PENDLETON
SOUTH CAROLINA
History, Hospitality & Happenings!

Town of Pendleton
Planning Commission
Regular Meeting
October 8, 2026
Pendleton Town Hall, 6:00 pm

AGENDA:

1. **Call to Order:**

2. **Approval of prior meeting minutes:** Approval of the meeting minutes from September 10 and September 17, 2026.

3. **Public Comments**.

4. **Public Hearing**
   a. Hold a Public Hearing to gather information before making a recommendation to Pendleton Town Council to amend the zoning map and to rezone property located at 610 Cherry Street, having TMS#40-16 -01-002 from R2(Low-Density Residential) to R1(Low-Density Residential).

   b. Hold a Public Hearing TO RECEIVE PUBLIC INPUT REGARDING SETTLEMENT OF A PENDING LAWSUIT - CIVIL ACTION NO. 2026-CP-04-00160, WHICH SETTLEMENT INCLUDES AN ORDINANCE AUTHORIZING AND APPROVING A DEVELOPMENT AGREEMENT BY AND AMONG THE TOWN OF PENDLETON, SOUTH CAROLINA, CPG DEVELOPMENT, LLC, AND MCCABE PROPERTIES, LLC, PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT, TITLE 6, CHAPTER 31 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, WITH RESPECT TO APPROXIMATELY 79.76 ACRES LOCATED BETWEEN CHERRY STREET EXTENSION AND LEBANON ROAD AND IDENTIFIED AS ANDERSON COUNTY TAX MAP NOS. 62-00-08-009 AND 63-00-01-007, KNOWN AS THE RETREAT AT TOWN CREEK; FINDING THAT THE PROPERTY CONTAINS TWENTY-FIVE ACRES OR MORE OF HIGHLAND AND THAT THE TERM OF THE DEVELOPMENT AGREEMENT COMPLIES WITH SECTION 6-31-40; FINDING THAT THE DEVELOPMENT AGREEMENT AND THE DEVELOPMENT AUTHORIZED THEREBY ARE CONSISTENT

WITH THE TOWN'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS; ESTABLISHING REQUIREMENTS AND PROCEDURES FOR THE DEVELOPMENT AGREEMENT, INCLUDING REQUIRED INFORMATION AND PERIODIC REVIEW; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT; PROVIDING FOR RECORDATION; AUTHORIZING THE SETTLEMENT AND DISMISSAL OF CIVIL ACTION NO. 2026-CP-04-00160; AND OTHER MATTERS RELATED THERETO. (No action will be taken on this item by the Planning Commission.)

5. **Action Item**
   a. The consideration of approving a resolution making a recommendation to Pendleton Town Council to amend the zoning map to rezone property located at 610 Cherry Street, TMS#40-16 -01-002, from R2(Low-Density Residential) to R1(Low-Density Residential).

6. **Adjournment:**

PENDLETON
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History, Hospitality & Happenings!

Town of Pendleton
Planning Commission
Regular Meeting
September 10, 2026
Pendleton Town Hall, 6:00

MINUTES:

1. **Call to Order:** The meeting was called to order by Vice-Chair Dawson at 6 pm. Chairman Holland notified staff that they would be absent from this meeting,

2. **Public Comments**.
   a. Alex Symborksi, 1200 Cherry Street Extension
      - I. See attached submission to staff during the meeting.

3. **Work Session:** Work Session on items from Resolution 03-2026

   a. The Consultant, Rebecca Vance, asked if there were any additional amendments or additions needed for the draft amendments presented during the meeting.
      - Ensure that anywhere the word city is used, it is corrected to say town.
      - Anywhere that specific dollar fees are listed, change to say as determined in the comprehensive fee schedule.
      - Clarify language on declaring a tree that is healthy vs unhealthy.
      - Clarify language on administrator vs zoning administrator.
      - There is an in-depth discussion on the removal of trees in the buffer yard area for single-family houses, on what areas of the yard should be affected, and the benefits and costs of this section that will affect the Town.
      - Staff and the consultant reminded the commission that if the Town Council does not like the tree ordinance as recommended and prepared for them, the council can change or remove the ordinance to meet their expectations.
      - Correct language to say the zoning administrator can approve a fee in lieu of for tree mitigation.
      - Add a definition for critical root zone.
      - Amend the canopy tree definition to include overstory tree.

- Building materials section- clarify language to say prohibited instead of discouraged.
- Regarding design standards, state that the design standards apply everywhere, even in overlay districts, and clarify that the stricter of the two shall apply.
- Lighting section- street lighting- clarify language to state public street lighting.
- Correct the high efficiency lighting section.

4. **Adjournment:**
   a. Vice-Chair Dawson called for a motion to adjourn.
      - Ms. Gemmill motioned to adjourn, seconded by Mr. Moloney. All those present were in favor.

Chairman: _____ Date:_____

Submitted to Staff 9/10/26 at Work session

south carolina citizens requests to have town records corrected under foia request 82/2000

Correcting Town Records in South Carolina Under FOIA

In South Carolina, the **Freedom of Information Act (SC FOIA)**, codified at **S.C. Code Ann. §§ 30-4-10 through 30-4-165**, gives citizens the right to inspect, copy, or receive electronic copies of public records held by any public body, including towns projectpapertrail.org+1. This includes records that may need correction.

How to Request Records

- **Send a written request** to the town's **records custodian** or FOIA officer (if one is listed). If unsure, address it "Attn: Records Custodian" and ask them to forward SS www.searchsystems.net.
- **Be specific**: Name the records, dates, parties involved, and any identifying details. Avoid asking questions — the law requires agencies to produce records, not answers SS www.searchsystems.net.
- **Cite the law**: Include "South Carolina Freedom of Information Act" in your request SS www.searchsystems.net.
- **Ask for electronic delivery** to save costs and speed processing SS www.searchsystems.net.

Response Deadlines

- **10 business days** for records up to 24 months old.
- **20 business days** for older records projectpapertrail.org.

Fees

- Agencies may charge reasonable fees for search, retrieval, and redaction, capped at prevailing commercial rates for copies. Electronic records are generally free to inspect projectpapertrail.org.
- You can set a written cost ceiling in your request SS www.searchsystems.net.

Exemptions

Records cannot be withheld unless a specific statutory exemption applies. Common exemptions include:

Submitted to staff 9/10/25
at work session

Why Correcting Old Errors in Town Documents Is Important

Correcting old errors in town documents is essential for **maintaining accuracy, transparency, and legal compliance**. Even if the original record is years old, outdated or incorrect information can still cause problems if it's relied upon in decisions, audits, or legal matters.

1. Ensures Accuracy and Trustworthiness

Old errors can mislead officials, residents, and other stakeholders. If a document contains incorrect names, addresses, dates, or regulations, it can lead to wrong decisions, such as issuing permits to the wrong person or applying outdated rules. Correcting these errors ensures that the record reflects the true, current state of affairs CLIMB.

2. Maintains Legal and Compliance Integrity

Many jurisdictions require that official records be accurate and up to date. Outdated or incorrect documents can expose the town to **compliance risks, fines, or legal challenges**. For example, if a zoning or building permit is based on an old, incorrect map, it could be challenged in court alisodigital.com.

3. Supports Transparency and Accountability

Proper correction methods—such as striking through the error, writing the correct information nearby, and initialing/dating the change—create an **audit trail**. This shows who made the correction, when, and why, protecting both the town and the person making the change CLIMB+1.

4. Prevents Operational and Financial Losses

Incorrect records can waste time, cause delays, and increase costs. For example, if a permit application is processed based on outdated information, it may require costly rework or legal defense. Correcting errors early avoids these downstream problems alisodigital.com.

5. Builds Public Confidence

Residents and businesses rely on town documents for services, permits, and regulations. If records are consistently accurate, it builds trust in local government and encourages compliance with rules.

August 13, 2026 Submitted to Staff 9/16/26 at Work Session

Pendleton Planning Commission

Chairperson Holland and Commission Members,

The current lawsuit settlement will require a Public Hearing and Town Council's approval. Important corrective material was provided to The Planning Commission in 2025. It shows that parcel 620008009 was not included in the 2005 – 2008 annexation and development ordinances. By looking into the records of 2009 and later we find Ordinance 09-14 (12/7/2009) detailing the Cherry Street Extension annexation and the Ordinance 10-02 (4/20/2010) accepting the site plan and development proposal presented by the owner at that time. So the correct zoning of that parcel is not lost at all; but properly located in the Town Records for the period November 2009 through May 2010.

Since this information was only presented to the Planning Commission, I am formally requesting that the Planning Commission acknowledge and convey to the Town Council this correction.

The documents to be noted for correction are

1. 2025 Town Resolution on Procedure for Major Change (page 1).
2. Staff Reports of July, September, and December, page 1,under "Existing Conditions"
3. CPG / McCabe lawsuit, Notice of Appeal(1/21/2026, Exhibit 'C')
4. Town Answer (2/19/2026, 10th Circuit Court of Common Pleas 2026-CP-04-00160.

Respectfully submitted,

Alex P Symborski

Pendleton Station, LLC

461 Jessen Lane
Suite C
Charleston, SC 29492

Phone: 1-843-881-7352
Fax: 1-843-971-1959
Email: Thomas@xxxxx.com

November 16, 2004

City of Pendleton
Mayor Carol Burdette
310 Greenville St.
Pendleton, SC 29670

Dear Mayor Burdette:

After discussions with you and the City's Administrator, Terri Perri we are formally requesting the One Hundred Forty and forty one hundredths (140.41) acres known as Pendleton Station to be annexed to the City of Pendleton under the City's Zoning Ordinance, **SECTION 1214 – PD-MU, PLANNED DEVELOPMENT MIXED USE DISTRICT**. We have submitted detailed plans for Phase I, and we anticipate the future phases of the development to have similar densities, architectural appearance and layout.

The parcels of property Pendleton Station, LLC is requesting to be annexed are identified as the following:

1.81 acre parcel	TMS# 004-00-02-005
31.31 acre parcel	TMS# 063-00-01-006
31.31 acre parcel	TMS# 063-00-01-007
3.07 acre parcel	TMS#-063-00-01-008
72.91 acre parcel	TMS# 063-00-01-001

TM 062-00-08-009

NOT HERE

Along with this letter we are enclosing the plated properties with TMS #'s and a letter from Mr. Jerry Meehan, requesting Annexation. We look forward to a December reading and working with you. Please contact me with any questions.

Respectfully,

Thomas M. Daniel
Manager
Pendleton Station, LLC

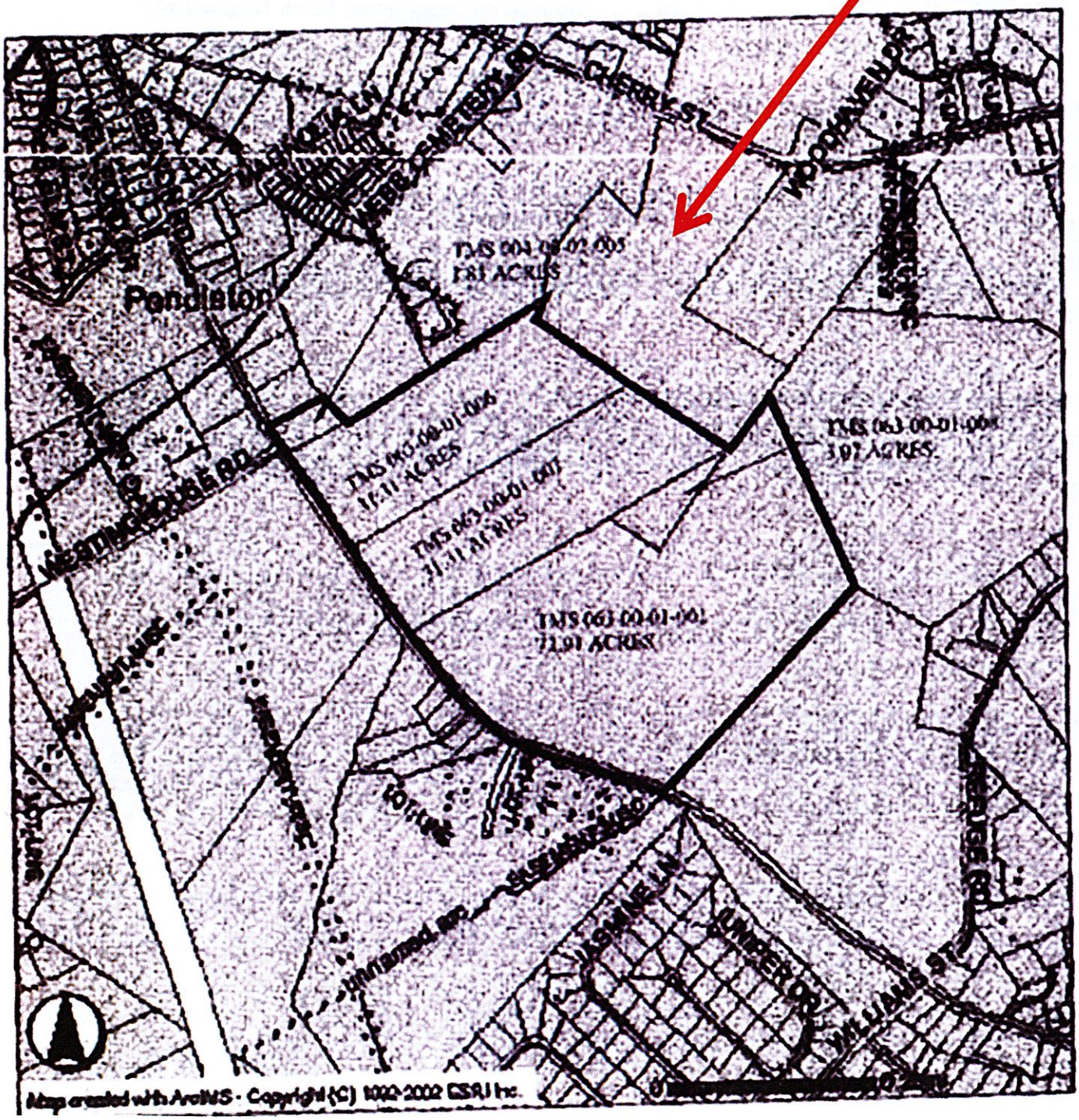
Enclosures: 2

ENCLOSURE 1

1.81 acre parcel	TMS# 004-00-02-005
31.31 acre parcel	TMS# 063-00-01-006
31.31 acre parcel	TMS# 063-00-01-007
3.07 acre parcel	TMS# 063-00-01-008
72.91 acre parcel	TMS# 063-00-01-001

HERE it is !!

Outside the annexation boundary !



SITE PLAN APPROVAL

Ordinance Number: 10-02

State of South Carolina
County of Anderson
Town of Pendleton

An Ordinance to establish district regulations as set forth in the Site Plan and Descriptive Statement for property on Cherry Street Extension (TMS 062-00-08-009) to be known as "The Gardens at Town Creek"

WHEREAS, property located on Cherry Street Extension (TMS 062-00-08-009) was annexed into the Town of Pendleton on December 7, 2009 by the Pendleton Town Council as a PD-MU, Planned Development Mixed-Used zoning district; and

WHEREAS, the Town of Pendleton Zoning Ordinance requires that any PD- Planned Development district shall be accompanied by a Site Plan and Descriptive Statement that shall establish the district regulations for that district; and

WHEREAS, the submittal and request for review of a Site Plan and Descriptive Statement must go to the Planning Commission for a recommendation; and

WHEREAS, the Town of Pendleton Planning Commission, pursuant to public notice, held a public hearing on January 21, 2010, to review the Site Plan and Descriptive Statement; and subsequently, the Town of Pendleton Planning Commission recommended APPROVAL of the Site Plan and Descriptive of the property on Cherry Street Extension (TMS 062-00-08-009) at the meeting held on January 21, 2010; and

WHEREAS, the Town Council has considered the evidence presented at the public hearing held by the Town of Pendleton Planning Commission, and has considered the recommendations of the Planning Commission; and

WHEREAS, the Town Council finds the zoning district standards established within the Descriptive Statement and Site Plan for the specified Planned Development District to be compatible with the Town's Comprehensive Plan.

Therefore, Let it Be Ordained, BY THE MAYOR AND COUNCIL OF THE TOWN OF PENDLETON, SOUTH CAROLINA, that the Site Plan and Descriptive Statement for the property on Cherry Street Extension (TMS 062-00-08-009) to be known as "The Gardens at Town Creek" is hereby APPROVED and shall set forth the zoning district standards for the specified property. This Ordinance shall be effective upon second reading by the Town Council.

DONE, RATIFIED AND PASSED THIS THE 20th DAY OF April, 2010.

Mayor, Town of Pendleton

Center Park Group Proposal for Cherry Street Extension Property Zoning Reference, Pendleton, SC Ord#10-02 - - -38.6 Acre TM-062-00-08-009

The19 items below apply to the 38.6-acre 2009 annex, one parcel of two comprising CPG's proposal. The parcel lies East of Town on the South side of Cherry Street just inside the Town Limits. They trace the time from the owner's request in 2009 until May of 2010, one month after full Council approval of the zoning and site plan.

I believe everything below can be obtained from the Town by FOIA request. Of two versions from Apex Homes, only one has a nurse-staffed building and apartment style care building and 25 'independent living' cottages units. Town Planner Mr. Kurjiaka's letter and the January PPC minutes both verify this one to be the final version, item [7 below. The January 21 PPC meeting, including a Public Hearing, ended in a favorable 4 to 1 vote. There was a February 18th Joint TC-PPC meeting with a work session devoted exclusively to the proposal. It was first read in Council, March 1st and passed unanimously at 2nd reading on April 20, 2010.

