

COUNCIL MEETING MINUTES

Tuesday January 5, 2021

6:00pm

West Pelzer Municipal Center - 30 Main Street

Those present: Mayor Blake Sanders, Council Members Jim Riddle, Johnny Rogers and Pat Alexander; Town Attorney Carey Murphy, Town Clerk Paula Payton and Chief Alexis Eliopoulos.

INVOCATION/PLEDGE OF ALLEGIANCE – Gary Alexander

CALL TO ORDER – Mayor Sanders at 6:02pm

APPROVAL OF MEETING MINUTES - November 10, 2020 Council Meeting Minutes

Councilman Rogers made a motion to approve, 2nd by Councilwoman Alexander; all were in favor.

PRESENTATIONS/CLERK'S REPORT

Paula Payton - Clerk's Report – see attached

Payton added that the Town has been notified by the Post Office that January utility bills cannot be located at the distribution center; bills were delivered to the Williamston Post Office on Tuesday December 29, 2020 and left Williamston for the Greenville distribution center on the same day. Customers can call Town Hall to get their account information and balance. Payments can be made in person, by phone or online.

Chief Eliopoulos – Police Department Report – see attached

Chief Eliopoulos added that she plans to participate in the 2021 Palmetto Pride program, which provides trash bags, gloves and other supplies to help support litter clean up. She asked for volunteers to sign up for four clean up days per year (dates to be announced).

CITIZEN COMMENTS (sign up required / max 3 minutes)

Andy Gambrell – speaking as a concerned citizen regarding the agenda item municipal resolutions. Gambrell stated that he, as well as his neighbors are concerned with the resolution regarding the shared-use path on Depot Road and would like more information. Gambrell added that he is concerned that the path will add unwanted foot traffic and alter his property. Gambrell asked Council not to vote on the resolution tonight.

Monique Gambrell – shared concern with Mr. Gambrell; stated that she was a former Planning Commission member and none of the resolutions/ordinances on tonight's agenda were brought to the Planning Commission or given a public hearing. She felt that citizens were blindsided.

Mayor Sanders stated that he felt all concerns would be addressed during the discussion of the resolution later in the meeting.

OLD BUSINESS - NONE

NEW BUSINESS

1st Reading of Ordinance No. 2021-0105 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF RIGHT-OF-WAYS BY QUITCLAIM DEED TO ADJACENT PROPERTY OWNERS"

Councilman Riddle made a motion to approve 1st reading, 2nd by Mayor Sanders; all were in favor.

Councilwoman Farmer entered the meeting (6:16pm) at the end of the discussion regarding Ordinance No. 2021-0105 and did not cast a vote

1st Reading of Ordinance No. 2021-0105-1 "AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF WEST PELZER, SOUTH CAROLINA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE"

Mayor Sanders made a motion to approve 1st reading in title only, 2nd by Councilman Riddle; all were in favor. Review and edits can be made prior to 2nd reading at the February 2021 meeting.

Resolution No. 2021-0105 "A RESOLUTION BY THE TOWNS OF PELZER, WEST PELZER AND WILLIAMSTON, SOUTH CAROLINA SUPPORTING A SHARED-USE PATH ON DEPOT ROAD FROM HIGHWAY 8/HIGHWAY 20 TO PALMETTO ROAD"

Mayor Sanders stated that the resolution only shows support for the SCDOT to start the process of planning; the Town of Williamston approved the same resolution at their January meeting and it will go before Pelzer Council at their meeting next week. Mr. Gambrell stated that the term "shared-use" concerned him. Mayor Sanders responded that the term referred to a sidewalk used for multiple modes of transportation, such as pedestrians and cyclists. Mayor Sanders added that he would confer with Mayor Burgess and the term could be changed to sidewalk. Jimmy Jeanes added his concern of opening up the path would invite more crime into the area; Jeanes added that Pelzer had no interest in this since it did not connect to their city limits. Mayor Sanders stated that the proposed sidewalk would be installed along the northern side of Depot Road on the SCDOT right-of-way. Mayor Sanders made a motion to approve with the revision of using the term sidewalk instead of shared-use path, 2nd by Councilwoman Alexander; all were in favor.

