their respective heirs, successors, successors in title and assigns or the Town fail to bring an action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.
12. **Remedies Cumulative.** Every right and remedy provided in this Covenant is distinct from and cumulative to every other right or remedy under this Covenant or available at law or in equity. The provision of certain rights and remedies in this Covenant does not abrogate, limit or affect any rights or remedies as provided at law or in equity. Every right and remedy may be exercised concurrently, independently or successively.
13. **Exhibits Incorporated by Reference.** All exhibits referenced in this Covenant are incorporated herein as integral parts of this Covenant and shall be considered reiterated herein as fully as if such provisions had been set forth verbatim in this Covenant.

14. **Copies.** A photostatic or other reproduction of this document shall be as effective, valid and conclusive as the original.
15. **Modification.** The terms of this Covenant may be modified in whole or in part only by a written instrument signed by the Owner and consented to by the Town. Any oral agreement to modify this Covenant shall be void and of no force and effect.
16. **Captions.** The captions and headings of the Paragraphs of this Covenant are for convenience only and may not be used to interpret or define the provisions of this Covenant.
17. **No Waiver.** No waiver of a breach of any of the covenants or promises of this Covenant shall be construed as a waiver of any succeeding breach of the same or other covenant or promise.
18. **Severability.** In the event that any provision or clause of this Covenant conflicts with any applicable law, the other provisions of this Covenant shall be given effect as fully as possible without the conflicting provision, and to this end the provisions of this Covenant are declared to be severable.
19. **References Herein.** Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.
20. **Successors and Assigns.** The covenants and agreements contained in this Covenant and the obligations created hereunder shall ensure to the benefit of and be binding on the Town, the Owner and all heirs, successors and assigns of the Owner to the Subject Property, or any part thereof.
21. **Governing Law and Forum.** The validity, construction and effect of this Covenant shall be governed by the laws of the State of South Carolina, and the Owner hereby consents to the exclusive jurisdiction of the courts of the State of South Carolina for resolution of any dispute arising hereunder
22. **Scaled Instrument.** Owner agrees that by signing below he intends to place his hands and seals upon this Covenant and that this Covenant shall be considered in every respect to be a sealed instrument.
23. **Effective Date.** This Covenant shall be effective upon the date of the last party affixing his signature.

[Remainder of Page Left Blank]

**IN WITNESS WHEREOF**, the Owner duly executes this Declaration of Restrictive Covenant as of the date first written above.

WITNESS #1

OWNER(S) OF SUBJECT PROPERTY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Contact Info: \_\_\_\_\_

WITNESS #2 (Notary Public)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Contact Info: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

COUNTY OF ANDERSON )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s) he saw the within named property owner, sign, seal and as his act and deed, deliver the within Declaration of Annexation Covenant and that (s) he with the other witness named above witness the execution thereof.

\_\_\_\_\_  
Notary Signature

SWORN BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public for South Carolina

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Received By: \_\_\_\_\_

Date: \_\_\_\_\_

The Town hereby accepts the Declaration of Annexation Covenant set forth herein.

TOWN OF PENDLETON, SOUTH  
CAROLINA

\_\_\_\_\_  
Town Administrator



**Exhibit A**

**Legal Description of Property/Copy of Deed**

**ATTACHED SHOWS ALL THE CHANGES THAT ARE  
INCLUDED IN THE AMENDMENT.**

*Red font indicates added text, and strikethrough indicates deleted text.*

## **Section 02-7. Water Service Extensions - Inside Town.**

For residential and commercial water line extensions inside the Town, when feasible the Town shall furnish, construct, and install a service line (a water line which can serve only one customer) to the customer's property line nearest the Town's water main (a water line which is capable of serving more than one customer). The Town shall furnish the tap, meter, meter box and pipe from the main to the meter. The Town shall maintain the service line up to and including the meter; provided, it is located on a public right-of-way or easement. In case where further development is anticipated, the Town may elect to extend a distribution main sized to meet the future demands of the area.

## **Section 02-8. Water Service Extensions - Outside Town.**

The Town reserves the right to negotiate any and all water extensions ~~extensions~~ service outside the Town at its own discretion.

For residential and commercial water line extensions outside the Town, when feasible the Town shall furnish, construct and install a service line (a water line which can serve only one customer) to the customer's property line nearest the Town's water main (a water line which is capable of serving more than one customer). The Town shall furnish the tap, meter, meter box from the main to the meter. The Town shall maintain the service line up to and including the meter; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a distribution main sized to meet the future demands of the area.

Any extension of service outside the Town limits must be located on a public right-of-way or easement. In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement(s).

It shall be the policy of the Town to require that the owner of any property located outside of the Town (a "Subject Property") requesting either a new connection, upgraded connection or a change in use of the property, which would require a change to allocation, to the Town's water utility system be required to annex into the Town at such time as the Subject Property is contiguous to the corporate boundaries of the Town.

If the Subject Property is contiguous to the Town at the time such request is made, the owner of such property shall be required to submit an annexation petition to the Town prior to the connection to the utility system being made.

If the Subject Property is not contiguous to the corporate boundaries of the Town at the time such request is made, the owner of the Subject Property shall be required to execute a Declaration of Annexation Covenant prior to any connection to the utility system being made, requiring the owner of the Subject Property, or any subsequent owner, its heirs, assigns and successors, to take such action necessary to annex the Subject Property, any portion thereof, or any larger property to which the Subject Property was added, into the Town at such time as the Subject Property, any portion thereof, or any larger property to which the Subject Property was added becomes contiguous to the corporate boundaries of the Town. The Declaration of Annexation Covenant shall be in a form to be approved by the Council.

