

CENTURY 21

Hawkins & Kolb

**3210 Broad Street
Sumter, SC 29150**

Site: 11.419 acres at a signalized intersection, part of tax map #186-00-04-001 and shown as Lot 2 on attached plat.

Zoning: General Commercial

Utilities: City water, City Sewer, Natural Gas

Traffic Count: Broad St – 27,300
Carter Rd - 4,300

Site Improvements (Included in Price): Storm Water System and master retention pond, full access Carter Rd shared drive, right in right out on Broad St., a full access shared drive with Behavioral Health facility on Broad St. City sewer has been extended to serve site.

Price: \$2,950,000

Contact: Mack Kolb
(803) 773-1477 Office
(803) 491-5409 Cell
mkolb@c21hawkinskolb.com





Century 21 Hawkins and Kolb
688 Bultman Drive, Sumter, SC
803-773-1477



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Hunter's Crossing

Gerber Body Shop

AI South Credit Union
Ashley Furniture

Fire Equipment Services

Dollar General

Williamsburg Subdivision

Circle K 3210 Broad St

Midlands Behavioral Health

Raceway

Crowndale Subdivision

Shops at Retreat at Summer

Retreat at Summer

Palisades at Carter's Mill

Bassett Park Apartments

Carolina Palms

Companion at Carter Mill

The Arbors

Park Place

Crowndale Dr

William Dr

Old York Rd

Urban Dr

Broad St

Terry Rd

Lowerlake Dr

Stillwater

Wateroak Ln

Wateroak Ln

Terry Rd

Wargora Dr

2000 ft

467

467

Google Earth

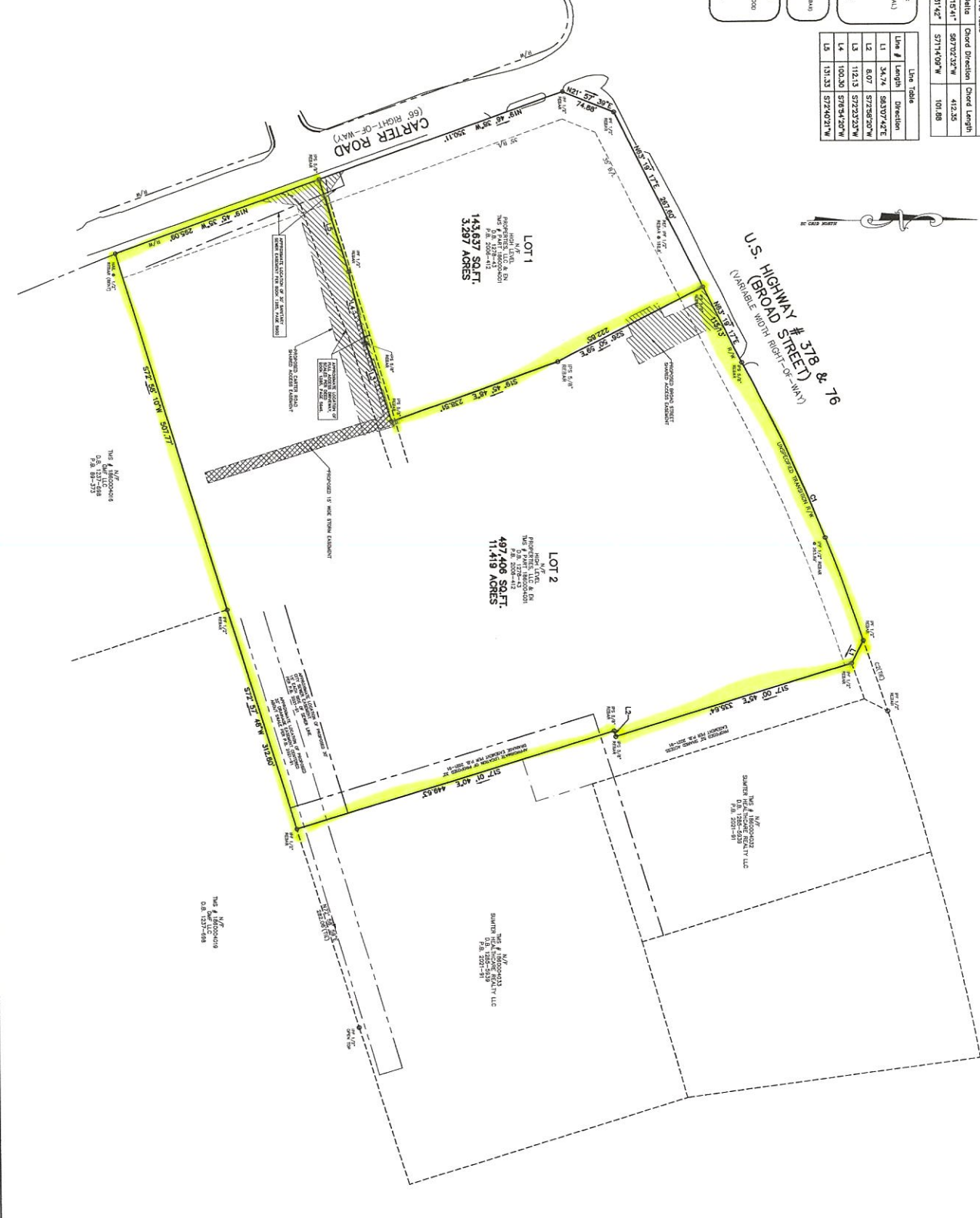
Image © 2024 Airbus

Curve #	Length	Radius	Chord	Chord Direction	Chord Length
C1	412.80	2306.51	10715.41'	S87°02'32"W	412.35
C2(C1E)	101.89	3818.72	131'x42"	S71°4'09"W	101.88