Charter Easement Agreement Approval – 20 Holiday Street

Councilwoman Alexander made a motion to approve, 2nd by Councilwoman Farmer; Town Attorney Carey Murphy clarified that the approval vote gave the Mayor authority to sign the agreement on behalf of the Town. Vote taken; all were in favor.

REQUEST BY COUNCIL

Councilwoman Farmer – none

Councilwoman Alexander – none

Councilman Riddle – none

Councilman Rogers – none

Mayor Sanders – Update from Anderson County Transportation Committee; paving has been approved for Spring Street, Marguerite Street and West Stewart Street.

EXECUTIVE SESSION - NONE

ADJOURNMENT

At 6:38pm Councilman Riddle made a motion to adjourn; all were in favor.

Minutes prepared by:

Paula H. Payton, CMC

Town Clerk



West Pelzer

South Carolina COUNCIL AGENDA

Tuesday January 5, 2021

6:00pm

West Pelzer Municipal Center - 30 Main Street

- I. INVOCATION/PLEDGE OF ALLEGIANCE
- II. CALL TO ORDER
- III. APPROVAL OF MEETING MINUTES
 - a) November 10, 2020 Council Meeting
- IV. PRESENTATIONS/CLERK'S REPORT
 - a) Paula Payton - Clerk's Report
 - b) Chief Eliopoulos – Police Department Report
- V. CITIZEN COMMENTS (sign up required / max 3 minutes)
- VI. OLD BUSINESS
- VII. NEW BUSINESS
 - a) **1st Reading of Ordinance No. 2021-0105 "AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF RIGHT-OF-WAYS BY QUITCLAIM DEED TO ADJACENT PROPERTY OWNERS"**
 - b) **1st Reading of Ordinance No. 2021-0105-1 "AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF WEST PELZER, SOUTH CAROLINA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE"**
 - c) **Resolution No. 2021-0105 "A RESOLUTION BY THE TOWNS OF PELZER, WEST PELZER AND WILLIAMSTON, SOUTH CAROLINA SUPPORTING A SHARED-USE PATH ON DEPOT ROAD FROM HIGHWAY 8/HIGHWAY 20 TO PALMETTO ROAD"**
 - d) **Charter Easement Agreement Approval – 20 Holiday Street**
- VIII. REQUEST BY COUNCIL
- IX. EXECUTIVE SESSION
- X. ADJOURNMENT

#gowest

www.westpelzer.com

To: Mayor Sanders and Council

From: Paula H. Payton, CMC

Subject: Clerk's Report

Date: January 5, 2021

The following are updates and information related to activities in the Town of West Pelzer and/or upcoming events. Please contact me with any questions that you may have related to these items. ppayton@westpelzer.com or 864-947-6297 ext. 101

Administration

- The next Quarterly Department Meeting will be held in January 2021
- Municipal Center will be closed Monday January 18, 2021 in observance of Martin Luther King, Jr. Day
- Council (mid-year) Budget Workshop
 - Friday January 29, 2021 at 9:00am
- 2021 Statement of Economic Interest reports are due
 - Must be filed electronically
 - <https://ethics.sc.gov>

Public Works

- 13 work orders were completed in the month of December 2020.
 - Work Orders can be submitted online (www.westpelzer.com) or by calling Town Hall
- 2019 CCR Water Quality Report is available at www.westpelzer.com
- Reminder - Sanitation will run as usual, unless notification is received, even on holidays
- Public Works Committee met on December 7, 2020 to discuss the shared duties for operation and maintenance of the Sewer Plant

Municipal Court

Monies disbursed for December 2020

- General Fund ~ \$909.96
- Victim's Fund (Anderson County) ~ \$147.66

- State Assessment ~ \$1,765.50

Finance

- December 2020 Budget
 - General Fund Income \$45,175.60 ~ Expense \$43,069.35
 - Water/Sewer Income \$66,886.26 ~ Expense \$71,468.05
 - Hospitality Tax Income \$2,177.10 ~ Expense \$1,902.60
- Over Budget Items (YTD) - None