~~Before the Town agrees to initiate the provision of town water to any rural parcel of property regardless of whether the rural property is already developed or underdeveloped, the rural property owner must properly execute an annexation agreement under which the property owner, its heirs, assigns and successors, shall agree to execute a petition to annex as often as requested by the town council. The annexation agreement shall require the affected property owner to abide by all town zoning, building, landscape, and sign regulations for the zone which is most appropriate for the use of existing property or for the development plans proposed for the underdeveloped property. The owner of underdeveloped property will be required to pay for and secure all appropriate town building and zoning permits as if the underdeveloped property was already in the town. The annexation agreement declaration will be properly processed and recorded. The subject property will be annexed whenever town council determines annexation of the property is appropriate~~

The town may connect or allow continued service to other political subdivisions of the state, industrial properties and developments to the municipal water system without annexation agreements when the economic benefit is found to be in the best interest of the community. The town council shall approve such on a case-by-case basis by resolution.

~~In order to provide Town water to residential subdivisions outside the Town limits, the developer shall be required to comply with the Town regulations contained in the Land Development Regulations of the Town of Pendleton.~~

The extension of any water distribution main outside the Town limits shall first have the approval of Town council.

#### **Section 02-9. Tap Fees - Inside Town and Outside Town.**

Tap fees shall be based on the size service connection and meter required. Tap fees in Town shall be in accordance with the water system charges as periodically adopted and published by the Town.

Tap fees and meters above the size of two inches shall be negotiated and shall include all costs associated with the installation.

The customer shall pay in advance when application is made at Town Hall.

#### **Section 02-10. Computation of Charges When Meter Fails to Register; Unwarranted Testing of Meters.**

In case where a water meter fails to register, the monthly charges shall be determined by the average of the three most recent months of consumption preceding the malfunction.

Unwarranted testing of water meters shall be charged to the customers, and this charge shall not be less than the actual cost of shipping and testing the meter.

#### **Section 02-11. Tapping Street Mains, Laying Service Pipe, etc.**



7. Compliance sampling and monitoring conducted by the Town;
8. Submittal of semiannual pretreatment program reports to S.C. DHEC;
9. Compliance inspections and audits conducted by S.C. DHEC of pretreatment program;
10. Clerical activities associated with records retention, correspondence, etc.
11. POTW toxicity tests (influent and effluent);
12. Professional/consultation fees associated with pretreatment program administration;
13. Annual publications of significant non-compliance; and
14. Equipment and supplies.

#### **Section 03-11. Sewer Extensions - Inside Town.**

For residential and commercial sewer line extensions inside the Town, when feasible, the Town shall furnish, construct, and install a service line (a sewer line which can serve only one customer) to the customer's property line nearest the Town's sewer main (a sewer line which is capable of serving more than one customer). The Town shall furnish the tap and pipe from the main to the customer's property line; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a collection main sized to meet the future demands of the area.

In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement.

#### **Section 03-12. Sewer Extensions Service - Outside Town.**

The Town reserves the right to negotiate any and all sewer extensions **service** outside the Town at its own discretion.

For residential and commercial sewer line extensions outside the Town, when feasible the Town shall furnish, construct and install a service line (a sewer line which can serve only one customer) to the customer's property line nearest the Town's sewer main (a sewer line which is capable of serving more than one customer). The Town shall furnish the tap, and pipe from the main to the customer's property line; provided, it is located on a public right-of-way or easement. In cases where further development is anticipated the Town may elect to extend a collection main sized to meet the future demands of the area.

Any extension of service outside the Town limits must be located on a public right-of-way or easement. In cases where service lines must be extended across private property, the customer shall be responsible for obtaining the required easement(s).

**It shall be the policy of the Town to require that the owner of any property located outside of the Town (a "Subject Property") requesting either a new connection, upgraded connection or a change**

in use of the property, which would require a change to allocation, to the Town's water utility system be required to annex into the Town at such time as the Subject Property is contiguous to the corporate boundaries of the Town.

If the Subject Property is contiguous to the Town at the time such request is made, the owner of such property shall be required to submit an annexation petition to the Town prior to the connection to the utility system being made.

If the Subject Property is not contiguous to the corporate boundaries of the Town at the time such request is made, the owner of the Subject Property shall be required to execute a Declaration of Annexation Covenant prior to any connection to the utility system being made, requiring the owner of the Subject Property, or any subsequent owner, its heirs, assigns and successors, to take such action necessary to annex the Subject Property, any portion thereof, or any larger property to which the Subject Property was added, into the Town at such time as the Subject Property, any portion thereof, or any larger property to which the Subject Property was added becomes contiguous to the corporate boundaries of the Town. The Declaration of Annexation Covenant shall be in a form to be approved by the Council.

~~Before the Town agrees to initiate the provision of town water to any rural parcel of property regardless of whether the rural property is already developed or underdeveloped, the rural property owner must properly execute an annexation agreement under which the property owner, its heirs, assigns and successors, shall agree to execute a petition to annex as often as requested by the town council. The annexation agreement shall require the affected property owner to abide by all town zoning, building, landscape, and sign regulations for the zone which is most appropriate for the use of existing property or for the development plans proposed for the underdeveloped property. The owner of underdeveloped property will be required to pay for and secure all appropriate town building and zoning permits as if the underdeveloped property was already in the town. The annexation agreement~~ declaration will be properly processed and recorded. The subject property will be annexed whenever town council determines annexation of the property is appropriate

The town may connect or allow continued service to other political subdivisions of the state, industrial properties and developments to the municipal water system without annexation agreements when the economic benefit is found to be in the best interest of the community. The town council shall approve such on a case-by-case basis by resolution.