Zone	Length	Direction
L1	34.74	S83°07'42"E
L2	8.07	S72°08'20"W
L3	112.13	S72°23'23"W
L4	100.20	S78°14'20"W
L5	131.33	S72°40'21"W

LEGEND
 0' = 1" = 100'
 0' = 1" = 100'
 0' = 1" = 100'

FLOOD INFORMATION
 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
 FLOOD INFORMATION:
 FIRM NO. 1505000001
 EFFECTIVE DATE: 7-27-2003



U.S. HIGHWAY # 378 & 76
 (VARIES WITH RIGHT-OF-WAY)

CARTER ROAD
 (66' RIGHT-OF-WAY)

LOT 1
 14,937 SQ. FT.
 3.287 ACRES

LOT 2
 497,838 SQ. FT.
 11,419 ACRES

FREELAND & ASSOCIATES, INC.
 SURVEYORS • ENGINEERS

TEL: (843) 271-0294 FAX: (843) 233-0315
 1000 GREENWILDE, S.C. 29009

DATE OF SURVEY: 2-16-2023
 DATE OF CORRECTION: 10-11-2023
 DRAWING NO.: 23-011-001
 SHEET 1 OF 1

STATE OF SOUTH CAROLINA
CITY OF SUMNER
SUMNER COUNTY

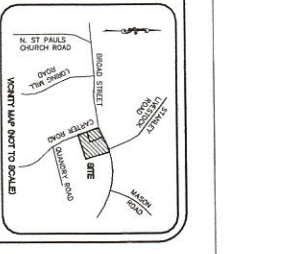
PROPERTY DIVISION
3180 BROAD STREET
PLAN REVIEWED AT THE REQUEST OF MACK KOLA

SITE ADDRESS:
 SUMNER, SC 29151

BASIS OF BEARINGS
 PER RIK GPS OBSERVATION OF SC85 MONUMENTS "SHA W AZ MK & 281"

SURVEYOR'S NOTES

- 1) ALL BEARINGS AND DISTANCES WERE OBTAINED FROM THE GPS OBSERVATION OF SC85 MONUMENTS "SHA W AZ MK & 281".
- 2) THE MONUMENTS WERE OBSERVED AND MEASURED BY THE SURVEYOR AND WERE FOUND TO BE IN ACCORDANCE WITH THE SURVEY RECORDS.
- 3) THE MONUMENTS WERE OBSERVED AND MEASURED BY THE SURVEYOR AND WERE FOUND TO BE IN ACCORDANCE WITH THE SURVEY RECORDS.
- 4) THE MONUMENTS WERE OBSERVED AND MEASURED BY THE SURVEYOR AND WERE FOUND TO BE IN ACCORDANCE WITH THE SURVEY RECORDS.
- 5) THE MONUMENTS WERE OBSERVED AND MEASURED BY THE SURVEYOR AND WERE FOUND TO BE IN ACCORDANCE WITH THE SURVEY RECORDS.