To: Mayor Sanders and Council

From: Chief Alexis Eliopoulos

Subject: Police Department Report

Date: January 1, 2021

The following are updates and information related to activities of the West Pelzer Police Department and/or upcoming events. Please contact me with any questions that you may have related to these items.

aeliopoulos@westpelzer.com or 864-947-6297 ext. 103

Crime Stats

- Reports-19
- Arrests-6
 - traffic related charges – 1
 - Disorderly Conduct-1
 - Violation of Order of Protection- 1
 - Breach of Trust- 2
 - Lottery Fraud- 4
 - Petit Larceny- 1
 - Warrants Served-1
- Tickets Written- 27
- Warnings- 28
- Crime stats for December 2019 were 18 reports with 9 arrests. Arrests are down from last year
- Crime Stats for Year 2020: Total Reports- 313 Total Arrests-127 Total Tickets- 838 Total Wreck Reports- 22

Updates

- A packet will be attached for all council members and mayor to review regarding a community event to benefit all residents and our environment. I will be heading the project with at least one Volunteer from the governing body. Please feel free to contact me regarding the project and your thoughts. And if you would like to assist me on the project please let me know.
- Reminder: If anyone needs to reach an Officer, they can call 864-947-6297 opt 5 or Anderson County Dispatch 864-260-4444; If it is an emergency please dial 911.

AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF RIGHT-OF-WAYS BY QUITCLAIM DEED TO ADJACENT PROPERTY OWNERS

WHEREAS, the Town of West Pelzer owns public rights-of-way that are within the municipal boundaries and previously used for utilities and trash collection; and

WHEREAS, the Town of West Pelzer completed a Resolution of intent to transfer in June 2020 outlining the process of property transfer; and

WHEREAS, the Town of West Pelzer agrees to abandon and Quit Claim Right-of Way as shown on Exhibit A.

BE IT HEREBY ORDAINED that the Town of West Pelzer Town Council does hereby approve and authorizes the Mayor, in consultation with the City Attorney, to:

1. Prepare, execute, and record all documents necessary to complete to abandon and Quit Claim Right-of Way as shown on Exhibit A.

First Reading: 1-5-2021

Second Reading: _____

Mayor

Attest:

Town Clerk

TMS#	Name	Address	Mailing Address	Width
<u>Spring to Dendy</u>				
243-05-03-005	JAMES & PEGGY RAINEY	11 Dendy Street	Same	5'
243-05-03-004	Sue H. Trotter	13 Dendy Street	Same	5'
243-05-03-016	Brenda D. Lyles	16 Spring Street	Same	5'
243-05-03-017	Harrison Oliver	20 Spring Street	Same	5'
<u>Spring to Depot</u>				
243-05-04-004	Sara W. Drennon	23 Spring Street	25 Atherton Circle SW Hunstville, AL 35824	
243-05-04-003	James L. Jeanes	25 Spring Street	Same	
<u>Welborn to Dendy</u>				
243-05-02-016	Regie D. Owens	15 Welborn Street	Same	
243-05-02-013	Violette McAlister	18 Dendy Street	230 Breazeale Drive Williamston, SC 29697	5'
243-05-02-018	Courtney M. Thompson	18A Dendy Street	Same	
243-05-02-014	Donald Lee Jr. & Debra J. Todd	20 Dendy Street	Same	5'
<u>Main to Drake</u>				
243-04-10-019	Aubrey P. & Diane B. Smith	18 Drake Street	43 Main Street West Pelzer, SC 29669	5'
243-04-10-008	Diane Bell Smith	45 Main Street	43 Main Street West Pelzer, SC 29669	5'
243-04-10-009	Diane B. Major	43 Main Street	43 Main Street West Pelzer, SC 29669	5'
<u>Bollinger to Chapman Park</u>				
243-04-13-010	Town of West Pelzer	36 Main Street		
243-04-13-011	SBM Properties, LLC	38 Main Street	350 Hattie Road Easley, SC 29640	10'
243-04-13-012	SBM Properties, LLC	38 Main Street	350 Hattie Road Easley, SC 29640	10'
<u>Chapman Park to Park</u>				
243-04-13-013	Town of West Pelzer	Bollinger Street		
243-05-13-004	Town of West Pelzer	3 Hindman Street		
243-04-13-001	William E. Jeanes & Roger D. Scott, Sr. (Donald Simmons)	17 Park Street	243 Hwy 20 Pelzer, SC 29669	5'
243-04-13-003	Frances Pack Young Life Est (Shelia Hiles)	5 Hindman Street	112 Lake Road Easley, SC 29642	5'
243-04-13-002	Joni Lee Riddle	13 Park Street	Same	5'
<u>Park to Evans</u>				
243-04-14-009	Carolyn G. Hinson	7 Hindman Street	Same	
243-04-14-008	Robert A. Liner, Jr.	9 Hindman Street	Same	
243-04-14-007	Larry T. Rachels	11 Hindman Street	214 Sagewood Road Greenwood, SC 29646	
243-04-14-022	Daniel B. & Paula J. Payton	PT 5 BLK E off Hindman	18 Park Street West Pelzer, SC 29669	
243-04-15-005	Joe R. & Tammy E. Turner	LT 1F + 6E Hindman Street	17 Hindman Street West Pelzer, SC 29669	
243-04-14-010	Daniel B. & Paula J. Payton	18 Park Street	Same	10'
243-04-14-003	Paula H. & Daniel B. Payton	LT 8 SEC E Evans Street	18 Park Street West Pelzer, SC 29669	10'
243-04-14-004	Paula H. & Daniel B. Payton	PT LT 8 SEC E Evans Street	18 Park Street West Pelzer, SC 29669	10'

<u>Stewart Street</u>					
243-06-01-008	YES	Mary Jo Dillard Posey	6 West Stewart Street	106 West Stewart Street West Pelzer, SC 29669	10'
243-06-01-009	YES	Jerry M. Emery	8 West Stewart Street	108 West Stewart Street West Pelzer, SC 29669	10'

ORDINANCE NO. 2020-0105-1

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF WEST PELZER, SOUTH CAROLINA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE TOWN COUNCIL:

Section 1. The Code entitled "Code of Ordinances of the Town of West Pelzer, South Carolina," published by Municipal Code Corporation, consisting of chapters 1 through 62, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before November 1, 2005, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine by not exceeding \$500.00, or imprisonment not exceeding 30 days, or both. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the town may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the town to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. This ordinance shall be effective after second reading of Town Council.

DONE AND RATIFIED IN COUNCIL, DULY ASSEMBLED THIS 3 DAY OF SEPTEMBER 2019.

Blake Sanders, Mayor

Jim Riddle, Council

Pat Alexander, Council

Johnny Rogers, Council

Vicki Farmer, Council

Paula Payton, Town Clerk

RESOLUTION NO. 2021-0105

RESOLUTION BY THE TOWNS OF PELZER, WEST PELZER, AND WILLIAMSTON, SOUTH CAROLINA SUPPORTING A SHARED-USE PATH ON DEPOT ROAD FROM HIGHWAY 8/HIGHWAY 20 TO PALMETTO ROAD

WHEREAS, the Towns of Pelzer, West Pelzer, and Williamston (Towns) have strategic master plans that reinforce connectivity within, and outside of, their respective communities; and

WHEREAS, the Towns have supported in previous master plans, including the latest update to the Greenville Pickens Area Transportation Study Long Range Transportation Plan, the addition of a sidewalk along the northern edge of Depot Road; and

WHEREAS, the Towns have witnessed an increase in pedestrian and bicycle use along Depot Road and have discussed improvements with the South Carolina Department of Transportation; and

WHEREAS, the Towns desire to engage public and private entities to focus on improving multi-use connectivity along Depot Road, providing access to all three Towns, Palmetto Middle and Palmetto High School, and various commercial businesses; and

WHEREAS, the Towns are hopeful that, in partnership, Anderson County and the South Carolina Department of Transportation will be fruitful in their pursuit of grant funding to assist in the construction of this multi-use facility.