1. Letter of Aug.26, 2009, to Administrator, Teri Sloan, from Enterprise Bank.
2. Ordinance 09-14, 12/7/2009, Annexation of 38.6 acres, and zoned as PD-MU
3. "Gardens At Town Creek" Proposal (Earlier and Original 12-page document)
4. L1 Landscape page (not in Town file?) but from L. Symborski 13 p. 2009. hardcopy.
5. PPC Meeting Minutes, Regular Meeting of November 19, 2009 (Note item 5.b)
6. PPC Meeting Minutes of December 17, 2009 (Note item 5.a)
7. GARDENS at Town Creek Proposal (13-page revised version)
8. GARDENS at Town Creek Project Summary (To be honest, date is not known)
9. Letter to PPC from Mr. Kurjiaka, Planner, Jan 19, 2010
10. PPC Minutes of Regular Meeting and Public Hearing of Jan 21, 2010
11. Letter to Mayor Hayes from PPC, Jan 25, 2010
12. PPC Meeting Minutes, Regular Meeting of Feb 18, 2010 (Note item 3.and 6.)
13. PPC/PTC Joint Session Minutes also Feb 18, 2010, Joint Work Sesson, completely devoted to "Gardens" discussion
14. Independent Mail March 1, 2010; News article on upcoming TC meeting
15. TC Meeting Minutes (March 2010): First reading approval
16. Independent Mail March 2, 2010, News article on approval of "Gardens" zoning
17. TC Minutes, April 20, 2010, 2nd reading and passage Ordinance 10-02 (unanimous)
18. Town of Pendleton Ordinance 10-02
19. TC Minutes of May 3, 2010, final item in -2) changes name from "Gardens at Town Creek to "Arbors at Town Creek"; it was similar to another facility (in Anderson?)

 Alex Symborski 6/6/26

"The Gardens at Town Creek"
Project Summary

Expected Construction

Graduated Care Assisted Living Community

- Skilled Care Building
  60 Beds
- Assisted Living Building
  20 Units/Beds
- Independent Living Cottages
  21 Units
- Independent Living Duplexes
  4 Units (2 buildings)

The whole property will remain private.

Approval Letters

Approval letters for the project have been obtained from the following agencies:
Duke Energy (availability)
Highway 88 Water Co. (availability)
Fort Hill Natural Gas Authority (availability)
Anderson County Sheriff's Office (patrol and public safety)
Anderson County Fire Department (accessibility)

SCDOT (Department of Transportation) will need to approve an Encroachment Permit for entrances onto Cherry Street. Approval of the Encroachment Permit will specify anticipated traffic issues, safety, and any needs for improvement on the specified road.

SCDHEC (Department of Health and Environmental Control) will need to approve a stormwater runoff plan. As part of the stormwater plan, engineering and pre-construction plans will need to be submitted which chart flow of surface water runoff and determine volumes required for retention ponds to minimize impacts of runoff.

SCHCA (Health Care Association) determined that Anderson County was ranked 15th among SC Counties in need for nursing home beds, showing a need of 256 beds. This does not count any need that may exist in Pickens, Oconee, or Greenville Counties.

PENDLETON
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History, Hospitality & Happenings!

Town of Pendleton
Planning Commission
Called Meeting
September 17, 2026
Pendleton Town Hall, 6:30 pm

MINUTES:

1. **Call to Order:**
   Chairman Holland called the meeting to order at 6:30 pm

2. **Approval of prior meeting minutes:**
   a. Motion to Approve the minutes by Mr. Moloney. Ms. Gemmill seconded, all those present were in favor, with unanimous approval.

3. **Public Comments**.
   a. No comments.

4. **Public Hearings:**
   a. Hold a Public Hearing to gather information and receive comments before making a recommendation to Pendleton Town Council to amend the Zoning Ordinance of the Town of Pendleton, South Carolina, by adding definitions to Section 2-2; adding provisions for riparian buffers, tree protection, and lighting regulations to Section 6-2; and adding Section 6-11, general design standards; and other matters related thereto.
   - Karl Pokorny 161 East Queen Street
     - Introduced himself to the commission as a certified arborist and forestry consultant, has aided in writing several other tree ordinances, and is the owner and operator of Tree South. He reviewed the UDO and provided 9 pages of comments to Councilwoman Von Meyer. He reviewed the sections related to trees and tree protection. There are many issues with the tree ordinance; he would like to help with its language. There is a mother tree ordinance that many other city ordinances have been copied and pasted from. The ordinance from the UDO was ineffective and was copied and pasted. He provided comments to the Commission.

- Chairman Holland clarified that this amendment is not for the UDO Draft, but the current zoning ordinance. He would like to receive the comments that Mr. Pokorny had and his input on tree ordinance.
- The Commission clarified that the zoning ordinance amendment was different from what Mr. Pokorny was presenting on.
- Ms. Jones asked him what Pendleton needs as far as a tree ordinance.
- Mr. Pokorny stated that trees on private property should not be affected by the ordinance and should be more developer-focused. He likes the tree fund, the municipality's standards to follow, and the standards for dealing with hazardous trees. Protecting the trees on Public property is a big step; controlling what developers can do also ties into the riparian buffers' ordinance.
- Ms. Jones asked how the citizens can contribute to a tree fund.
- Mr. Pokorny said he doesn't think that the town should ask residents to pay for the tree fund.
- Mr. Baldwin stated we had a discussion last week on whether the commission should pass the single-family portion of the ordinance.
- Mr. Pokorny said Richmond had a portion of the town's taxes that went toward the city's landscaping fund instead of doing tree mitigation.
- Chair Holland asked if he would come back when the commission gets to this section during the UDO work sessions.
- There is a discussion between Ms. Luckow and Karl Pokorny on the heritage tree definitions and staff being the interpreter
- Mr. Pokorny reiterated this was his opinion as a citizen and not his professional judgment.
- Ms. Vance clarified that all language was corrected to state zoning administrator.

o Kim Wennermark, Broad Street
- As a private homeowner, he doesn't want the town to tell him what trees he can and can't cut. He stated that he had read some of the information and didn't want the town to tell him what color his house could be.
- Chair Holland asked if this was a general comment or related to what they were going to vote on.
- Mr. Wennermark stated it was related to the information that was sent out in the email. He stated that when you cross into his yard, he would appreciate it if there were a little less government, that's all he was saying.
- Chair Holland stated we need to clarify the grandfathering clause to provide more information for the public.
- Ms. Vance explained how grandfathering causes work.

        - Mr. Symborski asked if it applied to the new people to whom he might sell his house.
        - Ms. Vance explained the process when new ordinances take place and the process for recognizing grandfathering.
    - Chair Holland asked if there were any more comments
        - There were no more comments regarding this portion of the hearing.

b. Hold a Public Hearing to gather information and receive comments before making a recommendation to Pendleton Town Council to amend Section 7.11 of the town of Pendleton Land Development Regulations relating to sidewalk requirements, standards, and improvements.
    - No comments were made for this section of the hearing.

5. New Business:

a. Action Item: The Consideration of making a recommendation to the Pendleton Town Council to amend the Zoning Ordinance of the town of Pendleton, South Carolina, by adding definitions to Section 2-2; adding provisions for riparian buffers, tree protection, and lighting regulations to Section 6-2; and adding Section 6-11, general design standards; and other matters related thereto.

- Chairman Holland asked Rebecca Vance to go through each section of the amendments and to highlight the changes.
- Ms. Vance introduced the items from Resolution 03-2026 and what sections of the zoning ordinance are changing and outlined the process of how the tree ordinance will work going forward.
- Ms. Vance discussed the intent of the design ordinance.
- Lighting regulations, for commercial, residential, and security lighting for light pollution and spillage onto neighboring properties.
- Discussed the next action for the sidewalk requirements as well in the Land Use regs amendments.
- Chair Holland reminded the commission that they will revisit the items they are adopting for the zoning ordinance today, and will later work on them again when they revisit the UDO draft
- Ms. Jones asked the Chair if they could separate the tree ordinance from the rest of the items on the resolution, so that it wouldn't hold up the rest of the items going through to the Town Council.
- Ms. Vance discussed that they could procedurally amend the resolution by making a motion to do so.
- Ms. Gemmill stated that they were sending the recommendation to the Council, and they could still make changes to the ordinance at their level. The issue is that the town currently has no tree protection, and passing this will help prevent clear-cutting by developers coming to town.

- Ms. Jones said she was suggesting we address the trees separately. If we give the council two resolutions, they can pass the other amendments and work on the trees separately. Suggested to separate the tree ordinance and make a separate recommendation to the council.
- Mr. Baldwin asked what the intent of that was.
- Ms. Jones said that the council will then have the opportunity to look at the tree ordinance and the rest of the amendments separately
- Ms. Vance explained that the council follows the same procedures and could do the same split at their level
- Ms. Luckow said she would like to keep the resolution amendments as they are and send them to the town council.
- Ms. Jones made a motion to separate the tree ordinance from the rest of the amendments and to send them to the Town Council individually.
    a. This motion did not receive a second.
- Chair Holland asked for a subsequent motion, seeing that the previous motion did not receive a second.
- Steve Moloney motioned to approve the amendments as written. Ms. Luckow seconded.
- Chair Holland asked for any further discussion; seeing none, he asked for a vote on the motion.
- The motion passed 6-1, with Chair Holland, Vice-Chair Dawson, Steve Moloney, Veronice Luckow, Jill Gemmill, and Richard Baldwin voting in favor of the motion. Melissa Jones was against.

b. Action Item: The Consideration of making a recommendation to Pendleton Town Council to amend Section 7.11 of the town of Pendleton Land Development Regulations relating to sidewalk requirements, standards, and improvements.

- Chair Holland asked if there were any motions for this section
- Jill Gemmill motioned to approve the amendment, Veroncia Luckow seconded, and all members voted in favor with a unanimous 7- 0 vote.

6. Adjournment:

a. Chairman Holland motioned to adjourn, Steve Moloney seconded, and all those present voted in favor. Unanimous approval.

Chairman: _____ Date:_____

Copy of submittal by Karl Pokorny to Chairman Holland during 9/17 Public Hearing

UDO Review Notes on Tree and Landscaping, Karl Pokorny, 2-23-2026

1. Page 13, Planned Developments: How do we prevent abuse of the PD. We seem to have no real control over what happens.
2. Page 14, 2.3.4, Annexation and Zoning: States "which remove territory". Should this say "which add territory"?
3. Page 19, General Requirements, Item 6: discusses street trees in design
4. Page 22, D -ii & iii: discusses parking lot trees
5. Page 27, I. Commercial Buildings, 1. General requirements, e. "use of trees and flowering plants is strongly encouraged...." Not required?

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6. Page 36, Use Provisions, Section 3.1 General, 3.1.1., Use Categories
7. Page 42, 3.3.2., Residential
    a. Single Family Detached Dwelling – no mention of trees
    b. Accessory Dwelling Unit (ADU) – no mention of trees
    c. Two-Family Dwelling Unit, item 4: has tree requirements
    d. Small Multi-Dwelling Unit Building, item 4: has tree requirements, Item 6: covers landscaping. Item 7: sidewalks/trees/paying into sidewalk fund.
    e. Large Multi-Dwelling Unit, no mention of trees
    f. Single Family Attached-Dwelling, Item 4: has tree requirements, item 6. covers landscape areas, item 7: Sidewalk funds
    g. Mixed Use – Upper Story Residential, item 4: has tree requirements
    h. Manufactured Home – no mention of trees
    i. Residential Care Facilities: no mention of trees
    j. Community Care Facilities – no mention of trees
    k. Group Homes: no mention of trees

In residential development, 8 out of 11 uses do not mention tree/landscape requirements. Is this intentional or oversight? I feel they should all address trees and landscaping. The requirements for trees mention street trees spacing only and do not mention trees on the lots/properties.

8. Page 49, 3.3.3. Lodging
    a. B&B – no trees, but not applicable unless construction
    b. Homestay - no mention of trees, but NA
    c. Short Term Rental – no mention of trees, but NA
    d. Hotels: no mention of trees or landscaping

No requirement for trees or landscaping in hotels? Are trees for hotels addressed in another area of the ordinance?

9. Page 53, 3.3.4. Office & Service
    a. Funeral Homes – no mention of trees
    b. Medical Clinic, Item 4: has tree requirements
    c. Professional Services – no mention of trees

Office & Service has tree requirements for funeral homes only.

10. Page 54, 3.3.5., Commercial & Entertainment
    a. Accessory Commercial Unit (ACU) – no mention of trees
    b. Adult Entertainment Establishment, Item 3 mentions funeral homes in error. No mention of trees or landscaping.
    c. Alcoholic Beverages Sales Store, item 4: has tree requirements
    d. Tavern: Item 3: has tree requirements
    e. Indoor Entertainment, Item 3: has tree requirements
    f. Outdoor Entertainment: no tree requirements
    g. Event Venue: no tree requirements
    h. General Commercial: item 4: has tree requirements
    i. Restaurants, Item 4: has tree requirements
    j. Health and Fitness Facilities, item 4: has tree requirements
    k. Club Organization, Item 6: has tree requirements

Commercial and entertainment: ACU does not mention trees which I think is okay if the use is in an existing structure. If it is a new structure, I think there should be landscape requirements. Four of eleven categories cover trees, why not the others?

11. Page 61, 3.3.6., Civic & Institutional
    a. Cemeteries, no tree requirements
    b. Community Facility, item 3: has tree requirements
    c. Cultural Facility, item 3: has tree requirements
    d. Government Storage Yard – no tree requirements
    e. Religious Institution: no tree requirements
    f. Commercial Care Center, item 4: has tree requirements

I think cemeteries should have tree cover requirements as well as the other uses. Three of six categories do not mention of trees. I think all of them should address trees. Tree requirements for cemeteries is important. Tree planting should follow as areas are filled. Can plant roadsides, islands etc. before interments begin.

12. Page 63-64, 3.3.7., Vehicular,
    a. Drive-Through Facility – no tree requirements
    b. Parking Facility: no tree requirements

13. Page 65, 3.3.8., Industrial
    a. Heavy Manufacturing - no tree requirements
    b. Microbrewery, item 3: has tree requirements
14. Page 67, 3.3.9., Infrastructure
    a. Major Utilities: no tree requirements
    b. Telecommunication Towers, item 6: covers landscape requirements. No mention of trees.
15. Page 71, 3.3.10., Agricultural
    a. Farm – NA for trees
    b. Backyard Pens or Chicken Coops – NA for trees
    c. Apiary – NA for trees
    d. Nurseries and Garden Centers, Item 4: has tree requirements

In the Vehicular, Industrial, Infrastructure, and Agriculture categories; of the nine uses, three have tree requirements. Tree cover for three of the uses likely do not apply: Farm, Chicken Coops, Apiaries, and Telecommunication Towers. I assume parking facilities is different than surface lots. Both should have trees/landscaping.

Article 4. Development Standards (start page 79)

16. Page 83, Alternative Development Patterns
17. Page 84, 4.2.2., Cluster Subdivision: Problem with entire section is that Council can ignore the recommendations of the Planning Commission.
    a. Purpose: States that new development "shall avoid" disturbance. I think direct language is better in ordinances, i.e., "shall not disturb"
    b. Guiding Principles
    c. Applicability, Item 2: States "Cluster Development shall not be required (Save the word "shall" for things that are required, say "is not required") but is encouraged..." Encouraged means nothing in an ordinance). I am not sure why #2 is even here? If we are not requiring them to do something, just get rid of the item.
    d. Conservation analysis, D. Conservation Analysis, #2, B. Class 2 Constrained areas, sub-item ii: "Woodlands" Shouldn't this include heritage trees? #5 mentions applications are incomplete without the analysis. Need to make sure the analysis is legit/thorough, not perfunctory. The Mortan Farm analysis could have been (likely was) written by someone looking at the real estate listing.
    e. Calculation of number of lots permitted
    f. Development Standards

g. Conservation Standards
h. Permanent Open Spaces
i. Application, #4. Required Buffer Areas: "...a variety of rapidly growing indigenous trees and shrubs SHOULD be planted THICKLY in the buffer area". In the world of municipal codes, "should" and "thickly" says nothing. Need to list acceptable species in an appendix and define "thickly" in terms of basal area or stems per acre, etc.