~~In order to provide Town water to residential subdivisions outside the Town limits, the developer shall be required to comply with the Town regulations contained in the Land Development Regulations of the Town of Pendleton.~~

The extension of any water distribution main outside the Town limits shall first have the approval of Town council.

### **Section 03-13. (Reserved).**





# PENDLETON

## SOUTH CAROLINA

### History, Hospitality & Happenings!

#### Town of Pendleton Department Head Agenda Item Request Form

The South Carolina Freedom of Information Act requires the Town of Pendleton to publicly post the agendas of Town Council meetings. Additionally, all agenda items must be listed and must describe the nature of the item(s) being considered. In order to meet these legal requirements, it is necessary to provide us with the following information before it can be placed on the agenda. **The deadline for submitting an agenda item request and supporting documentation for Council Member Agenda Packets is Wednesday 12:00 pm before the Council meeting.** Requests received after that time will be scheduled for the following meeting.  
*Please print or type all information.*

Name of person making the request: Tony Cirelli

Phone: (864) 245-0523

Date Submitted: 12/23/19

Time Submitted: 3:45p.m.

Meeting Date: 1/06/20

**Agenda Item Title:** the consideration of an ordinance to amend the official zoning map of the Town of Pendleton on SC 187 in "The Grove " from Area Wide Business (AB) to Medium Density Residential (R-3). The Planning Commission is recommending that Town Council rezone 24.34 acres in the Grove Development from AB to R-3 for the Owner/Developer, Mr. Richard Bennett.

The Planning Commission held a public hearing on October 10, 2019, the hearing was advertised in Anderson Independent Mail newspaper on 9/24/2019 (See attached), and the property was posted along the right of ways with rezoning notices.

**Description:** This request would allow an approximate 24.34-acre tract of property located off SC Highway 187 to be re-zoned to R-3, to be used for a single-family development to be known as Belvedere Subdivision. This property can also be identified on the Anderson County Tax Map as TMS # 041-00-04-004.

**Recommended Action:** The Pendleton Planning Commission and Staff recommend that the Council approve R-3 zoning for this approximately 24.34-acre parcel for residential use.



# PENDLETON

## SOUTH CAROLINA

History, Hospitality & Happenings!

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

*To be completed by Municipal Clerk's Office:*

Date Received: 12/24/19 Time: \_\_\_\_\_ Council Meeting Date: 1/6/2020

First Reading 1-6-2020





# PENDLETON

## SOUTH CAROLINA

History, Hospitality & Happenings!

Staff report to Town Council

Meeting

January 6, 2020

7 pm

- 1) Applicant: Rich Bennett
- 2) Owner: Clemson Grove Investments
- 3) Address: SC 187, (Wild Hog Road)
- 4) Request: To rezone the property from AB to R-3 Residential Medium Density Residential.
- 5) Approximate size: Approximately 24.34 acres
- 6) Road Names /location: Off Wild Hog Road, north side of SC187.
- 7) Existing Zoning: AB Area Wide Business
- 8) Water and Sewer: The Town of Pendleton provides sewer, and Water is provided by Sandy Springs Water Company.
- 9) TMS #'s: 041-00-04-004 Pt Of.
- 10) Application fee Paid

### **Staff Evaluation:**

In reviewing this application, staff notes that the applicant has requested to rezone this 24.34 acre-parcel from (AB) Area-Wide Business to (R-3) Residential Medium Density (8,000 sqft lots). This proposed single-family subdivision has received preliminary approval for the design of the subdivision and roadways from the Planning Commission and is now awaiting Town Council's action on the rezoning so the developer (Rich Bennett) can begin the engineering and construction upon approval of the requested rezoning.

In the beginning, the entire "Grove Development" was zoned Area Wide Business (AB), which allows commercial and residential zoning within the Town of Pendleton. Mr. Rich Bennett's master plan for the 400 + acres annexed into Pendleton Town limits, includes many different uses. These uses include mini warehousing, multi-family residential, and single-family residential. Because AB zoning allowed all the proposed uses at the original adoption of the Infrastructure Development Agreement Ordinance Number 16-07, the property would not need further rezoning for the developer to execute his plan. These rezonings are being conducted so that in the future, incompatible uses are not located next to one another.



# PENDLETON

## SOUTH CAROLINA

History, Hospitality & Happenings!

The Planning Commission considers issues related to “Land Development Regulations.” The Planning Commission also addresses many aspects of the Subdivision and Land Development Ordinances, like Section 7.1,1, a. (General Site Design), as required by Town Council and specified in State Law. The Planning Commission’s approval of the preliminary plat is contingent upon the approval of re-zoning being approved at second reading by Pendleton Town Council.

**Staff recommendation:**

Staff recommends that Council approve rezoning of this 24.34-acre parcel at second reading.

State of South Carolina  
County of Anderson  
Town of Pendleton

Ordinance Number: \_\_\_\_\_

## Ordinance

The consideration of an Ordinance to amend the official zoning map of the Town of Pendleton on S.C. 187 in "The Grove" from (AB) Area Wide Business to (R-3) Medium Density Residential for the owner/developer Mr. Rich Bennett.

**WHEREAS**, this request would allow a 24.34-acre tract of property located in the Grove on S.C. 187 to be rezoned from (AB) Area Wide Business, to (R-3) Medium Density Residential. This property can also be identified as (TMS # 041-00-04-00-004) and has applied to Pendleton Town Council to request a rezoning.