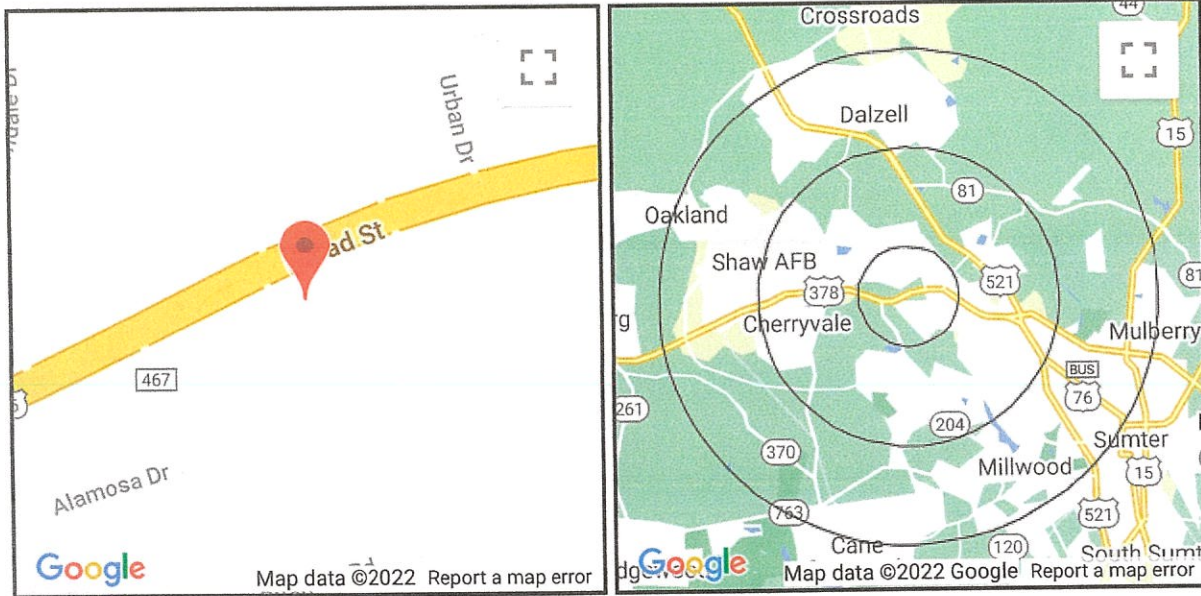


EASI Demographics on Demand Updated Site Selection Reports & Analysis Executive Summary

Address: 3210 Broad St Sumter, SC

Latitude: 33° : 57' : 47"

Longitude: -80° : 25' : 08"



Description	1 Miles	3 Miles	5 Miles
POPULATION BY YEAR			
Population (4/1/1990)	1,507	24,043	50,300
Population (4/1/2000)	1,148	20,527	46,089
Population (4/1/2010)	2,323	20,836	47,845
Population (1/1/2021)	2,329	20,847	47,529
Population (1/1/2026)	2,329	20,842	47,516
Percent Growth (2021/2010)	0.26	0.05	-0.66
Percent Forecast (2026/2021)	0.00	-0.02	-0.03

Description	1 Miles	3 Miles	5 Miles
HOUSEHOLDS BY YEAR			
Households (4/1/1990)	558	6,336	15,511
Households (4/1/2000)	453	7,195	16,929
Households (4/1/2010)	1,186	7,912	18,426
Households (1/1/2021)	1,207	8,051	18,605
Households (1/1/2026)	1,215	8,104	18,725
Percent Growth (2021/2010)	1.77	1.76	0.97
Percent Forecast (2026/2021)	0.66	0.66	0.64

GENERAL POPULATION CHARACTERISTICS

Description	1 Miles	3 Miles	5 Miles
Median Age	38.4	34.2	35.7
Male	1,060	10,078	22,646
Female	1,269	10,769	24,883
Density	499.4	417.8	434.3
Urban	2,240	17,911	43,237
Rural	89	2,936	4,292