18. Pages 90-92, 4.2.3., Planned Development Districts: Same comments as Cluster development / nullification by Council. I think tree cover should be addressed.
    a. Purpose
    b. Process
    c. Changes to PD Districts
    d. Stormwater
    e. Review Process
19. Pages 92 -, Manufactured Home Park No mention of trees/landscaping
    a. Purpose
    b. Applicability
    c. Process
    d. Standards
20. Pages 96-100, Section 4.5., Streets and Rights-of-way: I think it should include minimum widths of tree lawns if they are to be planted. Tree lawns like those in Meehan Falls should not have trees in them – the trees have no future. Tree lawn size could vary with species. Could also make "structural soil" requirements.
21. Page100, section 4.5.8: Street Trees
    a. Location (of trees): Again, should address minimum width of tree lawn.
    b. Spacing: Address soil composition in tree wells (perhaps in sidewalk section) because tree wells are often used to dump fill that should go to a landfill. Use of structural soils.
    c. Tree Species: I would make a list of approved species in an appendix focusing heavily on native trees. Reduce use of crepe myrtle.
    d. Minimum tree size: Okay
    e. Tree wells: Seems redundant with b. Good idea to make continuous root areas. Structural soils
    f. Root Barriers: Root barriers are good idea. List acceptable forms.
    g. Need a section "g" to address overhead utilities.
    h. Need a section "h" to address "redundant canopy" exceptions – pay into fund in lieu of planting.
22. Page 103, D.1.ii: trees and traffic signals, pruning

23. Pages 113-124, Section 4.7: Landscaping, Buffers, and Tree Protection: Reed all
24. Page 113, 4.7.2, Standards Applicable to All Zoning Districts
    a. Integral Designs
    b. Natural Landscape: "Should" preserve as many of these [natural] trees as possible". Not likely to happen unless mandated. If a builder or developer "cleans up the woods" to make the site more appealing, it is no longer a natural area. An example is the median on Anna Maria Blvd in Patric Square. This was supposed to be a nature area but is now a stand of dying trees that are hazards to the community.
    c. Included in Landscape: List ANSI A300 in correct format, diagram of correct planting in appendix
    d. Screening and Landscaping
    e. Tree Planting Standards: I am not sure what is being addressed in this item and the wording is confusing. "Where appropriate conditions exist, as determined by the Zoning Administrator, replacement trees must be canopy trees." Perhaps: The Zoning Administrator may require the planting of canopy trees as defined in appendix X, where appropriate conditions exist. Sub-item b. Stream banks and wetlands: Smaller caliper trees, seedlings. Species list of trees and shrubs in appendix. Sub-item C: No trees less than 2.5" For trees planted in areas other than the tree lawn, smaller diameters are desirable. Consider rewriting this section.
    f. Landscape Maintenance: Developer maintenance and HOA. Sometime the HOA undoes some of the items the developer was required to do. Think Anna Maria Blvd.
25. Page 114, 4.7.3., Landscaping of Parking and Vehicular Use Areas
    a. Intent
    b. Application
    c. Landscape area: Parking lot tree list in appendix
    d. Landscape effect
    e. Screening, sub-item #3: Define "required height" of screen.
    f. Interior Landscaping
    g. Exemptions
    h. Existing plant materials: We should address standards for natural landscaping left on site.
26. Page 116, 4.7.4., Buffer Screens
    a. Purpose
    b. Buffers Required

c. Type of Screen, sub-item 2. Visual and Acoustic Screen: Not sure we need to mention acoustic in this because noise buffering only occurs in very deep, wooded areas. Not a realistic goal with replanting. It is realistic as stated in sub-item 3, where there is a substantial "greenbelt".
d. Buffer and screen applicability
e. Composition
f. Height of Screen

27. Page 119, 4.7.5., Tree Protection

a. General
    i. Purpose: Make edits for grammar and omissions
    ii. Applicability: States "...all land disturbing activities that require a permit for existing and new development." Does this actually cover additions to existing homes? This is not clear in remainder of section.
    iii. Exemptions: States "The following "developments" and "activities" are exempt..." It should state" Exemptions are granted for the following "conditions" and/or "uses"... In this section, where conditions, hazards, and/or thinning are considered, saying that an LA or the Zoning Administrator can make the decision, renders the section useless. Not because LAs and ZAs are bad people or not smart, they are just not trained to see tree problems.
        1. A – Diseased, dead, and naturally fallen tree: I don't think "licensed LA" or the "ZA" should be options here either: The project LA is paid to do what the developer asks them to do. Also, very few LAs are trained in arboriculture. The Zoning Administrator should not be made responsible for decisions on potential tree hazards. Change wording on who can make a decision to ".... by an ISA Certified Arborist, ISA Board Certified Master Arborist, or an Arborist holding the ISA TRAQ Qualification..." Add definitions for these to the appendix.
        2. B - Selective removal: Selective removal should also be guided by an arborist. Sometimes keeping the small trees makes more sense than the large trees. Also, the understory can be full of very desirable tree, shrub, and herbaceous species.
        3. C - Trees in easements
        4. D – Agriculture and Forestry: Difficult to police since our forested tracks are likely to come in via annexation. Need help at the county level.

5. **E - Rear or side yard:** Only when a permit is pulled? Last sentence is unclear **"Mitigation or replacement shall not be required for front yard removal, only tree coverage requirements."** I am a smart person, and I don't get what is being said here.
6. **F - Aeronautics**

28. **Page 120, Item 4: Tree Protection** Zone. The order of this item is not correct and should be redone. Item 4 Should be titled "Tree Protection Plan" and say: "Prior to the issuance of permits for a new development or any land disturbing activity, a tree protection plan shall be developed which includes the following:"
    a. **Installation of tree protection barriers for save trees:** This should be further down the list since it is a result of the other processes listed. "A" should be tree inventory.
    b. Also tree protection barriers – combine with others. Chain link fence is the only barrier that has a chance of working = need diagram in the appendix.
    c. Also concerns fence: make a heading of TPZ and list a, b, and c as sub items
    d. Same comments as C
    e. Signage – okay – Put diagram in the appendix
    f. **Restricted activities in the TPZ**
    g. **Modifications:** should be suggested by arborist and approved by ZA
29. **Tree Inventory:** Both from a process and importance point of view, this should be first on the list under a heading of "Tree Protection Plan". It is another area where you need an arborist involved. Inventories conducted by surveyors are incomplete, don't address tree conditions, and frequently mis-identify trees. LAs also have a poor track record with inventories for the same reasons. List the tree species that can be removed in the appendix. I would not include all pines as many are suitable for use in the landscape. They are also important from a wildlife perspective. Need to work on section concerning encroachment on neighbor's critical root zones – this is important.
30. **Page 122, C, Tree Removal and Replacement:** Work on the exemptions and who can make them. Exemptions need to include "severity of consequences"
31. **Page 124, D, Tree Coverage Requirements:** I need to work scenarios with formula to see if it makes sense
32. **Pages 151-155, Section 4.11: Parks and Open Space**
33. **Pages 155-156, section 4.12: Environmental Protection** This section is very weak
34. **Page 155, section 4.12.1 Preservation of natural features**
    a. Steam and wetland
    b. Topsoil

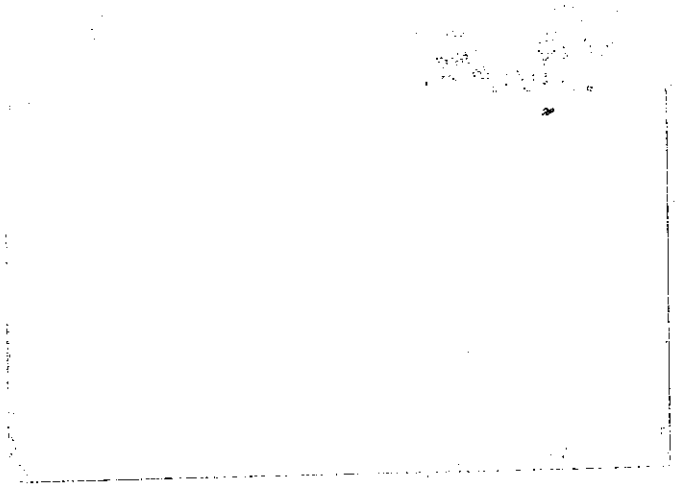
c. Erosion
d. Retention of features

35. Pages 182-185, Section 7.2.3: Environmental Impact Study
36. Page 185-188, section 7.2.4: Sketch Plan Contents list trees
37. Page 188, section 7.2.6 Architectural Sketch Contents list trees
38. Page 188- , section 7.2.7: Preliminary plat contents. Does not mention feature trees, wooded area is last thing on the list
39. Page 239: 9.2, Definitions:
    a. Arborist Add Certified Arborist, TRAQ, Board Certified Master Arborist
    b. Caliper
    c. Canopy Tree
    d. Critical Root Zone
    e. Disturbance
    f. Dripline
    g. Forestry
    h. Invasive species
    i. Land disturbing activities
    j. Native or Naturalized plants (separate these two definitions)
    k. Pruning
    l. Tree
    m. Heritage Tree
    n. Impacted Tree
    o. Saved Tree (replace with "retained")
    p. Understory/ornamental tree (separate – these are two very different things)
    q. Tree Inventory
    r. Tree Protection Plan

New definitions for:

- Limits of disturbance
- TRAQ
- Tree Protection zone
- Basal area
- Live stake fascining
- Structural soils
- Redundant canopy
- Previous pavement

40. I Need to see Appendix 7. Guidelines for Green Infrastructure & Low Impact Development



TreeSouth, LLC
Professional Arborists

Karl J. Pokorny
Certified Arborist
#MA-0323

TreeSouth, LLC
P.O. Box 8
Pendleton, SC 29670

Phone: (864) 882-8262
Karl@treesouth.com
www.treesouth.com

PENDLETON
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Staff Report to the Town of Pendleton Planning Commission for a recommendation to Town Council to rezone 610 Cherry Street, having TMS# 40-16 -01-002, from R2(Low-Density Residential District) to R1(Low-Density Residential District).

Date of Report: October 6th, 2026

Report By: Owen Rines, Interim Town Planner

Applicant: Patrick and Helen Adams

Request: Hold a public hearing to gather information before making a recommendation to the Pendleton Town Council on this parcel from R2(Low-Density Residential) to R1(Low-Density Residential)

Property Location: Off Cherry Street, Buchanan Circle, and Lebanon Road. 610 Cherry Street. TMS # 40-16-01-002. See attached map.

Existing Zoning: R2(Low-Density Residential)

Requested Zoning: R1(Low-Density Residential)

Surronding Zoning & Land Use :

West: R1 (Low-Density Residential)
Land Use: Single Family Homes
East: R2(Low-Density Residential)
Land Use: Single Family Homes
South: R2(Low-Density Residential)
Land Use: Single Family Homes
North: R2(Low-Density Residential)
Land Use: Single Family Homes

Future Land Use Map: Residential

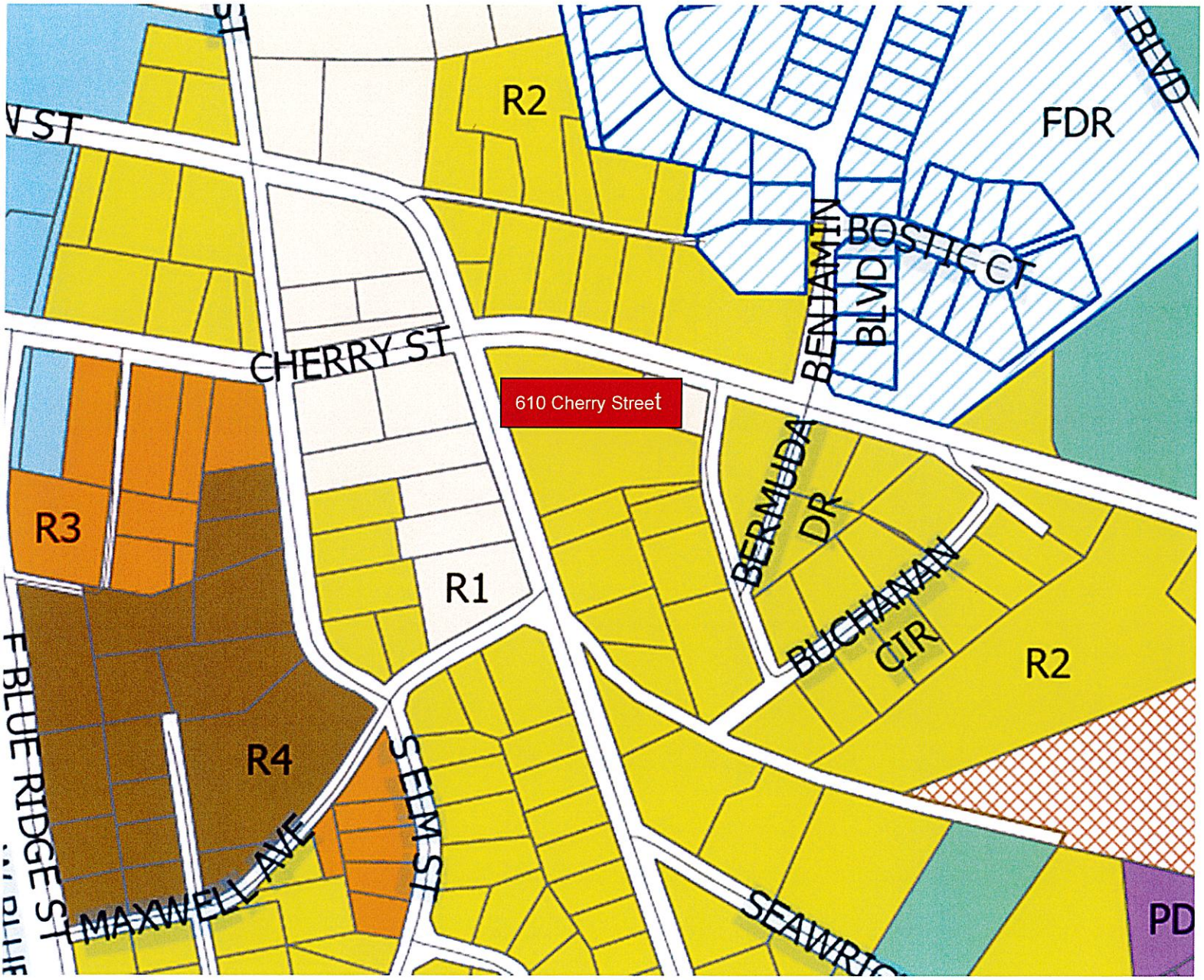
Existing Conditions: 610 Cherry Street is currently zoned R2 and is being used as a single-family home by the residents. The property is at least 2 acres in size.

Reason for Request: The applicant recently rezoned the property to R2 to subdivide a rear portion of the lot. Now that it has been completed, they are seeking to have the property rezoned back to R1 to achieve a lower-density zoning. They do not want future owners of the property to potentially create a large number of lots.



(Facing 610 Cherry Street from Buchanan Circle, Google Street View, Febuary 2026)

Current Zoning Considerations: This property is large enough to create a lot zoned R1; the Future Land Use Map identifies this property as residential, which R1 zoning will comply with. Additionally, this property borders other parcels zoned R1 and was formerly an R1 lot until it was officially rezoned by Council in August to R2.



(610 Cherry Street with surrounding zoning districts)

ISTRICT	SUB-DISTRICT	MINIMUM LOT SIZE REQUIREMENTS					MAX BLDG COVER (%)	MINIMUM YARD REQUIREMENTS			MAX BLDG HEIGHT	
		Lot Area (sf) per dwelling	Density (units per acre)	Total Lot Area (sf)	Width (ft)	Depth (ft)		Front (ft)	Side (ft)	Rear (ft)	(story)	(ft)
CO		None										
AF		43,560	1.000	43,560	200	None	None	100	30	30	2.5	35
R-1		20,000	2.178	20,000	75	110	35	30	(1)	15	2.5	35
R-2		10,000	4.356	10,000	60	100	40	30	8	15	2.5	35
R-3		8,000	5.445	8,000	60	80	50	25	8	15	2.5	35
R-4		8,000	5.445	8,000	60	80	50	25	(2)	15	2.5	35
MF	One-Family	8,000	5.445	8,000	60	80	50	25	8	15	2.5	35
	Duplex	6,000	7.260	12,000	80	100	50	30	8	15	2.5	35
	Multi-Family	(3)			100	None	(4)	35	(5)	25	3	40
CB		None						(6)	(7)	None	3	40
NC		None						(8)	(9)	(10)	3	40
AB		None						(8)	(11)	None	3	40
LI		None										

(Town of Pendleton's Dimensional Standards)

SECTION 3-2 DISTRICT PURPOSES

A. R-1, Low-Density Residential District. A district for low-density one-family dwellings situated on lots having a minimum area of twenty thousand (20,000) square feet, and including customary secondary uses.

B. R-2, Low-Density Residential District. A district for low-density one-family dwellings situated on lots having a minimum area of ten thousand (10,000) square feet, and including customary secondary uses.

C. R-3, Medium-Density Residential District. A district for low-density one-family and two-family dwellings situated on lots having a minimum area of eight thousand (8,000) square feet, and including customary secondary uses.

D. R-4, Medium-Density Mixed Residential District. A district for medium-density one-family dwellings situated on individual lots having a minimum area of eight thousand (8,000) square feet, and including customary secondary uses.

E. MF, Multi-Family Residential District. Primarily a district for median- and high-density one-family and two-family residential development, including customary secondary uses.

F. AB, Area-Wide Business District. Primarily a district for retail and service uses along major streets and highways to serve both the traveling public and local residents.

G. NC, Neighborhood Commercial District. Primarily a district for the development of low-intensity commercial and service centers that are accessible by pedestrians and vehicular traffic, serve the daily convenience and personal service needs of the surrounding neighborhood, and are of such a nature as to minimize conflicts with surrounding residential uses and to allow for residential uses.

H. CB, Central Business District. Primarily a district for the intensive business and commercial development of certain areas of the town. Off-street parking is permitted separately and is not required as a use because of small lot sizes and intensity of development. This District is designed to provide comparative shopping opportunities within a concentrated area, and promote a business climate essential to the vitality and economic stability of the community.

Staff Recommendation:

Staff recommends approval of the rezoning request from R2(Low-Density Residential) to R1(Low-Density Residential) on the property in question for the following reasons

1. The rezoning would be consistent with the districts and density of the surrounding properties.

ATTACHMENTS:

Attachment A: Request for rezoning.
Attachment B: Map of the area.
Attachment C: Legal ad & sign posting.

Attachment: A

Rezoning Application Form

Town of Pendleton, SC

PENDLETON
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History, Hospitality & Happenings!