**WHEREAS**, the Pendleton Planning Commission, held a public hearing on October 10, 2019, to recommend approval of this proposed re-zoning change to the Town's Zoning Ordinance, and;

**WHEREAS**, the Pendleton Town Council concurs with and accepts the recommendation of the Town's Planning Commission and Staff for allowing this rezoning of the 24.34-acre of land for the property owner/developer Rich Bennett;

**WHEREAS**, the Town Council finds the description of this property to be as follows starting on the northeast corner of the property running west this property runs; N74 degrees 38' 25.38"W for 1140.2' to N61 degrees 16' 40.33"W for 76.1' to N74 degrees 28' 08.53" W for 547.9 to N14 degrees 45' 08.47"E for 346.061' to S66 degrees 16' 13.76"E for 48.11' to N 11 degrees 50' 14.37" E for 276.474 to N47 degrees 26' 59' 70 " W for 1780.270' to S19 degrees 41' 12" W for 250.91' to S14 degrees 17' 50"W for 50.01' to S12 degrees 44' 04" W for 37.24' to S12 degrees 17' 23.76"W for 118.257' to S17 degrees 42' 33"W for 130.68' to the point of beginning.

**Then, Let it Therefore Be Ordained**, BY THE MAYOR AND COUNCIL OF THE TOWN OF PENDLETON, SOUTH CAROLINA, that the property totaling 24.34 acres located off S. C. 187, (TMS# 40-00-04-004) and being in the Town of Pendleton this rezoning is hereby approved. This Ordinance shall be effective upon the completion of second reading by this Town Council.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor, Town of Pendleton

\_\_\_\_\_  
Council Person, Ward 1

\_\_\_\_\_  
Council Person, Ward 2

\_\_\_\_\_  
Council Person, Ward 3

\_\_\_\_\_  
Council Person, Ward 4

\_\_\_\_\_  
Clerk, Town of Pendleton

Planning Commission  
Public Hearing: \_\_\_\_\_

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Page 2 of 2**

The consideration of an Ordinance to amend the official zoning map of the Town of Pendleton on S.C. 187 in "The Grove" from (AB) Area Wide Business to (R-3) Medium Density Residential for the Owner/Developer Mr. Rich Bennett.

# Independent Mail

Classified Ad Receipt  
(For Info Only - NOT A BILL)

**Customer:** TOWN OF PENDLETON

**Address:** 310 GREENVILLE ST  
PENDLETON SC 29670-1419  
USA

**Ad No.:** 0003806270

**Pymt Method** Invoice

**Net Amt:** \$101.50

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 09/24/19

**Text of Ad:**

PUBLIC NOTICE

The Town of Pendleton Planning Commission will hold a Public Hearing in Council Chambers of Town Hall, Thursday, October 10, 2019 at 6:00 pm to receive public comments on the proposed rezoning of 24.34 acres across from Pendleton High School from AB (Area wide Business) to R-3 (Residential, medium density) This property can also be identified on the Anderson County Tax Map as (TMS# 041-00-04-004 pt.of). The meeting is open to the public.

# Independent Mail

PART OF THE USA TODAY NETWORK

## Legal Advertising

**Name:** TOWN OF PENDLETON

**Address:** 310 GREENVILLE ST

PENDLETON, SC, 29670-1419 29670-1419

**Ad No:** 0003806270

**Class:** Public Notices

**Rate:** Legal Rate

**Publish Dates:**

Tuesday, September 24, 2019

**Lines:**

14.00

I, Sirona Becklund being the Legal Advertising Agent for The Independent Mail, do hereby testify that the attached legal ad was published on 14 lines for 1 consecutive weeks, as set forth above, in the Independent Mail beginning on 09/24/2019 and ending on 09/24/2019