GENERAL HOUSEHOLD CHARACTERISTICS

Executive Summary

Households (1/1/2021)	1,207	8,051	18,605
Families	553	5,459	12,463
Non-Family Households	654	2,592	6,142
Average Size of Household	1.91	2.50	2.47
Median Age of Householder	52.7	49.4	51.9
Median Value Owner Occupied (\$)	228,313	140,109	125,335
Median Rent (\$)	872	641	587
Median Vehicles Per Household	2.1	2.3	2.2
GENERAL HOUSING CHARACTERISTICS			
Housing, Units	1,463	9,666	22,662
Housing, Owner Occupied	462	5,007	11,116
Housing, Renter Occupied	745	3,044	7,489
Housing, Vacant	256	1,615	4,057
POPULATION BY RACE			
White Alone	1,356	10,581	23,169
Black Alone	687	8,050	19,999
Asian Alone	141	775	1,348
American Indian and Alaska Native Alone	12	98	172
Other Race Alone	32	520	1,172
Two or More Races	101	823	1,669
POPULATION BY ETHNICITY			
Hispanic	88	1,059	2,162
White Non-Hispanic	1,310	10,173	22,387
GENERAL INCOME CHARACTERISTICS			
Total Household Income (\$)	113,194,741	702,364,498	1,486,467,687
Median Household Income (\$)	70,180	71,594	62,899
Average Household Income (\$)	93,782	87,239	79,896
Per Capita Income (\$)	49,033	34,857	32,056
RETAIL SALES			
Total Retail Sales (including Food Services) (\$)	8,358	284,303	906,042
CONSUMER EXPENDITURES			
Total Annual Expenditures (\$000)	73,558.9	491,834.6	1,088,452.3
EMPLOYMENT BY PLACE OF BUSINESS			
Employees, Total (by Place of Work)	263	8,709	17,951
Establishments, Total (by Place of Work)	51	385	1,017
EASI QUALITY OF LIFE			
EASI Quality of Life Index (US Avg=100)	127	132	132
EASI Total Crime Index (US Avg=100; A=High)	162	96	103
EASI Weather Index (US Avg=100)	161	161	161
BLOCK GROUP COUNT	1	10	29

Footnotes:

© 2021 Easy Analytic Software, Inc. Easy Analytic Software, Inc. (EASI) is the source of all updated estimates. All other data are derived from the US Census and other official government sources. Consumer Expenditure data are derived from the Bureau of Labor Statistics.

All estimates are as of 1/1/2021 unless otherwise stated.

Easy Analytic Software, Inc.
101 Haag Avenue, Bellmawr, NJ 08031

- NOTES**
1. THIS PLAT REPRESENTS PROPERTY LOCATED IN SOUTH CAROLINA, SUMTER COUNTY, PROVIDENCE TOWNSHIP AND IS LOCATED AT THE INTERSECTION OF QUANDRY ROAD AND BROAD STREET.
 2. IT IS EXPRESSLY UNDERSTOOD THAT BLACK RIVER LAND SURVEYING, LLC DOES NOT GUARANTEE THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONCERNS SUCH AS JURISDICTIONAL WETLANDS, UNDERGROUND FEATURES, STRUCTURES OR OTHER HAZARDOUS OR ENVIRONMENTAL CONSIDERATIONS.
 3. ALL EASEMENTS IN THIS SUBDIVISION HAVE EASEMENTS, BUT MANY SUCH AS THOSE HELD BY THE CITY OF SUMTER ARE NOT RECORDED. IT IS THE BUILDER'S/OWNER'S RESPONSIBILITY TO VERIFY THE EXISTENCE, LOCATION AND EXTENT OF ANY UTILITY EASEMENTS IN THIS SUBDIVISION PRIOR TO CONSTRUCTION OF ANY STRUCTURES.
 4. THIS SURVEY WAS PREPARED FOR MACK KOLB FOR PURPOSES OF THIS PLAT ONLY. THIS PLAT IS OWNED BY MACK KOLB AND ALL DATA USED IN PREPARATION OF THIS PLAT IS SOLELY OWNED BY BLACK RIVER LAND SURVEYING, LLC.
 5. THIS SURVEY IS BASED UPON A PLAT BY BLACK RIVER LAND SURVEYING, DATED 08/13/2008.
 6. THIS PROPERTY APPEARS ON FEMA FIRM 45063C STAGE WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2018 AND FALLS INSIDE A ZONE A FLOOD HAZARD OF THE 100 YEAR FLOOD HAZARD BOUNDARY.
 7. THIS SURVEY DOES NOT CONSIDER A TITLE SEARCH AND IS BASED SOLELY ON THE LISTED REFERENCES. NO WARRANTY IS MADE OR GIVEN AS TO THE VALIDITY OF TITLE OR THE EXISTENCE OF OTHER RESTRICTIONS OR EASEMENTS.

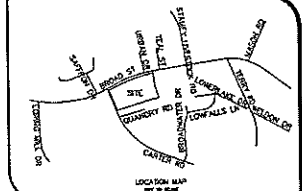
CERTIFICATION:
I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN.