Rezoning Application

Date: 8/30/26 Request Number (to be filled by Staff): B26 - 151

Instructions:

1. Submit the application form with owner's signature, legal description, any other supporting documents,and a map with the rezoning area highlighted.
2. Application Fee = $300.
3. Deadline is thirty-five (35) days prior to the next Planning Commission meeting (see deadline schedule).

Name of Property Owner: PATRICK + Helen ADAMS

Address: 610 Cherry ST

[redacted]

Name of Applicant (if other than property owner): Same as above

Address:

Phone number: Email:

Signature of Applicant:

Property Location: 610 Cherry St

Existing Zoning Classification: R2 Proposed Zoning Classification: R1

# of Acres: 2.02 Tax Map Number: 40-16-01-002

Describe the nature of the request or attach description:

********OFFICE USE ONLY*** [redacted]

Date received: 6-3-26 Fee Paid: ✓

Date Advertised: 9-6-26 and 9-13 Hearing Date: 10-8-26 Date Sign Posted: 9/8/26

TOWN STAFF RECOMMENDATION: APPROVED ✓ DENIED:

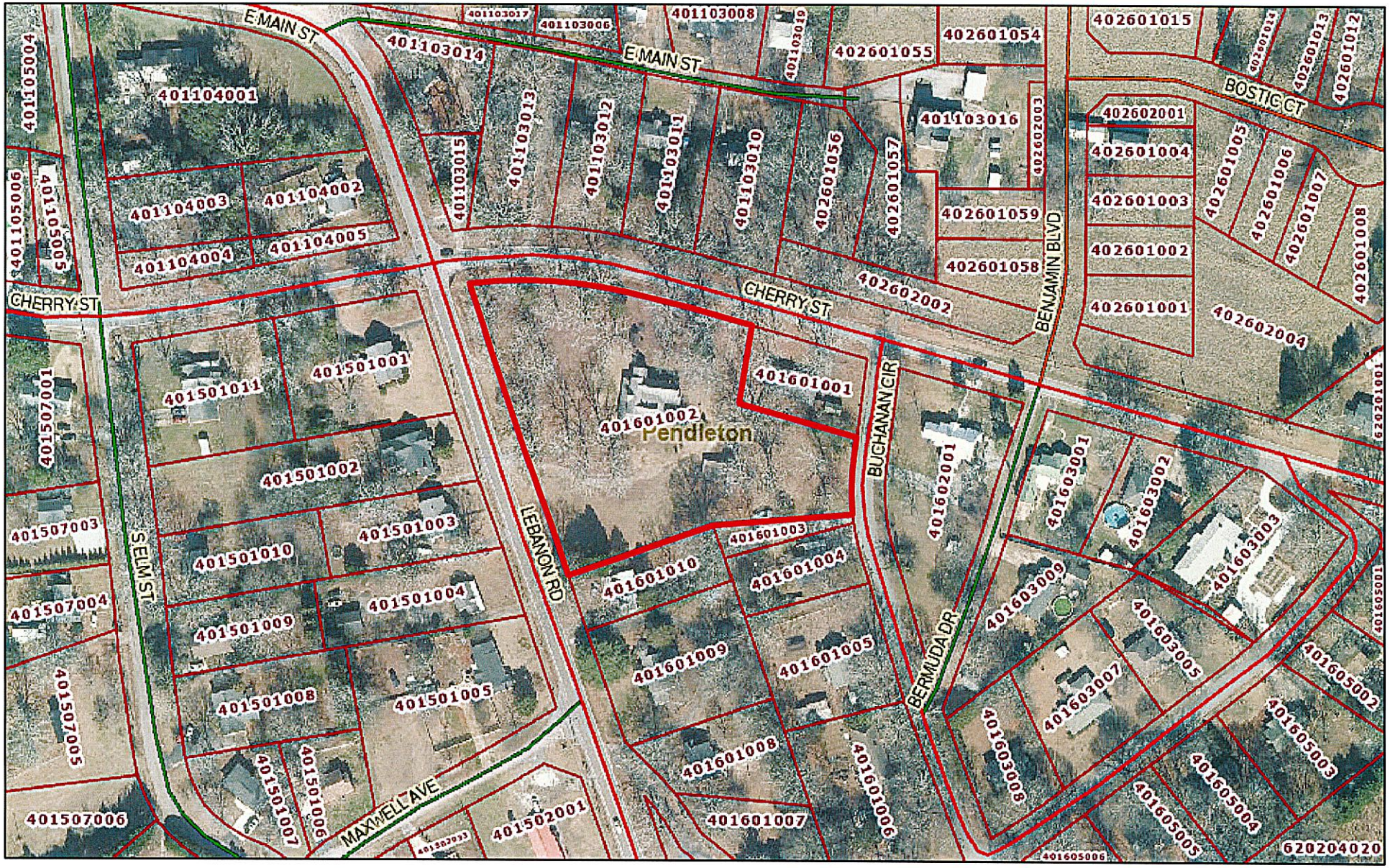
PLANNING COMMISSION RECOMMENDATION: APPROVED DENIED:

COUNCIL DECISION (Date of 2nd Reading): APPROVED DENIED:

Comments: 58 Adjacent property owners notices were sent Outvia Vista Print postcards

Attachment B

Letter ANSI A Landscape



October 7, 2026

ESRI, Highland Mapping, and Anderson County GIS

Attachment: C

USA TODAY CO.

LocaliQ

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION

Owen Rines
Town Of Pendleton
310 Greenville Street
Pendleton SC 29670

STATE OF WISCONSIN, COUNTY OF BROWN

Being duly sworn, doth depose and say that she/he is an authorized representative of the Independent-Mail, a newspaper published in South Carolina; and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

09/06/2026

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 09/06/2026

Dc Robert

Legal Clerk

Nicole Jacobs

Notary, State of WI, County of Brown

8-21-30

My commission expires

Publication Cost:	$79.10	
Tax Amount:	$0.00	
Payment Cost:	$79.10	
Order No:	12611369	# of Copies:
Customer No:	948972	1
PO #:	610 Cherry Rezoning	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

PUBLIC NOTICE

The Town of Pendleton Planning Commission will hold a Public Hearing in the Council Chambers of Town Hall on Thursday, October 8, 2026, at 6:00 pm to receive public comments on a request to rezone 610 Cherry Street from R2 (Low-Density Residential) to R1(Low-Density Residential). Having TMS# 40-16-01-002.

- Attachment: C
- Sent to Property Owners within 500 feet of Property

Town of Pendleton
Planning Commission

Public Hearing
October 8 at 6 pm

The Town of Pendleton has received a request to rezone property located at 610 Cherry Street, having TMS #40-16-01-022. The request is to rezone the property from R2 (Low-Density Residential) to R1 (Low-Density Residential). The Planning Commission will hold a Public Hearing on this request on October 8, 2026, at 6 p.m. The meeting will be held at Pendleton Town Hall, 310 Greenville Street.

Pendleton Town Hall
310 Greenville Street
864-646-9409

Please contact the Planning and Zoning staff for any questions.

- owenr@townofpendelton.org
- 864-646-9409

Attachment C Jefferson Street View



Attachment: C Cherry Street View

EXHIBIT 1
FORM OF DEVELOPMENT AGREEMENT

----------(SPACE ABOVE THIS LINE FOR RECORDING USE)----------

SOUTH CAROLINA	)	**DEVELOPMENT AGREEMENT**
	)	**THE RETREAT AT TOWN CREEK**
ANDERSON COUNTY	)	

This DEVELOPMENT AGREEMENT ("Agreement") is entered as of _____ ___, 2026 (the "Agreement Date" and, upon satisfaction of Section 5.19, the "Effective Date"), by and among CPG DEVELOPMENT, LLC, a South Carolina limited liability company ("CPG"), MCCABE PROPERTIES, LLC, a South Carolina limited liability company ("McCabe" or "Owner") (CPG and McCabe, collectively, the "Developer"), and the TOWN OF PENDLETON, SOUTH CAROLINA, a municipal corporation and political subdivision of the State of South Carolina ("Town"). The Developer and the Town are each a "Party" and collectively the "Parties." This Development Agreement is incorporated by reference into the Settlement Agreement between the Parties.

RECITALS

WHEREAS, McCabe owns legal title to approximately 79.762 acres of real property located within the corporate limits of the Town between Cherry Street Extension (S.C. State Route 115) and Lebanon Road (S.C. State Route 29), identified as Anderson County Tax Map Nos. 62-00-08-009 and 63-00-01-007, and more particularly described in Section 1.04 and Exhibit A of this Agreement (the "Property"); and

WHEREAS, CPG has entered into a purchase agreement with McCabe pursuant to which CPG holds an equitable interest in, and proposes to acquire and develop, the Property; and

WHEREAS, the Property is zoned Planned Development-Mixed Use ("PDMU") under the Town's Zoning Ordinance; and

WHEREAS, CPG, with the written consent and joinder of McCabe, submitted Subdivision Application No. B25-340 to the Town depicting a residential and commercial mixed-use development on the Property; and

WHEREAS, following denial of that application by the Town of Pendleton Planning Commission, CPG and McCabe commenced Civil Action No. 2026-CP-04-00160 in the Court of Common Pleas for Anderson County, South Carolina (the "Litigation"); and

WHEREAS, CPG and McCabe contend that the present zoning of the Property provides them with a vested right to develop the Property for single family, multi-family and assisted living at a density of 10 units per acre, with approximately 868 units remaining to be developed, as documented by correspondence by Town representatives in 2016; and

WHEREAS, the Parties thereafter participated in mediation and negotiated a settlement resolving the land-use dispute and establishing the material business terms governing future development of the Property; and

WHEREAS, the Parties have agreed that the Property may be developed with up to two hundred fifteen (215) single-family residential lots and an approximately four-acre commercial parcel, together with related streets, sidewalks, walking paths, open space, stormwater facilities, landscaping, utilities, and other improvements, substantially in accordance with the Approved Site Plan, Approved Statement of Intent, and other exhibits incorporated into this Agreement; and

WHEREAS, the Town and the Developer have determined that it is in their respective best interests to enter into this Agreement to establish the terms and conditions governing the

development of the Property, achieve a well-coordinated planned development, provide certainty regarding applicable land-use regulations and development standards, and implement the business terms of the Parties' settlement; and

WHEREAS, the Developer desires to obtain from the Town, and the Town is willing to provide, assurances that: (1) the Property may be developed in accordance with this Agreement and the Development Program; (2) upon receipt of the required development permits, the Developer may proceed with the development and construction contemplated by this Agreement; and (3) the Development Rights will be vested for the Term of this Agreement as provided by the South Carolina Local Government Development Agreement Act; and

WHEREAS, the Town finds that the development permitted by this Agreement is consistent with the Town's Comprehensive Plan, the PDMU zoning applicable to the Property, and the public health, safety, and welfare and that the settlement of the Litigation is a financial benefit for the Town;[1]; and

WHEREAS, the scope and term of the development contemplated by this Agreement accomplish the statutory objectives of comprehensive and orderly planning and development, provide predictability to the Town and the Developer, and secure public benefits through the coordinated development of roads, utilities, open space, walking paths, landscaping, and commercial uses;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, and conditions set forth in this Agreement, the receipt and sufficiency of which are acknowledged, and pursuant to the South Carolina Local Government Development Agreement Act, S.C. Code Ann. Sections 6-31-10 through 6-31-160, as amended (the "Act"), and the ordinance of the Town approving this Agreement, the Parties, intending to be legally bound, agree as follows:

ARTICLE I
GENERAL

Section 1.01. Incorporation. The foregoing recitals are incorporated into this Agreement as if set forth herein in their entirety. The legislative findings contained in the Act are likewise incorporated into this Agreement.

Section 1.02. Definitions. In addition to definitions contained elsewhere in this Agreement, the following terms have the meanings set forth below:

"Act" means the South Carolina Local Government Development Agreement Act, S.C. Code Ann. Sections 6-31-10 through 6-31-160, as amended.

"All-Approvals Date" means the first to occur between (i) the date on which the Town has issued all approvals and permits required to commence horizontal development of the residential portion of the Project and all other federal, state, regional, county, and local governmental authorities have issued all approvals and permits required to commence such development; or (ii) thirty-six (36) months from the Effective Date.

"Applicable Regulations" means the laws and land development regulations governing the Property as of the Agreement Date, as modified or superseded by this Agreement, the Final Development Plan, and the Controlling Stormwater Standards.

"Approved Architectural Standards" means the illustrative architectural examples and standards attached as Exhibit E, incorporated herein by reference, which the Town acknowledges are representative of the type and quality of architecture approved for use within the Project.

---

[1] If any of these bases is later found to be invalid or unenforceable, the Parties expressly agree that such language shall be stricken from this Agreement so as to salvage the enforceability of this Agreement.

"Approved Site Plan" means the land plan for the Property prepared by Hussey Gay Bell & DeYoung, Inc., dated July 30, 2026, as it may be administratively modified in accordance with this Agreement, attached as Exhibit B.

"Commercial Parcel" means the approximately four-acre portion of the Property fronting Cherry Street Extension designated for future commercial development on the Approved Site Plan.

"Controlling Stormwater Standards" means the South Carolina Department of Environmental Services standards applicable to the Project as of the Agreement Date.

"Development Program" means the uses, densities, intensities, dimensional standards, architectural standards, open-space requirements, infrastructure, phasing, and other development requirements established by this Agreement.

"Development Rights" means the vested right of the Developer to develop all or any portion of the Property in accordance with this Agreement.

"Development Schedule" means the schedule set forth in Section 1.07.

"Final Development Plan" means the Approved Site Plan and Approved Statement of Intent, together with approved administrative modifications, which collectively constitute the final planned-development governing documents for the Property.

"Maximum Residential Density" means two hundred fifteen (215) single-family residential lots.

"Minor Modification" means a modification eligible for administrative approval under the Approved Statement of Intent, the Town Zoning Ordinance, and this Agreement.

"Project" means the residential and commercial mixed-use development of the Property in accordance with the Development Program.

"Property" means the real property described in Section 1.04 and Exhibit A.

"Approved Statement of Intent" means the statement of intent for the Project attached as Exhibit C, as it may be administratively modified in accordance with this Agreement.

"Town Council" means the governing body of the Town of Pendleton, South Carolina.

"Town Ordinances" means the Town of Pendleton Zoning Ordinance, Land Development Regulations, and other ordinances applicable to development of the Property as of the Agreement Date, except as modified by this Agreement.

"Vested Rights" means the Development Rights vested under this Agreement pursuant to the Act.

Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings assigned by the Act and the Town Ordinances.

Section 1.03. Parties. The Parties to this Agreement are the Town, CPG, and McCabe. CPG and McCabe are collectively referred to as the Developer. A permitted successor or assign must assume Development Rights or development obligations in accordance with this Agreement and shall be treated as a Developer only with respect to the portion of the Property and the rights and obligations so assigned.

Section 1.04. Property. This Agreement applies to the parcels of land located in the Town of Pendleton, Anderson County, South Carolina, identified as Anderson County Tax Map Nos. 62-00-08-009 and 63-00-01-007, containing approximately 79.762 acres in the aggregate. The Property is more particularly described in Exhibit A, which is incorporated into this Agreement.

Section 1.05. Zoning. The Property is zoned PDMU. The Parties acknowledge and agree that the Final Development Plan and this Agreement govern development of the Property within that zoning classification. To the extent of any conflict between this Agreement or the Final Development Plan and the generally applicable provisions of the Town Ordinances, this Agreement and the Final Development Plan control to the extent permitted by the Act and applicable law.

Section 1.06. Development Program.

A. The Property may be developed with up to the Maximum Residential Density, the Commercial Parcel, and the roads, sidewalks, walking paths, open spaces, stormwater facilities, utilities, landscaping, buffers, and other improvements shown or described in the Final Development Plan.
B. All development of the Property must comply with the standards contained in this Agreement and the Final Development Plan. Standards contained in the Town Ordinances apply only to matters not addressed by this Agreement or the Final Development Plan and only to the extent their application does not impair the Development Rights vested by this Agreement.
C. The Approved Site Plan may be modified in accordance with the administrative and formal modification procedures established in Article V.

Section 1.07. Development Schedule.

A. The Developer shall begin submitting permit applications for the Project within one hundred and eighty (180) days after the Effective Date.
B. The Developer shall commence development of the residential portion of the Project within two (2) years after the All-Approvals Date. The Developer shall use commercially reasonable efforts to obtain required Town and non-Town permits and approvals as promptly as practicable and to pursue development in an orderly manner after commencement.
C. The Developer shall use commercially reasonable efforts to commence development of the Commercial Parcel within six (6) years after issuance of the first certificate of occupancy for a residential dwelling within the Project ("CO Date").
D. The development schedule is intended to establish negotiated commencement requirements and provide a planning and forecasting tool. The Developer shall submit a written report to the Town no less than annually, on or before the anniversary of the Effective Date, to provide an update on the status of the Development. The Developer shall notify the Town at least eighteen (18) months in advance of the anticipated CO Date.
E. Except for the specific remedy stated in this Agreement for failure to meet a commencement deadline, failure to comply with the requirements of this Section do not, standing alone, constitute a material breach.
F. If the Developer fails to commence the residential portion or Commercial Parcel by the applicable deadline after giving effect to all permitted extensions, the Developer shall, within one hundred twenty (120) days following written notice from the Town, submit an application to rezone the unbuilt portion of the Property to the base residential zoning district then applicable to the surrounding area. The Town Council retains authority to approve, deny, or modify any rezoning request in accordance with applicable law. The Developer shall not be in breach of this subsection if the Town Council denies or modifies the rezoning request. Submission of the rezoning application is the Town's contractual remedy for failure to meet the applicable commencement deadline.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship between the Parties. It does not create a partnership, joint venture, agency, fiduciary relationship, or other relationship under which one Party may be liable for the acts, debts, or obligations of another Party.