Sworn to and Subscribed before me this 24 day of September, 2019

Sirona Becklund

Legal Advertising Clerk

Tara Mondloch

TARA MONDLOCH  
Notary Public  
State of Wisconsin

My commission expires August 6, 2021

The Independent Mail 1000 Williamston Rd. Anderson, SC 29625



Belvedere  
sub  
SITE  
24.34  
ACRES

SP  
187

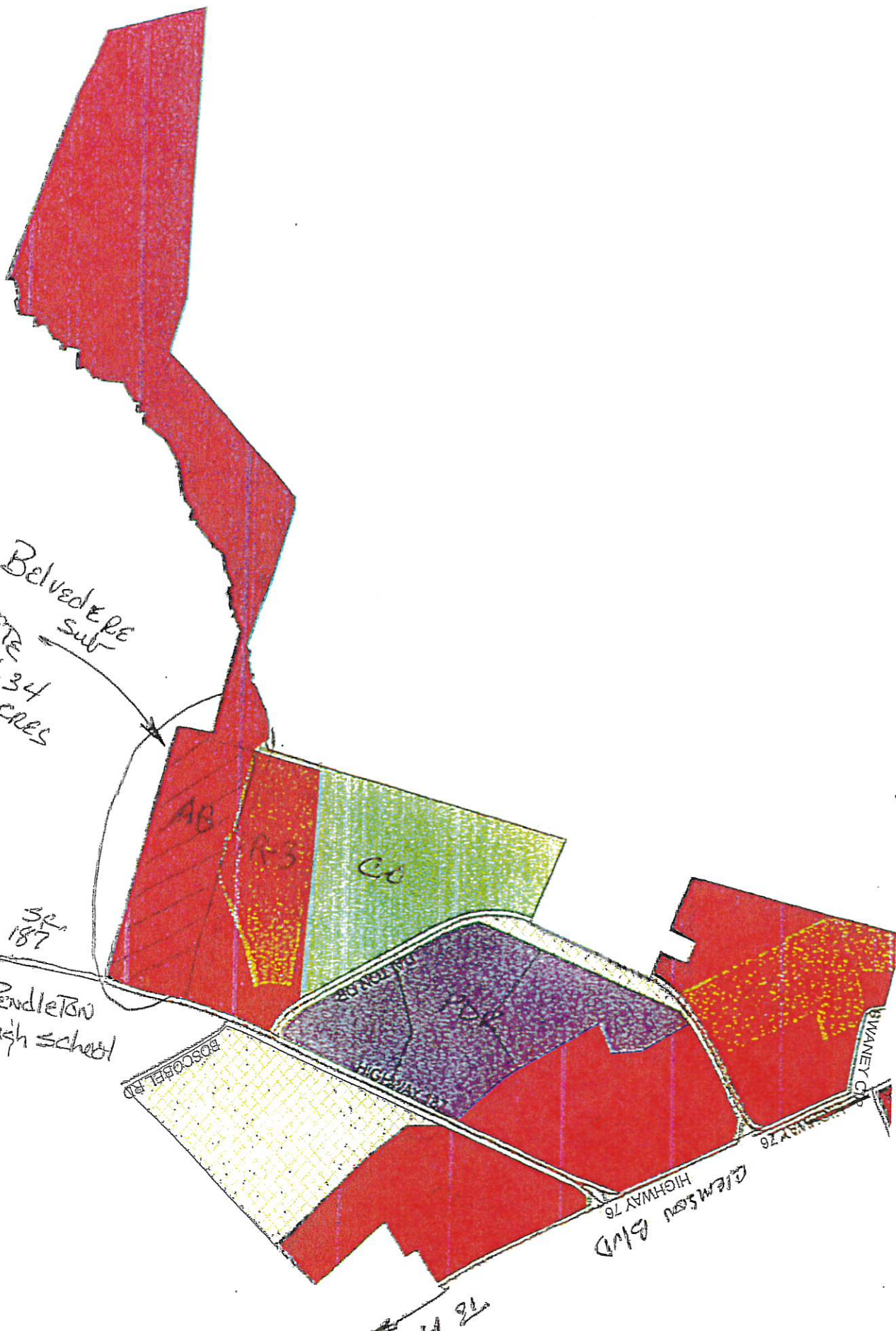
Pendleton  
High school

BOSCOBEL RD

WILSON RD  
HIGGS RD

GLENSIDE BLVD  
HIGHWAY 76

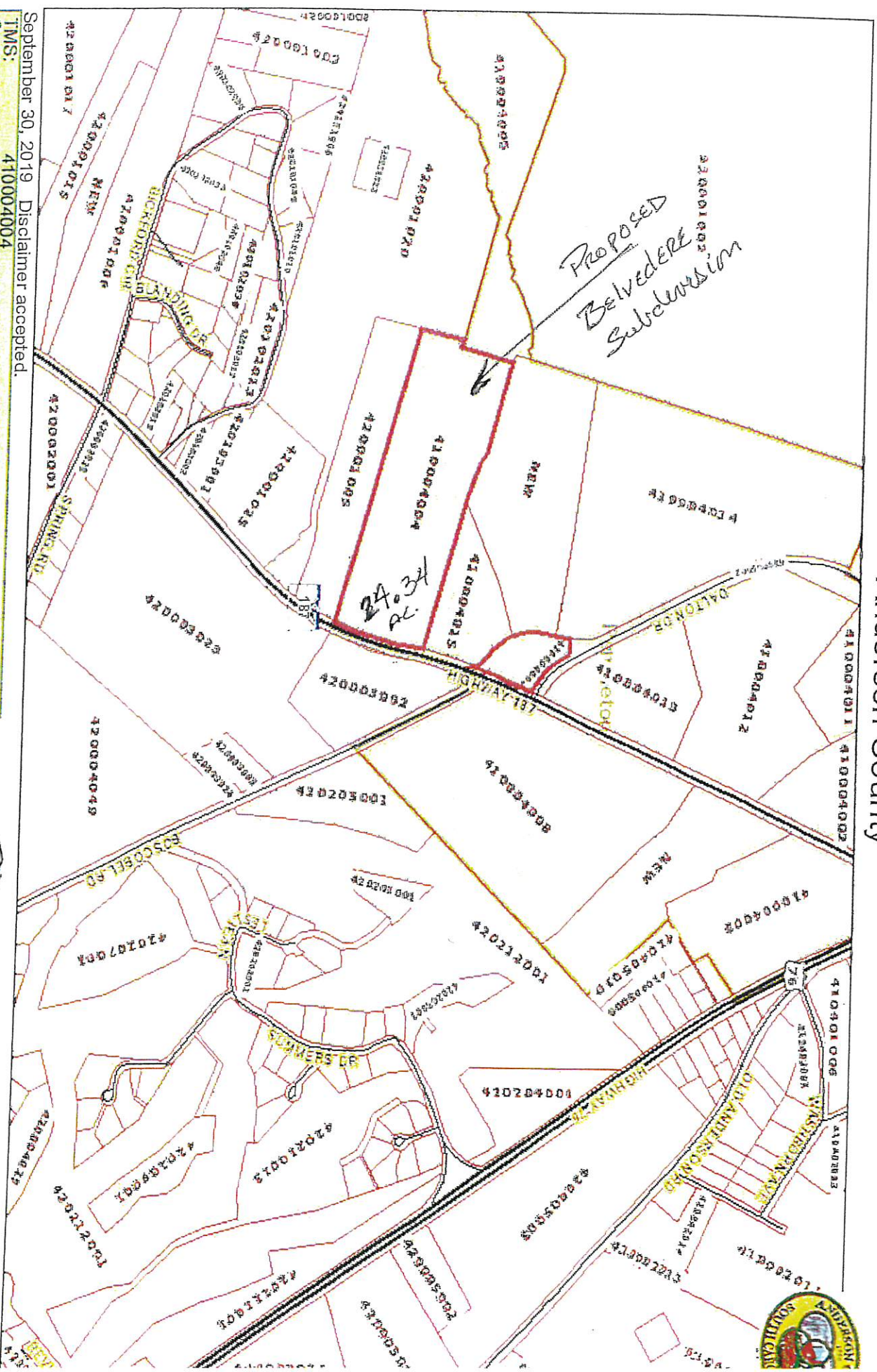
WYANET CR





# Anderson County

Proposed  
Belvedere  
Subdivision



September 30, 2019 Disclaimer accepted.

TMS:

410004004

CLEMSON GROVE INVESTMENTS LLC

Owner:

Address: 6004 HWY 24

City/State: TOWNVILLE SC

Deed Book: 11392

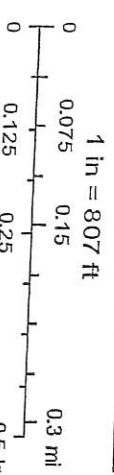
Tax District: 44

Sale Year: 2014

Deed Page: 167

Description: PT TR 4 DALTON DR 46.05 AC

Sale Price: \$4,297,000 Market Value: \$828,900



Anderson County GIS

ESRI, Highland Mapping, and Anderson County GIS





# PENDLETON

SOUTH CAROLINA  
History, Hospitality & Happenings!

## Town of Pendleton Department Head Agenda Item Request Form

The South Carolina Freedom of Information Act requires the Town of Pendleton to publicly post the agendas of Town Council meetings. Additionally, all agenda items must be listed on the agenda and must describe the nature of the item(s) being considered. In order to meet these legal requirements, it is necessary to provide us with the following information before it can be placed on the agenda. **The deadline for submitting an agenda item request and supporting documentation for Council Member Agenda Packets is Wednesday 12:00 pm before the Council meeting.** Requests received after that time will be scheduled for the following meeting.

*Please print or type all information.*

**Name of person making request:** SM/ab **Phone:** 646-9409

**Date Submitted:** 12/13/2019 **Time Submitted:** 10:39 am **Meeting Date:** 1/6/2020

**Agenda Item Title:** CONSIDERATION OF SECOND AND FINAL READING OF "AN ORDINANCE TO CHANGE THE CORPORATE LIMITS AND ANNEX PROPERTY INTO THE TOWN OF PENDLETON, SOUTH CAROLINA AND DEFINE TEMPORARY ZONING CLASSIFICATION AS REQUESTED BY PROPERTY OWNERS LESTER & PHILLIP MORGAN"

**Description:** First reading of this Ordinance was held at the October 7, 2019, meeting. The developer has purchased the property and is ready to move forward with final annexation.

**Recommended Action:** Approval

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