Black River Land Surveying, LLC
Surveying Planning Mapping

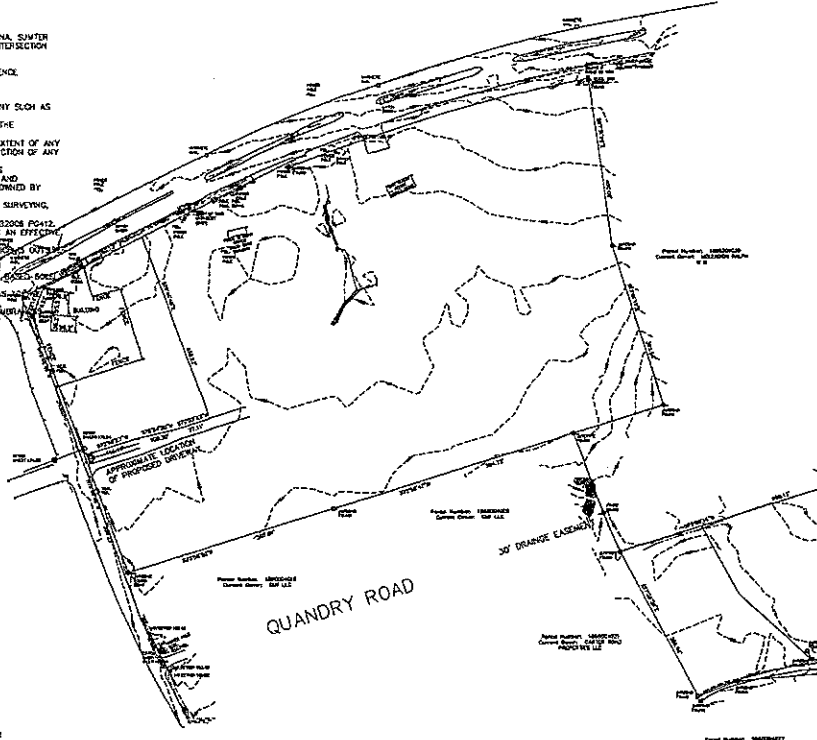
2351 Skyles Open Road
Laytonville, SC 29104
803-451-0051 (office)
803-964-4244



LAND SURVEYOR
CLASS "B" SURVEY
S.C. 1984



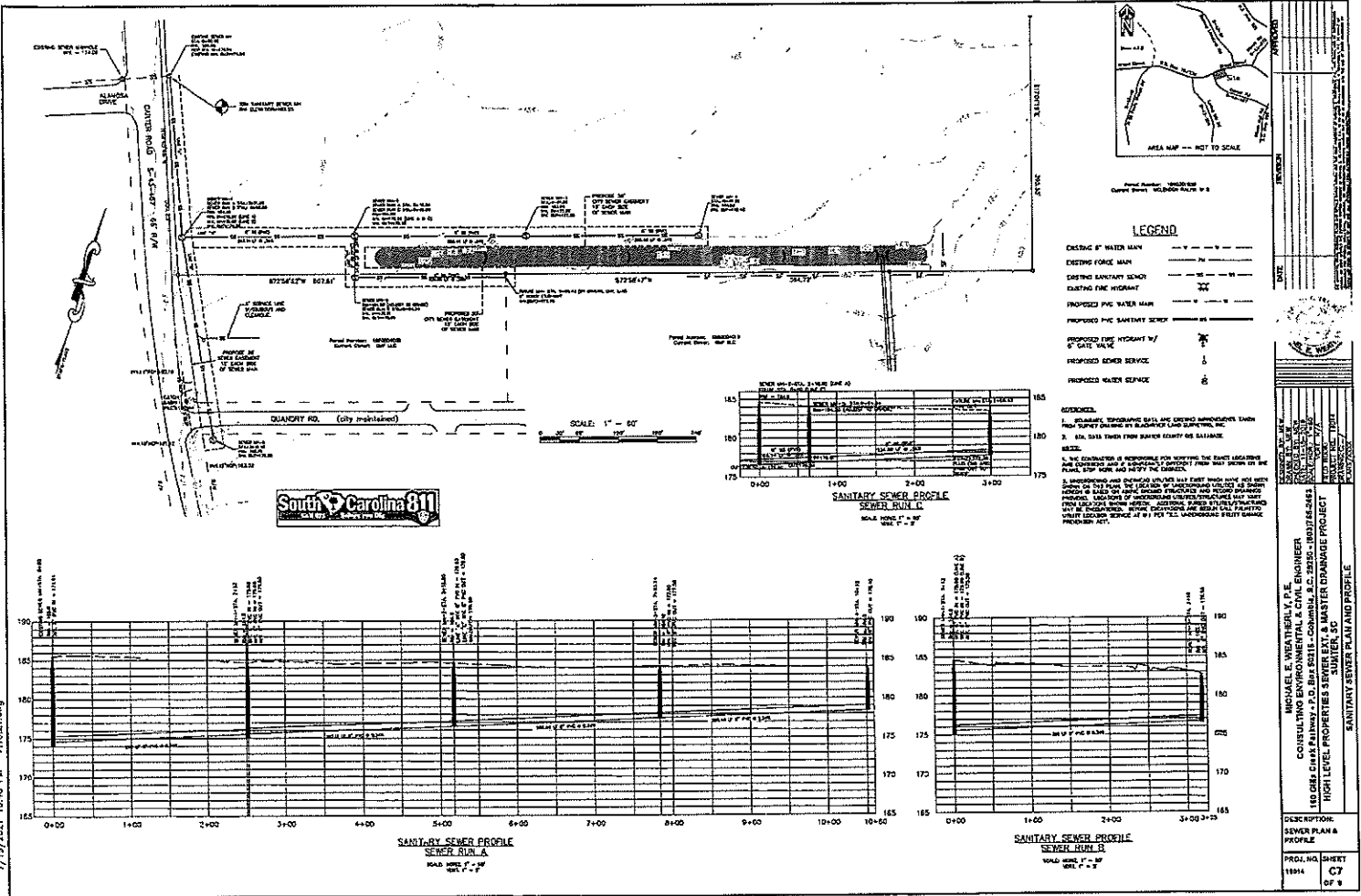
BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM SC STATE PLANE.