NOW THEREFORE, BE IT RESOLVED, that the Towns of Pelzer, West Pelzer, and Williamston hereby express support for a shared-use path/sidewalk on Depot Road and commits to work cooperatively with other partners to ensure the completion of this project in a timely fashion.

Resolution declared and adopted on January 5, 2021.

Mayor Will Ragland – Town of Pelzer

Mayor Blake Sanders – Town of West Pelzer

Mayor Rockey Burgess – Town of Williamston

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Charter Communications

1511 S Batesville Rd

Greer, SC 29650

Attn: Area Vice President, Field Operations

GRANT OF EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into as of _____, 2020, by and between the TOWN OF WEST PELZER ("Grantor"), and SPECTRUM SOUTHEAST, LLC ("Operator").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. GRANT OF EASEMENT. For valuable consideration in the amount of ONE THOUSAND DOLLARS (\$1,000.00), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Operator, its successors and assigns, an irrevocable easement to the Property or portion thereof (as defined in Section 2) for the installation, maintenance, operation, improvement, removal and repair of cable television system and other communications facilities, including, without limitation, lines, cables, amplifiers, nodes, utility cabinets, and other electronic equipment, towers and poles (the "Facilities"). Grantor hereby agrees that the Facilities shall remain the property of Operator, and are removable at Operator's option. If Operator removes its Facilities from this Property, then within thirty days of such removal, this easement shall be terminated. The easement shall include the right of ingress and egress to the Property for the purpose of installation, maintenance, operation, improvement, removal and repair of the Facilities during normal working hours or any other time, day or night, in the event of an emergency situation which, in Operator's reasonable determination, affects the normal operation of the cable system. Grantor warrants that he has title to the Property and that Operator shall have peaceable enjoyment of such easement. Operator will not remove underground cables or underground lines during the term of the Easement Agreement or at the expiration of the Easement Agreement.

2. PROPERTY. Grantor's property (the "Property") is situated in the Town of West Pelzer, County of Anderson, State of South Carolina (the "Community"), with a street address of 20 Holiday Street. A legal description of the Property in which the easement has been granted is set forth on Exhibit A, which is attached hereto and by reference made a part hereof.

3. REPAIR. Operator shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the Facilities in the easement.

4. ASSIGNMENT. Operator may assign this Easement Agreement to any entity or individual that is a successor to Operator as a cable communications franchisee in the Community. No consent to such assignment is required from Grantor.

5. **TERM.** This Easement Agreement shall remain in full force and effect for so long as Operator (or its successors-in-interest) holds a cable communications franchise or other right to provide communications services in the Community. In the event of a dispute as to the termination date of a franchise, this Easement Agreement shall remain in force until such dispute is finally resolved. The grant of this easement is not conditioned upon the provision of cable communications service to the Property. Non-use or a limited use of this easement shall not prevent Operator from later making full use of the easement. This Easement Agreement may be terminated and abandoned by Operator upon the giving of sixty (60) days prior written notice to Grantor and after a reasonable opportunity is provided to remove the Facilities excluding the underground cables or underground lines from the Property. Upon such termination and removal, Operator shall record such documents as are necessary to abandon the easement.

6. **NON-INTERFERENCE.** Grantor, for himself, his heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities. Operator, for itself, its heirs, successors and assigns, covenants that the Property shall not be used in any manner that would damage the adjacent property owned by the Grantor or which would, to the best of Operator's knowledge after reasonable investigation, interfere with the use, maintenance or operation of the adjacent Water Tower, the antennas on the Water Tower and the fencing surrounding the Water Tower. Operator further agrees that it shall use commercially reasonable efforts to promptly eliminate any such interference caused by Operator to the use, maintenance or operation of the Water Tower, the antennas on the Water Tower and the fencing surrounding the Water Tower upon written notice from Grantor.