.....  
*To be completed by Municipal Clerk's Office:*

*Date Received:* 12-13-19 *Time:* \_\_\_\_\_ *Council Meeting Date:* 1-6-2020

1<sup>st</sup> Reading 10-7-2019

2<sup>nd</sup> Reading \_\_\_\_\_

**Ordinance No. 19-12**

**“An Ordinance to Change the Corporate Limits and Annex Property into the Town of Pendleton, South Carolina and Define Temporary Zoning Classification as requested by property owners Lester & Phillip Morgan”**

**WHEREAS**, the request will allow a one (1) acre tract of property located on US Hwy. 76 owned by Lester and Phillip Morgan to be annexed into the Town Limits of Pendleton, and;

**WHEREAS**, the one (1) acre tract will be a portion of TMS# 41-03-03-023 as shown on the attached map, and;

**WHEREAS**, the parcel of property has the following descriptions on record with Anderson County:

Legal Description 1: CP 000/000 PP 024/065

Legal Description 2: F000 PP 012/286

Legal Description 3: Hwy 76 .25 AC

and;

**WHEREAS**, being in an unincorporated area of Anderson County, there is no zoning for the property, and;

**WHEREAS**, the property owners request the Town of Pendleton temporarily zone the property (AB) Area Wide Business with permanent zoning of (AB) Area Wide Business being completed within 90 days after second and final reading of this Ordinance.

**NOW THEREFORE BE IT ORDAINED**, by the Pendleton Town Council that the following area be annexed into the Town of Pendleton, South Carolina. A portion of **TMS # 41-03-03-023** as reflected on the attached map be annexed into the corporate limits of the Town of Pendleton and temporarily zoned (AB) Areawide Business.

**MAYOR:** \_\_\_\_\_

**COUNCIL:**

“An Ordinance to Change the Corporate Limits and Annex Property into the Town of Pendleton, South Carolina and Define Temporary Zoning Classification as requested by property owners Lester & Phillip Morgan”

**WARD 1:** \_\_\_\_\_

**WARD 2:** \_\_\_\_\_

**WARD 3:** \_\_\_\_\_

**WARD 4:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**Municipal Clerk**

September 25, 2019

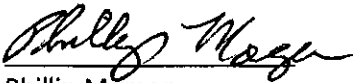
Town of Pendleton  
Attn: Mayor Frank Crenshaw  
310 Greenville St  
Pendleton SC 29670