Section 1.09. Benefits and Burdens.

A. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, the Parties and their respective permitted successors and assigns.
B. Except for purchasers or lessees of completed residential lots or dwelling units and/or commercial parcel users who are end users and not in the business of developing the Property, a purchaser or other successor in title to any portion of the Property is responsible for the development obligations applicable to the portion acquired if those obligations are assigned and assumed in accordance with Section 3.05.

C. The Developer and each permitted successor or assign shall remain entitled to the Development Rights applicable to the portion of the Property owned or controlled by it, subject to the allocation of rights and obligations stated in any recorded assignment.

Section 1.10. Term.

A. The term of this Agreement begins on the Effective Date and continues for five (5) years. unless earlier terminated or extended in accordance with the Act and this Agreement (the "Term"). The Parties may extend the Term by mutual written agreement to the extent permitted by the Act. Without limiting the foregoing, the Developer may renew this Agreement for an additional five (5) year term upon written application to the Town in compliance with the Act.

B. Expiration or termination of this Agreement does not affect the validity of any final plat, permit, certificate of occupancy, recorded easement, restrictive covenant, homeowners' association document, dedication, or other approval or instrument lawfully issued, approved, or recorded before expiration or termination.

Section 1.11. Required Information. The Act requires a development agreement to contain specified information. Exhibit D identifies the location within this Agreement and its exhibits of each item of information required by the Act. Exhibit D is incorporated into this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the Town. The Town represents, warrants, and covenants to the Developer as follows:

A. The development authorized by this Agreement is consistent with the Town's Comprehensive Plan, the PDMU zoning applicable to the Property, and the Town's land development regulations, as modified by this Agreement.

B. This Agreement has been approved, or will be approved contemporaneously with execution, by ordinance adopted in accordance with the South Carolina Local Government Development Agreement Act.

C. The Town has conducted the public hearings and provided the notices required by the Act.

D. The Town has full authority to execute, deliver, and perform this Agreement.

E. The Town will administer this Agreement in good faith and recognize the vested Development Rights granted herein except as expressly permitted by the Act.

Section 2.02. Representations and Warranties of the Developer. The Developer represents, warrants, and covenants as follows:

A. The Property contains approximately 65.95 acres of highland, as required by the Act.

B. McCabe owns the Property and CPG holds contractual development rights through its purchase agreement.

C. Each Developer has authority to execute and perform this Agreement.

D. The Developer intends to develop the Property in accordance with this Agreement and the Final Development Plan.

E. The Developer acknowledges that the vested rights granted by this Agreement remain subject to compliance with the obligations imposed by this Agreement.

ARTICLE III
DEVELOPMENT RIGHTS

Section 3.01. Grant of Development Rights. The Town grants to the Developer, and the Developer accepts, vested Development Rights under the South Carolina Local Government Development Agreement Act to develop the Property in accordance with this Agreement, the Approved Site Plan, the Approved Statement of Intent (including the setbacks and lot widths set

forth therein) attached to this Agreement as an exhibit, and the exhibits incorporated herein. The Development Rights shall run with the Property, inure to the benefit of the Developer and its permitted successors and assigns, and remain vested throughout the Term of this Agreement, subject to compliance with its terms.

Section 3.02. Applicable Laws and Regulations. Except as expressly provided in this Agreement or otherwise required by the Act, required by state or federal law, or permitted under Section 3.07, the design, density, use, subdivision, infrastructure, landscaping, architectural standards, stormwater, fees, exactions, and development of the Property shall be governed by the Applicable Regulations on the Effective Date. To the extent this Agreement conflicts with generally applicable Town regulations, this Agreement shall control as permitted by law. Without limiting the generality of the foregoing, the Parties agree that the Town shall not apply any later-enacted or later-amended Town ordinance, regulation, design guideline, manual, policy, interpretation, moratorium, or discretionary criterion that would materially and adversely impair the Development Rights, reduce the Maximum Residential Density, materially alter the Approved Site Plan or Commercial Parcel, and/or impose additional project-specific exactions or off-site improvements during the Term.

Section 3.03. Permitted Development Program. The Property may be developed with a maximum of two hundred fifteen (215) single-family residential lots together with the Commercial Parcel and all related infrastructure, open space, sidewalks, walking paths, utilities, stormwater facilities, landscaping, and other improvements substantially consistent with the Final Development Plan. The Approved Site Plan may be modified only as authorized by this Agreement.

Section 3.04. Development Approvals. Within a reasonable and customary period after the Town's receipt of applications for plats, permits, construction plans, and other development approvals, the Town shall issue its customary zoning compliance, site plan approval, and vested rights letters confirming the approvals reflected in this Agreement. The Town shall review complete applications for plats, permits, construction plans, certificates of occupancy, and other development approvals solely for compliance with this Agreement (including the applicable law pursuant to this Agreement), the Final Development Plan, the Applicable Regulations, applicable non-Town permits, and objective technical standards. Matters approved by this Agreement or the Final Development Plan shall not be re-opened for subjective or discretionary review, and Town comments shall be in writing and limited to technical comments. The Town shall use commercially reasonable efforts to complete initial review within twenty (20) business days after submission of a complete application and review of resubmittals within ten (10) business days. If review is not completed within those target periods, the Developer may request a status conference with the Zoning Administrator and Town Administrator, to be held within five (5) business days, to identify and resolve outstanding technical issues. The Zoning Administrator shall serve as the Developer's primary Town point of contact for coordinating development review. Nothing herein relieves the Developer from obtaining permits required by agencies having jurisdiction other than the Town.

Section 3.05. Assignment and Transfer of Development Rights. The Developer may assign all or any portion of its Development Rights to a successor or transferee of all or part of the Property without Town consent, provided the transferee shall not succeed to any of the Rights of the Developer under this Agreement until or unless such the transferee executes a written assumption of those obligations applicable to the transferred property. Upon recordation of such assumption, the transferee shall succeed to the assigned Development Rights and obligations, and the assigning Developer shall remain responsible only for obligations accruing before the effective date of the assignment unless expressly released by the Town.

Section 3.06. Administrative Modifications. Minor Modifications to the Approved Site Plan or Development Program may be approved administratively in accordance with this Agreement, the Approved Statement of Intent, and applicable Town procedures. Minor Modifications means "Minor Changes" as defined in Section 3-6.H.2. of the Zoning Ordinance of the Town of Pendleton, South Carolina ("Zoning Ordinance") applicable as of the date of this Agreement and

not Major Changes as defined in Section 3-6.H.1. of the Zoning Ordinance. For the avoidance of doubt, and without intending to narrow the definition of Minor Changes under the Zoning Ordinance, the Parties agree that the following constitute Minor Changes under the Zoning Ordinance, so long as the modification does not violate applicable law, materially change the location or existence of the Commercial Parcel, or significantly alter the overall character of the Project: (a) reductions in lot count or square footage; (b) increases in landscaping or open space; (c) adjustments to phase boundaries, lot lines, grading, drainage, landscaping, lighting, parking, signage, stormwater facilities, internal streets, ingress and egress locations, utility alignments, shifts of density within the Property; changes resulting from SCDOT, SCDES, Anderson County, utility-provider, or other regulatory requirements; and (d) increases in residential lots up to the Maximum Residential Density. The Town shall use commercially reasonable efforts to act on a complete Minor Modification request within fifteen (15) business days after receipt, and approval shall not be unreasonably withheld, conditioned, or delayed.

Section 3.07. Reservation of Police Power. While land use of the Property is governed by the Approved Site Plan, Statement of Intent, and this Development Agreement, to the exclusion of all of the Town's other overlay districts, ordinances, and other Town regulations, nothing in this Agreement shall prevent the Town from exercising its police powers to protect the public health, safety, and welfare to the extent permitted by the Act, nor shall this Agreement prevent the application of subsequently enacted laws expressly made applicable to vested development agreements by the General Assembly. Except to the extent required by the Act, state or federal law, or a genuine and immediate threat to public health or safety, the Town shall administer such authority in a manner consistent with this Agreement and shall not use such authority to materially impair the Development Rights or require material modification of an element of the Project expressly approved by this Agreement or the Final Development Plan.

ARTICLE IV
DEDICATIONS, FEES, AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties acknowledge that development of the Property will require substantial public and private infrastructure improvements. The purpose of this Article is to identify those infrastructure obligations that shall be the responsibility of the Developer, to allocate maintenance responsibilities, and to establish the respective obligations of the Town and the Developer with respect to the construction, ownership, dedication, and operation of improvements serving the Development. Except as expressly provided in this Agreement, no additional mitigation payments, impact payments, or extraordinary exactions shall be required of the Developer.

Section 4.02. Payment of Costs. The Developer shall be responsible for the ordinary costs associated with the preparation, review, permitting, inspection, and administration of the Development to the extent such fees are imposed uniformly upon similarly situated developments under the ordinances of the Town in effect on the Effective Date. Each Party shall bear its own attorneys' fees and professional fees incurred in negotiating and preparing this Agreement unless otherwise agreed in writing. The Developer shall reimburse recording costs for this Agreement and any amendments or exhibits required to be recorded by the Developer.

Section 4.03. Development Fees. (A) The Property shall remain subject to generally applicable application, review, inspection, subdivision, and building permit fees lawfully imposed by the Town and in effect on the Effective Date. (B) Except as expressly provided in this Agreement, the Developer shall not be required to pay impact fees, negotiated mitigation payments, extraordinary capital contribution fees, or other project-specific exactions adopted after the Effective Date. (C) Nothing in this Section limits the Developer's obligation to construct, at its expense, those on-site and off-site improvements expressly required by this Agreement, applicable permits, or applicable law.

Section 4.04.

A. Roads.

i. Developer shall design and construct all internal streets, sidewalks, curb and gutter, traffic-control devices, and related transportation improvements in accordance with Town of Pendleton and applicable SCDOT standards. Following completion, inspection, acceptance, and satisfaction of all applicable dedication requirements, the roads and related public improvements shall be dedicated to and accepted by the Town for public ownership and maintenance in accordance with the Town's ordinances and standard acceptance procedures. Until acceptance, all maintenance shall remain the responsibility of the Developer.

ii. The timing of roadway construction shall be coordinated with the phasing of the Development so that adequate access is available for each phase. The Developer shall coordinate all driveway connections, intersection improvements, traffic-control devices, and work within public rights-of-way with SCDOT and other agencies having jurisdiction and shall obtain all permits required by law.

B. Potable Water, Sewage Collection, and Disposal.

i. The Parties acknowledge that potable water and sanitary sewer service for the Development shall be provided by the appropriate public utility provider having jurisdiction over the Property. The Developer shall be solely responsible, at its expense, for the design, engineering, permitting, construction, installation, testing, and acceptance of all on-site and off-site water distribution and sanitary sewer collection infrastructure necessary to serve the Development, including any required extensions, connections, lift stations, force mains, gravity sewer lines, water mains, valves, hydrants, meters, easements, and related appurtenances required by the applicable utility provider.

ii. The Developer shall obtain all approvals, permits, capacity commitments, and utility agreements required by the utility provider and all governmental agencies having jurisdiction. The timing of construction shall be coordinated with the phasing of the Development so that adequate utility service is available to each phase before occupancy.

iii. Developer shall construct all public water and sanitary sewer improvements serving the Development in accordance with Town standards and all applicable utility requirements. Upon successful testing, inspection, and acceptance, all water mains, sewer mains, valves, hydrants, lift stations, and related public utility improvements intended for municipal ownership shall be conveyed to the Town without additional consideration and thereafter maintained by the Town. Facilities expressly designated as private shall remain the responsibility of the Developer or HOA.

iv. The Town shall have no obligation to finance, construct, own, operate, repair, replace, or maintain any water or sewer infrastructure serving the Development except to the extent expressly accepted by the Town in a separate written instrument. Nothing contained in this Agreement shall be construed as obligating the Town to guarantee utility capacity, approve service by any particular utility provider, or assume responsibility for facilities owned or operated by third-party utility providers.

C. Stormwater Management.

i. The Developer shall be solely responsible, at its expense, for the planning, design, permitting, construction, installation, inspection, and completion of all stormwater management facilities and related infrastructure necessary to serve the Development. All stormwater improvements shall be designed and constructed in accordance with applicable federal and state law, the Controlling Stormwater Standards, and the requirements of governmental agencies having jurisdiction over the Property.

ii. The Developer shall obtain all permits, approvals, and authorizations required for the construction and operation of the stormwater management system and shall complete all required erosion and sediment control measures during construction. Stormwater facilities shall be installed in coordination with the phased development of the Property so that each phase is provided with adequate stormwater management prior to the issuance of certificates of occupancy for improvements within that phase.

iii. Unless expressly accepted for public ownership pursuant to a separate written instrument executed by the Town, all stormwater ponds, detention or retention facilities, drainage structures, pipes, swales, channels, inlets, outlets, water quality devices, easements, and related appurtenances shall remain private improvements. Following the establishment of the homeowners' association, responsibility for the operation, inspection, repair, maintenance, replacement, and long-term funding of such private stormwater facilities shall be assumed by the homeowners' association in accordance with its governing documents. Prior to turnover to the homeowners' association, such responsibilities shall remain with the Developer.

iv. Nothing contained in this Agreement shall obligate the Town to own, operate, inspect, maintain, repair, replace, or reconstruct any private stormwater facility serving the Development. The Town retains its governmental authority to inspect the Development for compliance with applicable laws and permits, but such inspections shall not create any duty on the part of the Town to maintain or accept any private stormwater improvement.

D. Solid Waste Collection.

i. The Parties acknowledge that municipal solid waste collection and disposal services are not the responsibility of the Town except to the extent required by applicable law or a separately adopted municipal program. The Developer shall provide, or cause to be provided, adequate areas for the storage and collection of solid waste and recyclable materials in accordance with all applicable ordinances, regulations, and health requirements.

ii. For single-family residential development, collection services shall be provided by a private licensed waste hauler or such other provider as may be selected by the homeowners' association or individual property owners. Multifamily, commercial, and mixed-use portions of the Development shall likewise arrange for private collection unless the Town affirmatively elects by future policy to provide such service on a generally applicable basis.

iii. The Town shall have no obligation to construct, finance, own, or maintain any refuse collection facilities, dumpsters, compactors, or similar improvements within the Development. The Developer shall ensure that all waste collection facilities are designed and located in compliance with applicable development regulations and shall coordinate collection access as part of the site plan approval process.

E. Fire Protection, Emergency Medical Services, and Law Enforcement.

i. The Parties acknowledge that fire protection, emergency medical services, and law enforcement services for the Development shall be provided by the appropriate governmental agencies and service providers in the ordinary course and on the same basis as such services are provided to other similarly situated properties within the Town and surrounding service areas. Except as expressly provided in this Agreement, the Developer shall have no obligation to dedicate land, construct public safety facilities, or make cash contributions for fire, emergency medical, or law enforcement purposes.

ii. The Developer shall design and construct the Development in accordance with all applicable laws, ordinances, subdivision regulations, and fire code requirements relating to emergency access, fire apparatus access roads, fire hydrant placement, water availability, addressing, and related life-safety requirements. The Developer shall cooperate with the Town and all applicable emergency service providers during the development review process to ensure that each phase of the Development is capable of being served upon completion.

iii. Nothing contained in this Agreement shall be construed as creating a contractual obligation on the part of the Town or any public safety agency to provide any particular level of emergency response beyond that otherwise provided by applicable law.

F. Open Space and Greenway Easements.

i. All parks, open space, common areas, landscaped areas, trails, and recreational amenities within the Development shall remain privately owned and maintained by the homeowners' association or other private entity designated by the Developer, unless expressly conveyed and accepted by Town by separate written instrument. All parks, trails, pocket parks, entrance monuments, landscaped areas, recreational amenities, common areas, and other improvements not expressly dedicated to the Town shall remain owned, operated, repaired, replaced, and maintained by the Homeowners' Association. The HOA shall also maintain private amenities and common landscaping in perpetuity in accordance with its governing documents.

ARTICLE V
MISCELLANEOUS

Section 5.01. Notices. Any notice, demand, request, approval, consent, election, or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when (i) personally delivered, (ii) deposited in the United States Mail, certified mail, return receipt requested, postage prepaid, or (iii) deposited with a nationally recognized overnight delivery service, addressed to the applicable Party at the address set forth below, or at such other address as a Party may designate by written notice in accordance with this Section.

To the Town:
Town of Pendleton
Attn: Town Administrator
310 Greenville Street
Pendleton, SC 29670

With a copy to:
Town Attorney
P.O. Box 565
Greenville, SC 29602-0565

To the Developer:
CPG Development, LLC
Attn: Mark Mathewson, Manager
302 Wingo Way, Suite 401
Mount Pleasant, SC 29464

Email Courtesy Copy: mmathewson@centerparkgroup.com

McCabe Properties, LLC
Attn: William R. Morris, Manager
295 Wheeler Road
Andrews, SC 29510
Email Courtesy Copy: lmrmorris@ftc-i.net

Notices shall be effective upon actual delivery or, if delivery is refused, upon the date of refusal. Courtesy copies shall not constitute notice.

Section 5.02. Amendments.