7. **BINDING.** The provisions and covenants contained in this easement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. **RECORDATION.** Upon completion of the installation of the Facilities on the Property, Operator shall record this Easement Agreement in the real property records of the county or other local government where the Property is located.

9. **NOTICE.** All notices to be given by one party to this Easement Agreement to the other party hereto shall be in writing, by certified mail to the following addresses:

(i) If to Grantor:

Town of West Pelzer
30 Main St
West Pelzer, SC 29669

(ii) If to Operator:

Charter Communications
1511 S Batesville Rd
Greer, SC 29650
Attn: Area Vice President, Field Operations

With a copy to: Charter Communications

12405 Powerscourt Drive
St. Louis, Missouri 63131
Attn: Legal Operations

10. FURTHER DOCUMENTS. Grantor will execute any and all further documents which Operator reasonably requests to assure that Operator has the rights granted in this easement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

GRANTOR:
TOWN OF WEST PELZER

OPERATOR:
SPECTRUM SOUTHEAST, LLC
By: Charter Communications, Inc., Its Manager

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Jessica Geremia
Title: Area Vice President, Field Operations
Date: _____

ACKNOWLEDGEMENT OF GRANTOR

State of South Carolina

County of _____

The foregoing instrument was acknowledged before me this _____ (date) by
_____ (name of officer or agent, title of officer or agent) of
_____ (name of corporation acknowledging) a
_____ (state or place of incorporation) corporation, on behalf of the
corporation.

Notary Public

Print Name: _____

My commission expires: _____

ACKNOWLEDGEMENT OF OPERATOR

State of South Carolina

County of _____

The foregoing instrument was acknowledged before me this _____ (date) by JESSICA
GEREMIA, AREA VICE PRESIDENT, FIELD OPERATIONS of **SPECTRUM SOUTHEAST, LLC**, a Delaware
limited liability company, on behalf of the company.

Notary Public

Print Name: _____

My commission expires: _____

EXHIBIT A

Attached to and Forming a Part of
Easement Agreement
between

TOWN OF WEST PELZER, as Grantor
and
SPECTRUM SOUTHEAST, LLC, as Operator

Legal Description

All that certain piece, parcel or lot of land situate in the Town of West Pelzer, in Williamston Township, Anderson County, South Carolina, lying on the Southeastern side of Holliday Street and fronting thereon Thirty (30) feet, containing Thirteen one-hundredths (0.13) acres, more or less, and being fully shown on a plat of the same made by Davis & Floyd, Inc., Engineers, dated April 25, 1961, of record in the Office of the Clerk of Court for the County of Anderson, in Plat Book 51, at Page 216, and, as shown thereon, being more fully described as follows: BEGINNING at the Southeasternmost corner of lot herein conveyed and running North 32 degrees 15 minutes East Thirty (30) feet to corner, thence North 30 degrees 15 minutes East Thirty and Thirty-six one-hundredths (30.36) feet

to corner, thence North 31 degrees 15 minutes East Two (2.0) feet to iron pin, thence North 31 degrees 15 minutes East Twenty (20) feet to corner, thence South 31 degrees 15 minutes East Twenty (20) feet to corner, thence North 50 degrees 15 minutes East Twenty (20) feet to corner, thence North 31 degrees 15 minutes East Twenty (20) feet to corner, thence North 50 degrees 15 minutes East Twenty (20) feet to beginning corner; and being the same piece, parcel or lot of land conveyed with S. Higginson by Floyd E. Holliday, by deed of record in the Office of the Clerk of Court for the County of Anderson, in Plat Book 51, at Page 216.

New Easement Description

Easement shall be a 15' (fifteen foot) by 20' (twenty foot) fenced area adjoining the North East corner of the existing fence surrounding the water tower. Also, a 3' (three foot) by 65' (sixty five foot) area extending from the new fenced area to the existing Holiday St ROW for utility entrance to the new fenced area.

Site Detail