Ref: Annexation of Property

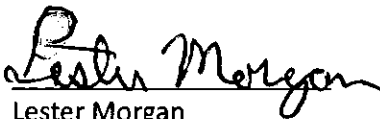
Dear Mayor Crenshaw

Please accept this letter and the attached map at our request to begin the annexation procedures on the property shown. We will not be annexing the whole property at this time only the property outlined in blue. We will provide a legal description of the boundary for this property to be annexed. Please have the first reading in October of 2019 and the second reading in November with an effective date of January 1, 2020

Sincerely



Phillip Morgan  
P.O. Box 312  
Pendleton SC 29670



Lester Morgan  
P.O. Box 312  
Pendleton SC 29670



704 76

Westing house



 | Acres ▾  
Measurement Result  
1.07 Acres  
1 ACRE +/-

Measure





Main=&gt;Real Property=&gt;Property Search=&gt;Select Record=&gt;Property Detail

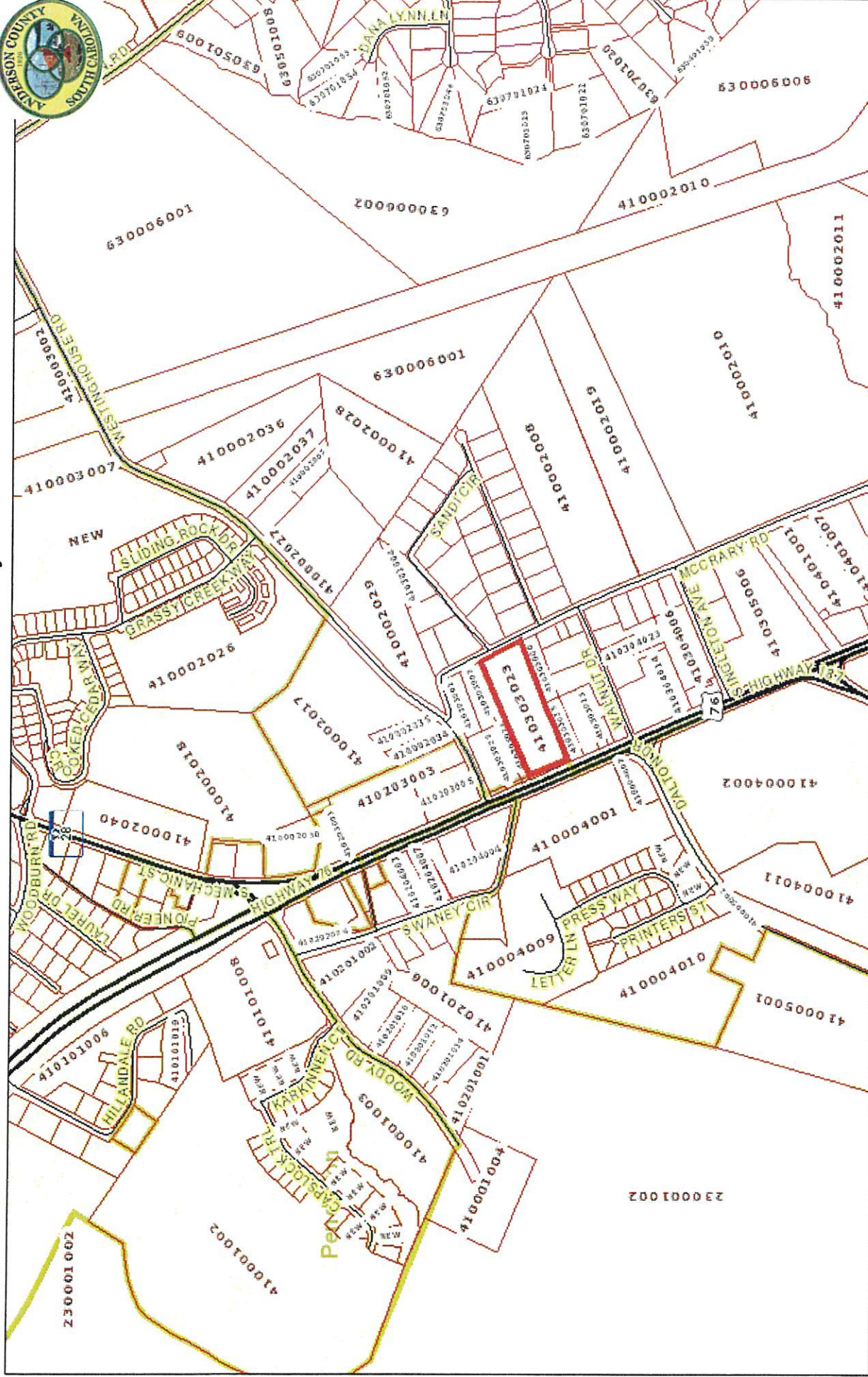
| Property Record Detail     |                             |                             |                |                             |            |           |     |
|----------------------------|-----------------------------|-----------------------------|----------------|-----------------------------|------------|-----------|-----|
| <a href="#">View Taxes</a> |                             | <a href="#">View Parcel</a> |                |                             |            |           |     |
| TAXMAP NO.                 |                             | OLD TAXMAP NO.              |                | PARENT TMS NO.              |            |           |     |
| 041-03-03-023-044          |                             |                             |                | 041-03-03-003               |            |           |     |
| Owner Information          |                             |                             |                |                             |            |           |     |
| Current Owner              |                             |                             | Previous Owner |                             |            |           |     |
| Name                       | MORGAN PHILLIP S + LESTER C |                             | Name           | MORGAN PHILLIP S            |            |           |     |
| Address                    | PO BOX 312                  |                             | Address        | PO BOX 312                  |            |           |     |
| City/State                 | PENDLETON SC                |                             | City/State     | PENDLETON SC                |            |           |     |
| Zip                        | 29670-0000                  |                             | Zip            | 29670-0000                  |            |           |     |
| Sales Information          |                             |                             |                |                             |            |           |     |
| Date                       | Sheet                       | Parcel                      | Price          | Buyer                       |            |           |     |
| 9/22/2017                  | 13046                       | 00230                       | \$ 5.00        | MORGAN PHILLIP S + LESTER C |            |           |     |
| 5/07/1997                  | 2617                        | 00281                       | \$ 1.00        | MORGAN PHILLIP S            |            |           |     |
| 6/08/1981                  | 19P                         | 71                          |                | KING T BERT                 |            |           |     |
| Property Information       |                             |                             |                |                             |            |           |     |
| Subdivision                |                             |                             |                | Parcel                      | 044        |           |     |
| Physical Address           |                             |                             |                | Market Value                | 25,000     |           |     |
| APN                        |                             |                             |                | Pro. Value                  | 25,000     |           |     |
|                            |                             |                             |                | Tax Value                   | 25,000     |           |     |
|                            |                             |                             |                | Notes                       |            |           |     |
| Legal Description          |                             |                             |                |                             |            |           |     |
| Legal Desc 1               | CP 000/000 PP 024/065       |                             |                |                             |            |           |     |
| Legal Desc 2               | F000 D000 PP 012/286        |                             |                |                             |            |           |     |
| Legal Desc 3               | HWY 76 .25 AC               |                             |                |                             |            |           |     |
| Assessment Totals          |                             |                             |                |                             |            |           |     |
| YEAR                       | ACRES                       | LOTS                        | LAND VALUE     | TOTAL VALUE                 | PRO. VALUE | TAX. CHG. | RE. |
| 2018                       |                             | 1                           | 1500           |                             | 1500       | C         |     |
| 2017                       |                             | 1                           | 1500           |                             | 1500       | C         | 20  |
| 2016                       |                             | 1                           | 1740           |                             | 1740       | C         | 07  |