A. This Agreement may be amended, modified, or terminated only by the mutual written agreement of the Town and the Developer in accordance with the South Carolina Local Government Development Agreement Act and other applicable law. McCabe shall delegate and assign its authority to amend, modify, or terminate this Agreement to Developer upon transfer of title to the Property. No oral statement, course of conduct, or prior practice shall amend, waive, or modify any provision of this Agreement.
B. Any amendment constituting a major modification under applicable law shall be processed in the manner required by the Act, including any required public notice, hearing, and approval procedures. Minor Modifications shall be processed administratively under Section 3.06, and no additional development agreement, public hearing, or discretionary approval shall be required unless mandated by the Act or other applicable law.
C. If, after the Effective Date, any state or federal statute, regulation, or judicial decision requires modification of this Agreement in order to remain lawful or enforceable, the Parties shall cooperate in good faith to execute such amendment as is reasonably necessary to comply with the applicable law while preserving, to the greatest extent practicable, the original intent and economic expectations of the Parties.
D. Except as expressly provided herein or by applicable law, no amendment shall impair any vested development rights previously acquired by the Developer under this Agreement.

Section 5.03. Periodic Review.

A. In accordance with the South Carolina Local Government Development Agreement Act, the Town shall conduct a periodic review of the Developer's compliance with this Agreement at least once every twelve (12) months during the Term of this Agreement, unless a different review period is authorized by applicable law.
B. The periodic review shall be conducted by the Town Administrator, Planning Director, or such other official designated by the Town. Upon reasonable request, the Developer shall provide information reasonably necessary to demonstrate its good-faith compliance with the terms of this Agreement, including the status of development, infrastructure improvements, and other obligations applicable to the phase of development then underway.
C. The Town's review shall be limited to determining whether the Developer is in material compliance with this Agreement. A delay in development attributable to market conditions, weather, labor shortages, financing, governmental permitting, force majeure or other circumstances beyond the reasonable control of the Developer shall not, standing alone, constitute evidence of noncompliance or default.
D. If the Town determines that the Developer is not in material compliance, the Town shall proceed in accordance with the notice and cure procedures set forth in Section 5.04 of this Agreement. Completion of a periodic review without written notice of material noncompliance shall not constitute a waiver of any subsequently discovered default.

Section 5.04. Breach of Agreement.

A. If, as a result of the periodic review required by Section 5.03 or otherwise, the Town determines that the Developer has committed a material breach of this Agreement, the Town shall provide the Developer with written notice describing the alleged breach in reasonable detail, identifying the facts supporting the determination, and specifying the provisions of this Agreement alleged to have been violated. The notice shall afford the Developer sixty (60) days from receipt to cure the breach or, if the breach is not reasonably capable of being cured within sixty (60) days, to commence the cure within that period and thereafter diligently pursue the cure to completion.

B. If the Developer fails to cure a material breach within the applicable cure period, or fails to diligently pursue completion of a cure timely commenced, the Town may seek remedies available under this Agreement, the South Carolina Local Government Development Agreement Act, or other applicable law, included seeking modification or termination of this Agreement, provided that the Developer shall first be afforded a reasonable opportunity to present evidence to the Town Council demonstrating either that no material breach exists or that the Developer has satisfied the requirements of this Section. Modification, suspension, or termination of this Agreement may be pursued only to the extent reasonably necessary to address the specific uncured material breach and shall not affect completed improvements, issued permits, recorded plats, certificates of occupancy, accrued rights, or Development Rights assigned to a non-defaulting successor except to the extent directly affected by the uncured breach. If the Town lawfully terminates this Agreement for material breach, any undeveloped portion of the Property shall be zoned under the R-2 classification.

C. Nothing in this Section shall limit either Party's right to seek temporary or preliminary equitable relief when necessary to preserve the status quo or prevent immediate and irreparable harm pending resolution of a claimed default.

D. The rights and remedies provided in this Agreement are cumulative only to the extent consistent with the express limitations in this Agreement and applicable law.

Section 5.05 Enforcement. Upon the occurrence of a default following expiration of any applicable notice and cure period, either Party may pursue remedies available under this Agreement, the South Carolina Local Government Development Agreement Act, or applicable law, including declaratory relief, injunctive relief, specific performance, or other equitable remedies where monetary damages are inadequate, subject in all cases to the limitations stated in Sections 1.07 and 5.04. No delay or omission in exercising a right shall constitute a waiver. Remedies are cumulative only to the extent expressly permitted by this Agreement.

Section 5.06 No Third-Party Beneficiaries. This Agreement is entered solely for the benefit of the Town and the Developer and their permitted successors and assigns. Nothing contained herein creates rights in any purchaser, adjoining landowner, utility, governmental agency, contractor, subcontractor, lender, homeowners' association member, or other third party except where this Agreement expressly provides otherwise.

Section 5.07 Recording. The Developer shall record this Agreement within five (5) days after its execution by all Parties, and every amendment required by law, in the Anderson County Register of Deeds and shall furnish the Town with recorded copies. The recorded Agreement shall run with the Property during the Term.

Section 5.08 Administration. The Town Administrator, Planning Director, Zoning Administrator, or other official designated by Town Council shall administer this Agreement. Administrative determinations made in good faith, using reasonable standards, and consistent with this Agreement shall not constitute amendments and shall not re-open matters approved by this Agreement or the Final Development Plan.

Section 5.09 Effect of Annexation or Governmental Reorganization. If jurisdiction over any portion of the Property changes by annexation, consolidation, or governmental reorganization, this Agreement shall remain effective to the fullest extent authorized by the Act unless amended by the Parties.

Section 5.10 Estoppel Certificates. Within fifteen (15) business days after written request, either Party shall execute an estoppel certificate identifying the Agreement, stating whether it remains in effect, identifying known uncured defaults, confirming any amendments then in effect, and confirming the status of issued approvals and Development Rights to the requesting Party's actual knowledge.

Section 5.11 Entire Agreement. This Agreement and all incorporated exhibits constitute the complete agreement concerning the Development and supersede prior negotiations, letters of intent, settlement proposals, and oral representations relating to the subject matter hereof.

Section 5.12 Further Assurances. Each Party shall execute such additional instruments and take such further action as may reasonably be required to implement the intent of this Agreement.

Section 5.13 Rules of Construction. Headings are for convenience only. The Agreement shall be construed as jointly drafted. Singular includes plural where appropriate. References to statutes include amendments unless expressly limited. In the event of conflict, this Agreement controls over the Approved Site Plan and Approved Statement of Intent, and the Approved Site Plan controls over the Approved Statement of Intent, except where this Agreement expressly provides otherwise.

Section 5.14 Assignment. Assignments shall be governed by Article III. No assignment relieves the assigning Developer from obligations accrued before the effective assignment absent the Town's written release. Successors assuming obligations shall enjoy corresponding Development Rights for the assigned Property.

Section 5.15 Governing Law and Venue. This Agreement shall be governed by South Carolina law. Exclusive venue for actions arising from this Agreement shall lie in the Court of Common Pleas for Anderson County, South Carolina, unless exclusive jurisdiction is vested elsewhere by law.

Section 5.16 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each deemed an original. Electronic signatures and electronically transmitted signature pages shall be treated as originals to the extent permitted by law.

Section 5.17 Eminent Domain. Nothing herein limits the lawful exercise of eminent domain. If any portion of the Property is acquired by eminent domain, the Parties shall cooperate in good faith regarding any amendment reasonably necessary to address the taking.

Section 5.18 Force Majeure. Either Party, upon written notice to the other Party once the effects of the event or circumstance are known, may be excused for a period of delay in performing its obligations under the Agreement if such delay arises from an event or circumstance beyond the reasonable control of the affected Party, including severe weather, natural disasters, labor or supply-chain disruption, litigation or third-party challenges, moratoria, litigation relating to the Property and/or this Agreement, stays, injunctions, and delays in permitting, approvals, or otherwise by SCDOT, SCDES, the U.S. Army Corps of Engineers, Anderson County, or other governmental authorities whose approvals are required for the Project. The Term of this Agreement and the deadlines set forth herein shall be tolled and extended day-for-day during force majeure events.

Section 5.18 Severability. If any provision is declared invalid or unenforceable, the remaining provisions shall remain in effect unless the invalid provision is essential to the fundamental bargain of the Parties.

Section 5.19 Effective Date. This Agreement becomes effective upon satisfaction of all requirements of the Act and execution by the Parties, and thereafter shall remain in effect for the stated Term unless sooner terminated or extended in accordance with this Agreement.

Section 5.20 Indemnification. Developer (the "Indemnifying Party") agrees to indemnify, defend and hold harmless Town (the "Indemnitee") and its employees, officials, and affiliated entities from third-party claims arising from the negligence and/or willful or intentional misconduct of the

Indemnifying Party, except to the extent caused by the negligence, gross negligence, bad faith, fraud, or willful misconduct of the Indemnitee. These obligations survive completion, expiration, and termination with respect to claims arising during the Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.

WITNESSES:

THE DEVELOPER:

CPG DEVELOPMENT, LLC
A South Carolina Limited Liability Company

_____
Name:

_____
Name:

_____
By:
Its:

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated:_____

_____
Notary Public for the State of _____

My commission expires:_____

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.

WITNESSES:

OWNER/DEVELOPER:

MCCABE PROPERTIES, LLC
A South Carolina Limited Liability Company

_____
Name:

_____
Name:

_____
By:
Its:

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

[], who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated:_____

_____
Notary Public for the State of _____

My commission expires:_____

[NOTARIAL SEAL]

WITNESSES:

TOWN:

TOWN OF PENDLETON, SOUTH CAROLINA,
a political subdivision of the State of South Carolina

_____

Name:

_____

Name:

_____

By:
Its:

[SEAL]

Attest:

_____

By:
Clerk to Town Council

SOUTH CAROLINA)
)
_____ COUNTY)

ACKNOWLEDGMENT

[], who personally appeared before me and proved to me through government-issued photo identification to be the above-named person and acknowledged the execution and delivery of the within name Development Agreement and that s/he executed and delivered the same as his/her own free act and deed.

Dated:_____

_____

Notary Public for the State of _____

My commission expires:_____

[NOTARIAL SEAL]

Exhibit A
Property Description

The Property consists of all those certain parcels of land located in the Town of Pendleton, Anderson County, South Carolina, between Cherry Street Extension (S.C. State Route 115) and Lebanon Road (S.C. State Route 29), identified in the records of the Anderson County Assessor by the following Tax Map Sheet ("TMS") numbers:

- Anderson County TMS No. 62-00-08-009; and
- Anderson County TMS No. 63-00-01-007.

The Property contains in the aggregate approximately seventy-nine and seventy-six hundredths (±79.76) acres of land. No current metes-and-bounds survey of the Property has been prepared, and the Property shall be identified for purposes of this Agreement and the Settlement Documents by the foregoing TMS numbers and acreage.

Exhibit B
Approved Site Plan

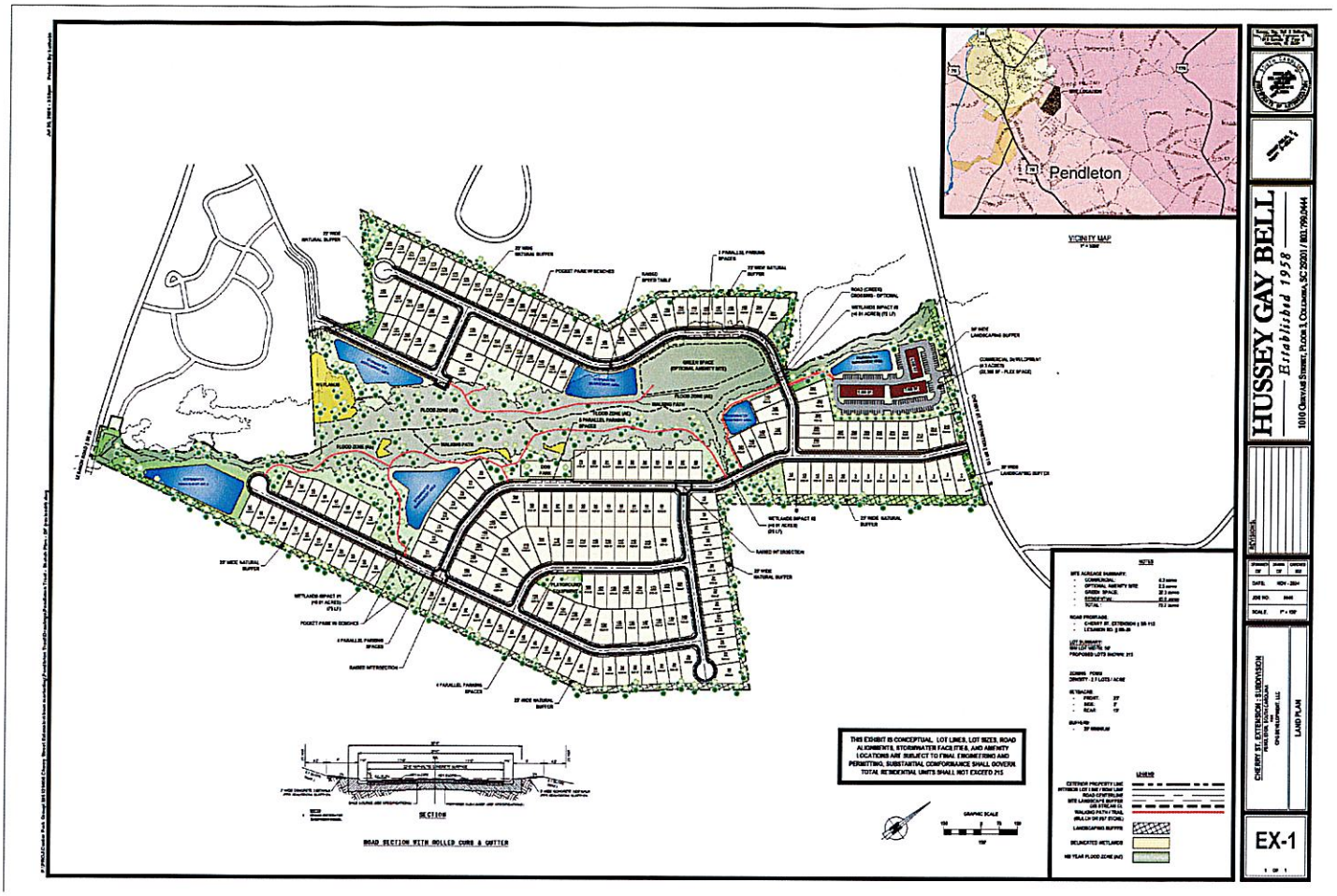


Exhibit C
Statement of Intent

The Retreat at Town Creek

+/-79.77 Acre Planned Development – Mixed Use Pendleton, South Carolina

Community Development

The development planned for this +/-79.77-acre tract located in the Town of Pendleton will utilize the **Planned Development – Mixed Use (PDMU)** zoning classification. The community will consist of single-family residential homes, to a maximum density of two hundred fifteen (215) single-family lots, and a designated commercial area fronting Cherry Street Extension. Roads within the community will be constructed to public standards and, upon completion and inspection, dedicated to the Town of Pendleton. A 5-foot-wide minimum sidewalk will be provided on both sides of the public roads, installed incrementally as homes and driveways are built. Other infrastructure improvements. will consist of rolled curb and gutter along roads, public water mains, public sewer mains, storm drainage, and common grounds (open space, walking trails, and pocket parks).

The existing topography, terrain, and proximity to Town Creek present a unique opportunity to create a community that embraces its natural features. The development will utilize these elements to establish inviting open spaces, passive recreation areas, and a network of walking trails that weave through the neighborhood. The location, scope, timing, features, and programming of trails will not only provide residents with opportunities for outdoor activity but will also enhance connectivity between different phases of the neighborhood, green spaces, and direct internal access to the future commercial area. The trails may include benches, small gathering nodes, or interpretive signage where appropriate, fostering a sense of community and encouraging outdoor engagement and passive recreation areas may be adjusted during civil engineering, marketing, and construction, so long as they are not materially diminished, in accordance with the Agreement.

Landscaped entrance features such as masonry columns, signage, landscaping, and enhanced plantings will be installed at Project entrances and provide a welcoming arrival experience for both residents and visitors. Existing trees and vegetation along the property boundary will be preserved in order to maintain a natural buffer between the development and surrounding uses.

Stormwater management ponds will be located in areas that maximize both function and aesthetics, helping to reduce runoff, protect water quality, and contribute to the overall landscape design. These facilities will be designed in accordance with best management practices and may include walking paths or other features where appropriate.

A centrally located area has been reserved within the community for a potential amenity center or flexible open space, depending on final program demand. This area may serve as a gathering place for residents and could include features such as a playground, shaded pavilion, or greenspace for informal recreation. The space will be owned and maintained by the Homeowners Association (HOA) and will be designed to serve the evolving needs of the community over time.

Phasing & Density

The project is expected to be developed in multiple phases, with phase lines to be determined as part of the civil engineering design process. These details will be depicted in a Preliminary Site Development Plan at a later stage.

In addition to the residential component, approximately four (4) acres fronting Cherry Street Extension have been designated for commercial use. This area is envisioned as a flexible-use

commercial development that will serve both residents of the new community and the broader Pendleton area. The commercial parcel is strategically positioned at the main entrance to the development, creating a natural transition between the public roadway and the neighborhood interior while promoting walkability and convenience. No assisted living facility shall be required to be developed on the Property.

The developer anticipates a mix of potential uses based on future market demand, which may include, without limitation, professional offices, health and wellness providers, neighborhood retail, local dining establishments, or service-oriented businesses that meet every day needs. The goal is to encourage a diverse mix of uses that contribute to the vitality of the area while remaining compatible with the surrounding residential context.

The commercial area will be designed with shared parking, landscaping, and pedestrian access in mind. Internal drives and sidewalks will promote walkability and integration with the adjacent residential development, and landscaping standards will be adhered to in accordance with the Town's requirements. Building materials and architectural design elements will be compatible with the broader neighborhood character, while allowing flexibility to respond to individual tenant requirements.

Homes & Materials

The homes within the community will be designed to appeal to a broad range of buyers and reflect the evolving needs of the local market. Home sizes are expected to vary, with anticipated square footage ranging from approximately 1,400 to 3, 200 square feet, and anticipated layouts that accommodate both single-story and two-story living options, depending on market demand at the time of construction.

While, final architectural plans and product offerings will be determined during the building phase, the homes. Homes are anticipated to include a variety of elevations and design styles to promote visual interest and avoid repetition within the streetscape. Flexibility in design will allow the developer to deliver housing that is appropriately scaled to the lot sizes and complements the community's overall character.

Exterior materials may include a combination of vinyl siding, shake siding, fiber cement board, brick, and/or stone. The specific use and application of materials may vary by home, with some homes utilizing a single cladding material and others incorporating blended façades to create architectural variety. Rooflines, porches, trim details, and entry features may also vary. All homes will comply with applicable zoning and building code requirements, as modified by the Development Agreement. Architectural renderings and sample elevations from past projects are attached to the Development Agreement as Exhibit E to provide general examples of the type and quality of product that may be delivered, but those Architectural examples are illustrative and not prescriptive. The Developer reserves discretion regarding plans, elevations, materials, and configurations, provided the structures maintain the general character reflected in the approved examples.

Landscape

The development will include a thoughtfully designed system of landscape buffers compatible with adjacent uses and enhancing the overall appearance and livability of the community. A 25-foot-wide landscape buffer will be provided along property lines shared with existing or future nonresidential uses.

Plant species, spacing, and installation methods will give consideration to the use of native plantings where feasible and ensure that the buffers function both aesthetically and ecologically,

contributing to the overall quality and long-term appeal of the neighborhood. Developer will comply with the tree species list attached as Exhibit E to the Development Agreement.

Community Identity

Quality neighborhoods are defined not only by the homes themselves but by the character and livability of the overall environment. This community is intended to create a walkable, interconnected community that blends with Pendleton's small-town fabric and natural beauty. The developer plans preserve key natural features where feasible and to incorporate meaningful open space, trails, and gathering areas that can be enjoyed by residents.

Sewer/Water

There is an existing sanitary sewer pump station located in the Southernmost corner of the property, which is owned and maintained by the Town of Pendleton. This pump station will serve this new development. Public water, which is owned and maintained by the Town of Pendleton, is available along Cherry Street Extension and Lebanon Road to serve the development. The new sewer and water mains built within the community will be built to public standards and turned over to the Town of Pendleton upon completion.

Setbacks

Proposed lot sizes and setbacks (to be measured from building walls and not eaves/overhangs) for this project are as follows:

- 25' minimum front yard setback.
- 5' minimum side yard setback (each side).
- 15' minimum rear yard setback.
- 49' minimum lot width

Other Public Improvements and Facility Impact

All public infrastructure associated with the development, including roadways, sidewalks, water and sewer mains, and stormwater management systems intended for public ownership, will be designed and constructed in accordance with applicable Town of Pendleton engineering and design standards. Upon completion and final inspection, these improvements will be dedicated to the Town for ownership and ongoing maintenance, consistent with Town policy and procedures.

The internal street network has been designed to provide efficient vehicular circulation, emergency access, and connectivity across the site while minimizing unnecessary road extensions and environmental disruption. Sidewalks are planned on both sides of public streets to enhance pedestrian safety and walkability, supporting a well-integrated, livable neighborhood environment.

All common areas, including open space tracts, walking trails, pocket parks, stormwater ponds, and neighborhood entrance features, will be privately owned and maintained by the Developer until such time as they are transferred to a professionally managed Homeowners Association (the HOA).

The overall community layout, including drainage patterns and utility routing, has been thoughtfully configured to avoid adverse impacts on existing infrastructure and to operate efficiently within the Town's utility systems. The stormwater management plan will be engineered to meet all applicable water quality, detention, and volume control standards required under the

Agreement, including the Controlling Stormwater Standards, and any applicable state or federal regulations.

All construction activities will comply with applicable local, state, and federal codes, building regulations, environmental permitting requirements. Coordination with Town staff and utility providers will occur throughout, and other requirements as limited by the Agreement.

Commercial Development

The ±4-acre commercial site is designed as a flexible mixed-use node to complement the surrounding residential uses. While specific tenants or uses will be market-driven, we anticipate demand for neighborhood-oriented businesses such as coffee shops, wellness providers, local services, or other neighborhood-oriented businesses.

EXHIBIT D
REQUIRED INFORMATION

The Act and the ordinance approving this Agreement require a development agreement to include certain information. The following information is provided in conformance with the Act and that ordinance.

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, McCabe Properties, LLC is the legal owner of the Property, and CPG Development, LLC, is the equitable owner of the Property by virtue of its purchase agreement with McCabe.

(B) *the duration of the agreement which must comply with section 6-31-40 of the Act. See* section 1.10.

(C) *a representation by the Developer of the number of acres of highland contained in the property subject to the agreement. See* section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property. See* section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities, and height. See* section 1.06.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the Town shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the Developer. See* article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* The Developer shall comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions. See* section 3.04.

(I) *a finding that the development permitted or proposed is consistent or will be consistent by the time of execution of the agreement, with the Town's comprehensive plan and land development regulations. See* section 2.01(A).

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures.* The Developer shall comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(K) *a development schedule including commencement dates and interim completion dates at no greater than five-year intervals. See* section 1.07.

(L) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See* section 5.08.

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers, portions of the Town Code of Ordinances, or both. See* sections 1.02, 3.02, and 3.07.

(N) *a provision, consistent with section 6-31-80 of the Act, addressing the circumstances under which laws and land development regulations adopted after the execution of the agreement apply to the property subject to the agreement. See* sections

3.02 and 3.07.

(O) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly incorporated area and, if so, that the provisions of section 6-31-110 of the Act apply. See* section 5.09.

(P) *a provision relating to the amendment, cancellation, modification, or suspension of the agreement. See* section 5.02.

(Q) *a provision for periodic review, consistent with the provisions of the ordinance approving this Agreement. See* section 5.03.

(R) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of the ordinance approving this Agreement. See* section 5.04.

(S) *a provision that the Developer, within 14 days after the Town executes the Agreement, will record the Agreement with the Anderson County Register of Deeds. See* section 5.07.

(T) *a provision that the burdens of the Agreement are binding on, and the benefits of the Agreement shall inure to, the Town and the Developer. See* section 1.09(A).

(U) *a provision addressing the conditions and procedures by which the Agreement may be assigned, if applicable. See* section 1.09(B), section 3.05, and section 5.14.

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EXHIBIT E
APPROVED ARCHITECTURAL & DESIGN STANDARDS

1. Application and Effect

1.1 *Scope.* These exterior architectural and design standards apply to the construction of new principal residential dwellings and commercial buildings on the Property, and to accessory structures to the extent stated in Section 8 of this Exhibit. They do not govern interior construction, floor plans, or unit mix.

1.2 *Exclusive standards.* This Exhibit, the Approved Site Plan, and the Approved Statement of Intent are the only architectural and design standards applicable to the Property. No other Town design guideline, design manual, pattern book, overlay district, architectural review process, or discretionary design criterion applies to the Property during the Term.

1.3 *Representative Plans.* The elevations and renderings attached to this Exhibit are the Representative Plans. They are illustrative of the type and quality of architecture approved for the Project and are not prescriptive. A dwelling or commercial building constructed substantially in accordance with a Representative Plan satisfies this Exhibit.

1.4 *Compliance determination.* Compliance with this Exhibit is determined administratively as part of the Town's building permit review, applying only the objective standards stated in this Exhibit to any matter described in this Exhibit. Nothing in this Section limits the application of the building code or any other objective technical code or standard otherwise applicable to construction within the Project. Comments shall be in writing. No subjective or discretionary design review, architectural review board approval, or aesthetic approval is required for, or applies to, any structure within the Project. The Town may enforce the objective standards stated in this Exhibit through its ordinary code enforcement authority.

1.5 *Deviations.* The Zoning Administrator may approve a deviation from a standard in this Exhibit on a showing that the intent of the standard is met. Approval shall not be unreasonably withheld, conditioned, or delayed. An approved deviation is a Minor Modification and is not an amendment of the Agreement.

1.6 *Conflicts.* In the event of a conflict between this Exhibit and the Agreement, the Agreement controls. In the event of a conflict between this Exhibit and either the Approved Site Plan or the Approved Statement of Intent, the Approved Site Plan and the Approved Statement of Intent control.

2. Architectural Character, Form, and Height

2.1 *Character.* Dwellings shall employ traditional Southern and Upstate South Carolina residential styles, including farmhouse, craftsman, cottage, colonial, and traditional forms, and shall be conceptually similar to the Representative Plans.

2.2 *Height.* No dwelling shall exceed two and one-half (2.5) stories (35-feet), and no structure shall exceed the maximum height permitted by the Zoning Ordinance in effect as of the Agreement Date.

2.3 *Roof form.* Primary roofs shall be gable, hip, or a combination of gable and hip forms. Flat roofs are not permitted as the primary roof form on a dwelling.

2.4 *Roof pitch.* Primary roofs shall have a minimum pitch of 4:12. Porch, shed, dormer, bay, and other secondary roofs shall have a minimum pitch of 3:12.

2.5 *Eaves.* Eaves shall project not less than six (6) inches from the wall plane and shall have a finished soffit and fascia.

2.6 *Minimum size.* Each dwelling shall contain not less than 1,200 square feet of heated area.

2.7 *Front elevation articulation.* The front elevation of each dwelling shall include not fewer than two (2) of the following: a covered porch, stoop, or portico; a projecting or recessed wall plane; a gable, dormer, or change in roof form; a change in siding material, siding orientation, or siding color; shutters; a window or door with decorative trim, header, surround, or transom; or a masonry or stone accent.

3. Entries

3.1 *Orientation.* Each dwelling shall have a primary entry door oriented toward a street on which the lot fronts. On a corner lot, the primary entry may be oriented toward either street.

3.2 *Cover.* The primary entry of each dwelling shall be covered by a porch, stoop, portico, roof, overhang, or recess.

4. Foundations and Finished Floor Elevation

4.1 *Foundation systems.* Crawl space, stem wall, and slab on grade foundation systems are each permitted.

4.2 *Finished floor.* The finished floor of each dwelling shall be set not less than eight (8) inches above the finished grade adjacent to the front building line, and in all events at an elevation sufficient to provide positive drainage away from the structure as required by the applicable building code.

4.3 *Flood hazard areas.* Where any portion of a dwelling is located within a special flood hazard area, the lowest floor of that dwelling shall be elevated not less than two (2) feet above the base flood elevation.

4.4 *Exposed foundation.* Where a foundation wall on a street-facing elevation is exposed more than twelve (12) inches in height above finished grade, the exposed portion shall be finished with brick, stone, stucco, parging, or paint. Unfinished concrete masonry shall not remain exposed more than twelve (12) inches in height above finished grade on a street-facing elevation. This Section does not apply to a foundation wall exposed twelve (12) inches or less in height above finished grade.

5. Exterior Materials

5.1 *Permitted primary wall materials.* Brick; stone; stucco; fiber cement lap siding, panel, or shake; engineered wood siding; vinyl lap siding; and board and batten in any of the foregoing siding materials.

5.2 *Accent materials.* Brick, stone, shake, board and batten, and decorative trim are permitted as accent materials and may be used on the front elevation with other materials permitted by 5.1 above used on side and rear elevations.

5.3 *Continuity.* The primary wall material used on the front elevation of a dwelling shall continue on the remaining elevations of that dwelling. For purposes of this Section, brick, stone, and stucco used on a front elevation are accent materials and are not a primary wall material.

5.4 *Roofing.* Roofing shall be architectural or dimensional asphalt shingle, or metal roofing. Three tab asphalt shingle is not permitted as a primary roofing material.

5.5 *Trim and appurtenances.* Trim, corner boards, fascia, soffit, columns, railings, and similar elements shall be wood, fiber cement, vinyl, composite, aluminum, or PVC, finished or factory finished.

5.6 *Prohibited materials.* The following are not permitted on any street-facing elevation: T1-11 or plywood panel siding; exposed unfinished concrete masonry units, except as permitted by Section 4.4 of this Exhibit; corrugated or exposed fastener metal wall panels; and reflective or mirrored glass.

6. Windows and Doors

6.1 *Trim.* Windows and doors on a street-facing elevation shall be trimmed, cased, or installed with an integral trim or flange having a finished appearance. Untrimmed openings are not permitted on a street-facing elevation.

6.2 *Detail.* Each window on a front elevation shall include at least one of the following: grilles between the glass (GBG) or divided lites, shutters, a decorative header or surround, finished casing not less than three (3) inches in width, or an integral trim or flange installed in accordance with Section 6.1 of this Exhibit.

6.3 *Proportion.* Windows on a front elevation shall generally be vertical in proportion. Ganged units, transoms, fixed accent windows, and gable and dormer windows are permitted in any proportion.

6.4 *Doors.* Front doors may be wood, steel, fiberglass, or composite, glazed or unglazed, and shall be painted or factory finished.

7. Garages, Driveways, and Parking

7.1 *Front loading.* All lots within the Project are front loaded. Garages and driveways are accessed from the street on which the lot fronts.

7.2 *Configuration.* Garages may be attached or detached and may be front entry, side entry, or rear entry.

7.3 *Garage doors.* Street-facing garage doors shall be paneled, raised panel, carriage style, or similar, and shall be painted or factory finished to complement the body or trim color of the dwelling.

7.4 *Driveways.* Driveways serving dwellings shall be concrete or approved pavers. Gravel and asphalt driveways are not permitted.

8. Accessory Structures

8.1 *Materials.* Detached garages, accessory dwelling units, and sheds shall use exterior materials, colors, and roof pitch consistent with the primary structure on the same lot.

8.2 *Size.* A detached garage, accessory dwelling unit, or shed shall not exceed one half of the floor area of the primary structure on the same lot and shall not be taller than the primary structure.

9. Exterior Color

9.1 *Body colors.* Body colors shall be drawn from the earth tone range characteristic of the South Carolina Upstate, including white, off white, cream, beige, tan, sand, greige, warm and cool gray, muted green, sage, muted blue gray, brown, taupe, and clay and brick tones.

9.2 *Trim colors.* Trim shall be white, off white, or a color that complements the body color, applied consistently across the dwelling.

9.3 *Accent colors.* Front doors, shutters, garage doors, and similar accent elements may use deeper coordinated colors, including black, charcoal, navy, hunter green, burgundy, and brick red.

9.4 *Prohibited colors.* High chroma, fluorescent, and bright colors, including neon green, bright orange, bright yellow, bright purple, and bright pink, shall not be used as a body, trim, or roof color.

9.5 *Roof colors.* Asphalt roofing shall be black, charcoal, gray, brown, weathered wood, or a similar muted tone. Metal roofing shall be galvalume, silver, gray, black, bronze, or dark green.

9.6 *Color spacing.* The same body color shall not be used on dwellings located on immediately adjoining lots. Lots separated by a street, an open space tract, a stormwater tract, or a pair of adjoining driveways are not immediately adjoining for purposes of this Section.

10. Lot Landscape and Site Elements

10.1 *Yards.* The front yard and any street-side yard of each lot shall be sodded. Remaining disturbed areas shall be sodded, seeded, or landscaped.

10.2 *Foundation plantings.* Not fewer than five (5) shrubs shall be installed at the front elevation of each dwelling.

10.3 *Lot tree.* No less than one (1) tree shall be located in the front yard of each lot. A street tree installed within the front yard or within the adjacent right of way satisfies this requirement.

10.4 *Street trees.* Street trees shall be installed along public streets within the Project at an average spacing of not more than one (1) tree per forty (40) linear feet of street frontage, exclusive of driveways, intersections, sight triangles, utility crossings and easements, stormwater facilities, drainage structures, and areas in which planting is prohibited by SCDOT, Anderson County, or the applicable utility provider. Street frontage is measured one time along each side of a street, and no length of street is counted more than once. A tree provided under Section 10.3 of this Exhibit counts toward the requirement of this Section, and a tree provided under this Section counts toward the requirement of Section 10.3. Spacing may vary and distance from the road edge may vary in order to avoid a uniform linear appearance.

10.5 *Mechanical equipment.* Ground mounted mechanical equipment, meters, and similar equipment shall be located on a side or rear elevation and, where visible from a street, shall be screened by planting, fencing, or landscape material.

10.6 *Fencing.* Chain link fencing is not permitted within a front yard or a street-side yard, and no fence shall be higher than six-feet (6').

10.7 *Mailboxes.* Mailboxes shall be of a standardized style within the Project and shall be provided in the manner required by the United States Postal Service.

11. Streetscape and Utilities

11.1 *Sidewalks.* Sidewalks shall be installed as provided in the Approved Statement of Intent and as depicted on the Approved Site Plan. Sidewalks shall be not less than five (5) feet in width and shall establish a continuous pedestrian network within the Project.

11.2 *Street lighting.* Street lighting shall be provided in accordance with the standards, specifications, and available fixtures of the electric utility provider serving the Project.