Legal Disclaimer - HELP - Privacy Disclaimer

COPYRIGHT 2002, ANDERSON COUNTY SC



# Anderson County



September 20, 2019 Disclaimer accepted.

TMS: 410303023  
 Owner: MORGAN PHILLIP S + LESTER C  
 Owner Address: PO BOX 312  
 City/State: PENDLETON SC  
 Deed Book: 13046  
 Tax District: 401  
 Sale Year: 2017  
 Deed Page: 230  
 Description: HWY 76 4.34 AC  
 Sale Price: \$5  
 Market Value: \$434,000  
 Zip Code: 29670



ACGIS  
 Anderson County GIS



1 in = 807 ft  
 0 0.075 0.15 0.25 0.3 mi  
 0 0.125 0.25 0.5 km

ESRI, Highland Mapping, and Anderson County GIS

## Amber Barnes

---

**From:** Tal Slann <slanntal@gmail.com>  
**Sent:** Monday, December 02, 2019 10:02 AM  
**To:** Amber Barnes  
**Subject:** We just spoke

Tiger Express Wash of Pendleton has closed on the land. Please continue with annexation.

Thanks,  
Tal

Tal Slann  
Realtor, Developer  
864.650.1008  
Sent from my semi reliable iPhone 8  
Please excuse my typos



## 100 Percent Petition Form

TO THE MAYOR AND COUNCIL OF THE CITY/TOWN OF PENDLETON:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City/Town by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows:

[**Required:** Insert description of territory. The description may be taken from deeds or may be drawn to cover multiple parcels using known landmarks. It should be definitive enough to accurately fix the location.]

[**Recommended:** The property is designated as follows on the County tax maps: 410303023  
1 ACRE OF THIS PARCEL]

[**Recommended:** A plat or map of the area should be attached. A tax map may be adequate.]

[**Optional:** It is requested that the property be zoned as follows: AB]

File 3/2 422 College Ave, Suite 200  
Signature Street Address, City Date Clemson, SC 29631  
[Add signature lines as necessary.]

---

### For Municipal Use:

Petition received by \_\_\_\_\_, Date \_\_\_\_\_

Description and Ownership verified by \_\_\_\_\_, Date \_\_\_\_\_

Recommendation \_\_\_\_\_

By: \_\_\_\_\_, Date \_\_\_\_\_



# PENDLETON

SOUTH CAROLINA  
History, Hospitality & Happenings!

## Town of Pendleton Department Head Agenda Item Request Form

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*Please print or type all information.*

**Name of person making request:** SM/ab **Phone:** 646-9409

**Date Submitted:** 9/26/2019

**Time Submitted:** 3:38 pm

**Meeting Date:** 10/7/19

**Agenda Item Title:** CONSIDERATION OF FIRST READING OF "AN ORDINANCE TO CHANGE THE CORPORATE LIMITS AND ANNEX PROPERTY INTO THE TOWN OF PENDLETON, SOUTH CAROLINA AND DEFINE TEMPORARY ZONING CLASSIFICATION AS REQUESTED BY PROPERTY OWNERS LESTER & PHILLIP MORGAN"

**Description:** The Morgan's are requesting a portion of the property on the attached map be annexed into Town. Between first reading and second reading, the property will be purchased by a developer who will develop the property in to a car wash. That developer will then confirm the annexation request so he can be serviced with our utilities.

**Recommended Action:** Approval

Please attach any pertinent documents to support this item. This will help the Town Council to make an informed decision in the best interest of the Town of Pendleton.

.....  
*To be completed by Municipal Clerk's Office:*

*Date Received:* 9-26-19 *Time:* \_\_\_\_\_ *Council Meeting Date:* 10-7-19