11.3 *Utilities.* All new utility lines and connections within the Project shall be installed underground.

12. Commercial Parcel

12.1 *Materials and color.* Buildings on the Commercial Parcel shall use the materials permitted by Section 5 and the colors permitted by Section 9 of this Exhibit, and may in addition use storefront systems, metal panel accents, canopies, and awnings.

12.2 *Frontage.* The ground floor of the primary street-facing facade of each commercial building shall include windows, doors, or storefront glazing.

12.3 *Screening.* Rooftop and ground mounted mechanical equipment shall be screened from view from Cherry Street Extension.

12.4 *Service areas.* Loading, service, and refuse areas shall be located on a side or rear elevation and shall be screened from view from Cherry Street Extension.

12.5 *Signage.* Signage on the Commercial Parcel shall comply with the Town Ordinances applicable as of the Agreement Date.

12.6 *Illustrative renderings.* The commercial renderings attached to this Exhibit illustrate character and quality only. They are not a commitment as to building configuration, building count, building size, site layout, parking layout, tenant, or use.

13. Sustainability and Resilience

13.1 *Siting.* Building locations should be selected to minimize grading and earthwork where practical, in order to reduce soil erosion and downstream water impacts.

13.2 *Stormwater.* The use of bioswales, rain gardens, and permeable paving is encouraged.

13.3 *Shading.* Shading through trees and roof overhangs is encouraged.

14. Flood Management

14.1 *Reference mapping.* For purposes of this Exhibit, a special flood hazard area is an area identified as Zone A or Zone AE on Flood Insurance Rate Map Number 45007C0094E, Anderson County, South Carolina and Incorporated Areas, Panel 094 of 600, Town of Pendleton Community No. 450019, with an effective date of September 29, 2011, together with any adjoining panel of the same countywide Flood Insurance Rate Map on which any portion of the Property appears, in each case as in effect on the Agreement Date (collectively, the "Reference FIRM"). The flood zones depicted on the Approved Site Plan are based on the Reference FIRM.

14.2 *Dwellings.* No dwelling shall be located within a special flood hazard area.

14.3 *Other improvements.* Improvements other than dwellings may be located within a special flood hazard area, including those depicted on the Approved Site Plan and those shown on construction plans approved by the agencies having jurisdiction.

14.4 *Compliance.* Development within or adjacent to a special flood hazard area shall comply with the National Flood Insurance Program, the flood damage prevention ordinance applicable to the Property, and the Controlling Stormwater Standards, and shall obtain each permit required by the agency having jurisdiction.

14.5 *Grading and site work.* Grading, fill, and site work within a special flood hazard area shall be performed in accordance with the construction plans approved by the agencies having jurisdiction.

14.6 *Finished floor.* Elevation requirements applicable to dwellings are stated in Section 4.3 of this Exhibit.

14.7 *Elevation certificates.* Where the flood damage prevention ordinance applicable to the Property requires an elevation certificate, the certificate shall be provided before issuance of a certificate of occupancy for the affected dwelling.

14.8 *Subsequent map revisions.* If, after the Agreement Date, the Federal Emergency Management Agency revises, reissues, or supersedes the Reference FIRM or otherwise revises the flood mapping applicable to the Property, the Developer may satisfy this Section by obtaining a Letter of Map Amendment, a Letter of Map Revision, or a Conditional Letter of Map Revision, by elevating the affected dwelling as provided in Section 4.3 of this Exhibit, by adjusting lot lines, building locations, or grading through a Minor Modification, or by any combination of the foregoing. A revision to the flood mapping occurring after the Agreement Date shall not reduce the Maximum Residential Density, require modification of the Approved Site Plan or the Final Development Plan, or serve as a basis for the Town to withhold, delay, or condition an approval, so long as the Developer complies with the flood damage prevention ordinance applicable to the Property and with applicable federal law.

14.9 *No Town obligation.* Nothing in this Section obligates the Town to own, operate, maintain, repair, replace, or insure any improvement located within a special flood hazard area, and nothing in this Section creates any duty on the part of the Town with respect to flooding.

15. Definitions

Capitalized terms used in this Exhibit and not defined in this Section have the meanings given in the Agreement.

"Front elevation" means the exterior wall plane of a principal structure that contains the primary entry and faces the street on which the lot fronts.

"Heated area" means enclosed, climate controlled living space, exclusive of garages, porches, attics, and unconditioned storage.

"Representative Plans" means the residential elevations and commercial renderings attached to this Exhibit.

"Street-facing elevation" means an exterior wall plane of a principal structure that faces and is substantially parallel to a public street right of way. A wall plane facing an alley, a common area, an open space tract, a stormwater tract, a buffer, or an adjoining lot is not a street-facing elevation.

16. Representative Plans

Designs within the Project will be conceptually similar to the examples included below.

Residential:













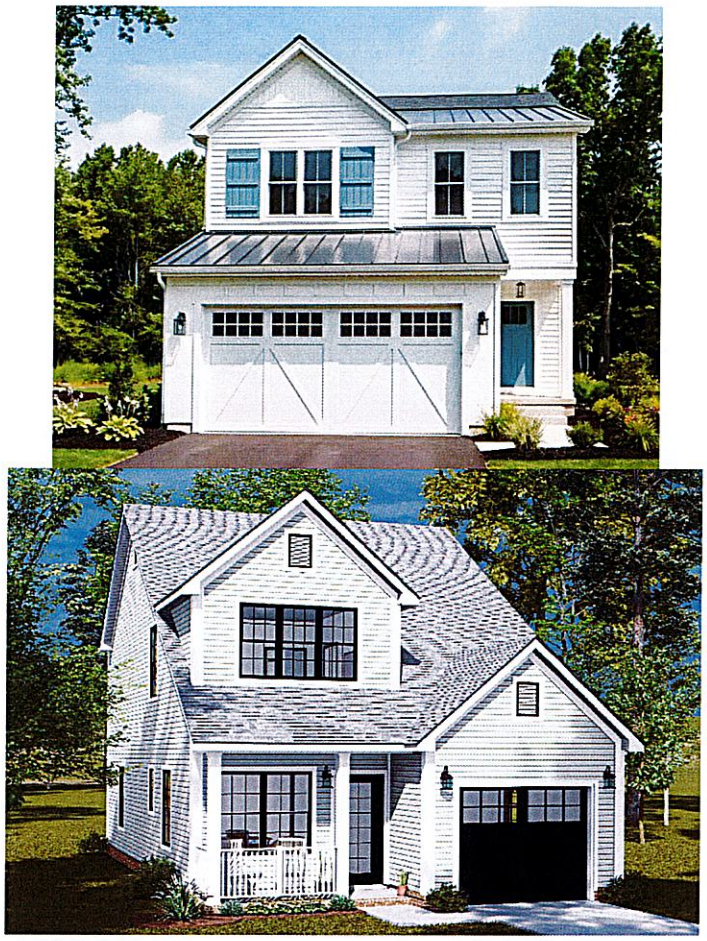






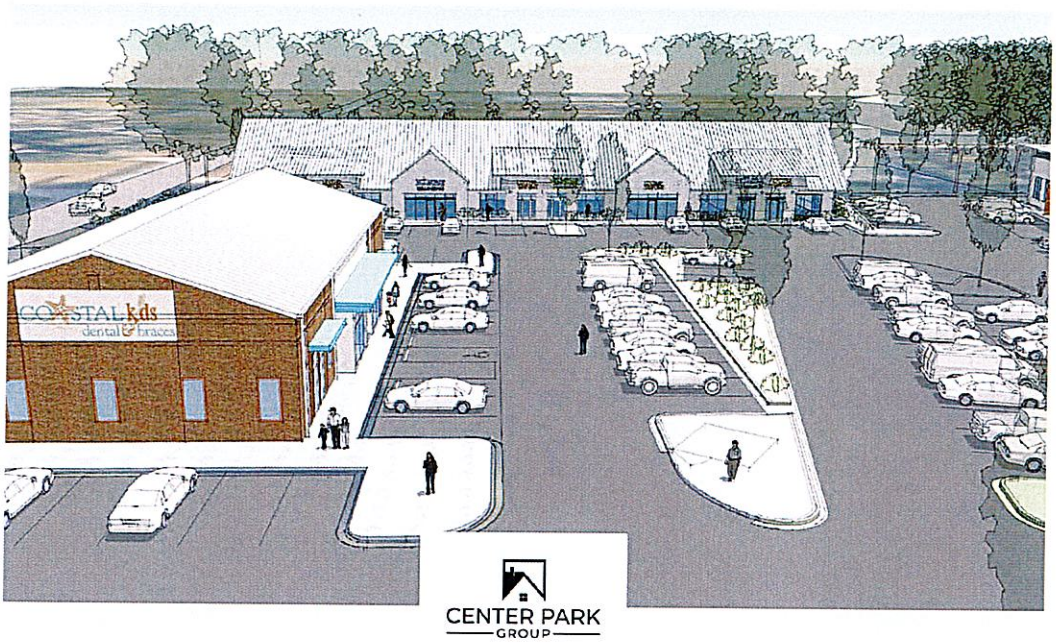


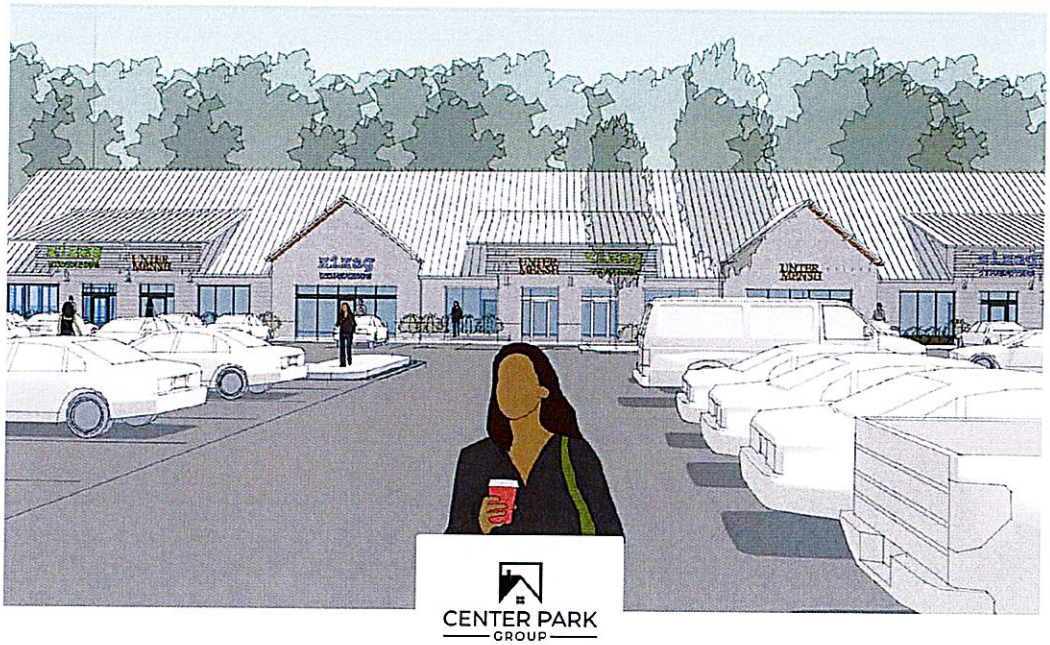


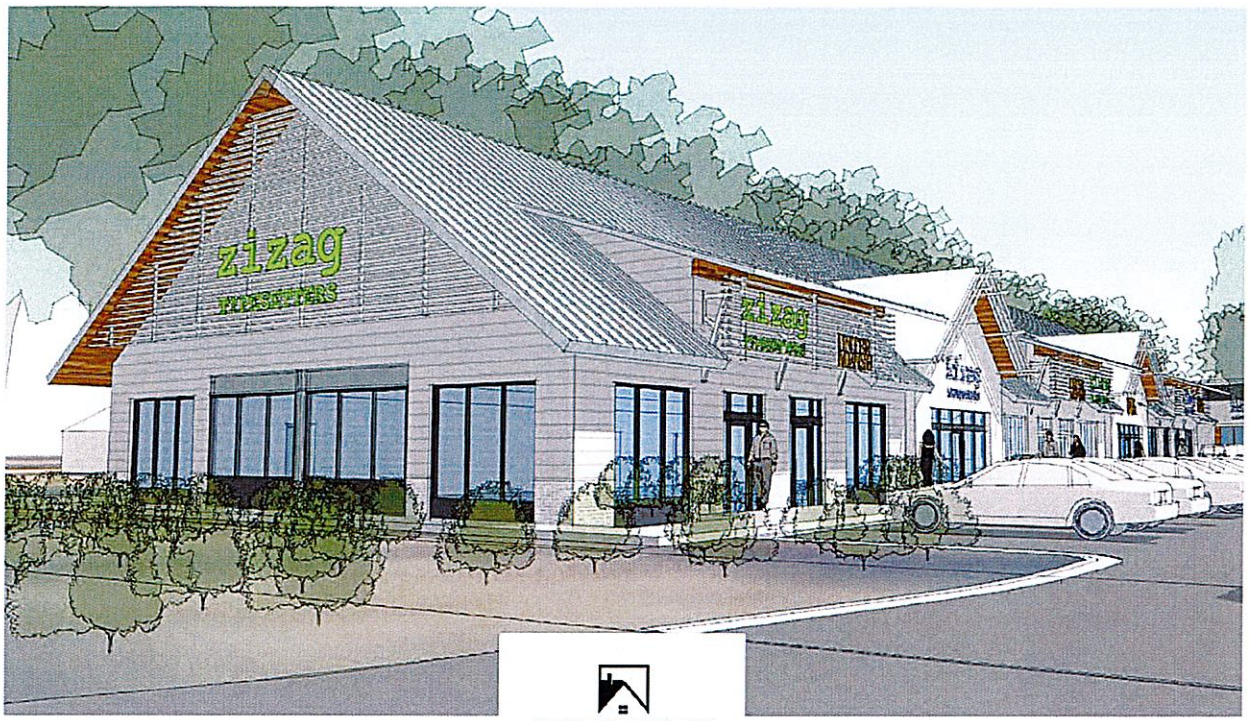



Commercial:




COASTAL kids
dental & braces
CENTER PARK
GROUP


CENTER PARK
GROUP



CENTER PARK
GROUP



CENTER PARK
GROUP


Building B
Building C
Building A
Tenant
Tenant
Tenant
CENTER PARK
GROUP

EXHIBIT F
APPROVED TREE SPECIES LIST

Botanical Name	Common Name
Acer barbatum	Florida Maple
Acer buergerianum	Trident Maple
Acer buergerianum 'ABMTF'	Trident Maple var. 'Aeryn'
Acer rubrum 'Bowhall'	Red Maple, var. 'Bowhall'
Acer rubrum 'Brandywine'	Red Maple, var. 'Brandywine'
Acer rubrum 'Frank Jr.'	Red Maple, var. 'Redpointe'
Acer rubrum 'Franksred'	Red Maple, var. 'Red Sunset'
Acer rubrum 'HOSR'	Red Maple var. 'Summer Red'
Acer rubrum 'Karpick'	Red Maple, var. 'Karpick'
Acer saccharum "Astis'	Sugar Maple var. 'Steeple'
Carpinus betulus "Fastigiata'	Pyramidal European Hornbeam
Cercis chinensis 'Avondale'	Avondale Redbud Tree
Cercis reniformis 'Oklahoma'	Oklahoma Redbud Tree
Chionanthus virginicus	White Fringetree
Chionanthus virginicus 'CVSTF'	Fringetree var 'Prodigy'
Crataegus viridis 'Winter King'	Winter King Hawthorn
Ginkgo biloba 'Princeton Sentry'	Ginkgo Tree var. 'Princeton Sentry'
Lagerstromei hybrids	Hybrid Crape Myrtle

Ad Preview

PUBLIC NOTICE

THE TOWN OF PENDLETON PLANNING COMMISSION WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBERS OF TOWN HALL ON THURSDAY, OCTOBER 8, 2026, AT 6:00 PM TO RECEIVE PUBLIC COMMENTS ON AN ORDINANCE AUTHORIZING AND APPROVING A DEVELOPMENT AGREEMENT BY AND AMONG THE TOWN OF PENDLETON, SOUTH CAROLINA, CPG DEVELOPMENT, LLC, AND MCCABE PROPERTIES, LLC, PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT, TITLE 6, CHAPTER 31 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, WITH RESPECT TO APPROXIMATELY 79.76 ACRES LOCATED BETWEEN CHERRY STREET EXTENSION AND LEBANON ROAD AND IDENTIFIED AS ANDERSON COUNTY TAX MAP NOS. 62-00-08-009 AND 63-00-01-007, KNOWN AS THE RETREAT AT TOWN CREEK; FINDING THAT THE PROPERTY CONTAINS TWENTY-FIVE ACRES OR MORE OF HIGHLAND AND THAT THE TERM OF THE DEVELOPMENT AGREEMENT COMPLIES WITH SECTION 6-31-40; FINDING THAT THE DEVELOPMENT AGREEMENT AND THE DEVELOPMENT AUTHORIZED THEREBY ARE CONSISTENT WITH THE TOWN'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS; ESTABLISHING REQUIREMENTS AND PROCEDURES FOR THE DEVELOPMENT AGREEMENT, INCLUDING REQUIRED INFORMATION AND PERIODIC REVIEW; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT; PROVIDING FOR RECORDATION; AUTHORIZING THE SETTLEMENT AND DISMISSAL OF CIVIL ACTION NO. 2026-CP-04-00160; AND OTHER MATTERS RELATED THERETO.