PARTIAL TOPOGRAPHICAL SURVEY
3272, 3210, & 3180 BROAD STREET
SITUATED IN PROVIDENCE TOWNSHIP, COUNTY OF SUMTER,
STATE OF SOUTH CAROLINA.
PLAT PREPARED AT THE REQUEST OF MACK KOLB.
INS# 185-00-04-001.

DESCRIPTION:	EXISTING SURVEY
PROJ. NO. SHEET	1814 C2
	OF 3

7/19/2021 10:46 PM AC00-3100 Broad Street - Newcas MFW - 7/19/21.dwg





February 10, 2020

Mack Kolb
High Level Properties LLC
688 Bultman Drive
Sumter, SC 29150

RE: High Level Properties Sewer Extension & Drainage, Sumter County
NPDES Coverage Number: SCR10Z545

Dear Mack Kolb:

The Department of Health and Environmental Control (Department or DHEC) has received approval of and the Notice of Intent for the above-referenced project from **CITY OF SUMTER**. Based on your submission of this documentation and in accordance with the NPDES General Permit for Stormwater Discharges from Construction Activities SCR100000 (CGP), this project has been granted coverage under the CGP on **February 10, 2020**. This project's general permit coverage number is **SCR10Z545**. The total disturbed area for this site is **6.5 acres**.

An as-built survey(s), signed and sealed by a S.C. Licensed Land Surveyor or Professional Engineer, should be submitted to **CITY OF SUMTER** for all detention structure(s) on this site. The survey(s) should show grades, contours, and depths for all structure(s) and should include the elevations and dimensions of all outlet structures, including but not limited to pipes, orifices, risers, weirs, and emergency spillways. A statement signed by the project's S.C. Registered Engineer indicating that the structure(s) was installed and is operating as shown on approved plans and in approved calculations is required. If the elevations or dimensions of the structures listed above do not match those used in the approved plans, provide a certification statement signed by the project's S.C. Registered Engineer indicating that the structure, as built, will function as shown in approved calculations. A new analysis of the structure (routing) may be necessary. The as-built survey and/ or analysis must be accepted by **CITY OF SUMTER** before a Notice of Termination (NOT) can be submitted to the Department.

The CGP can be downloaded at the following website: <http://www.scdhec.gov/Environment/docs/CGP-permit.pdf> or you may request a copy from us via email (stormwatercgp@dhec.sc.gov). You are responsible for ensuring your contractor(s) complies with the approved SWPPP and the minimum requirements of the CGP. Also, you are responsible for overall compliance with the Storm Water Management and Sediment Reduction Act of 1991 (1991 Act), SC Pollution Control Act, and the Federal Clean Water Act (CWA). Failure to comply with the approved SWPPP or applicable statutes and regulations may result in enforcement actions.

You must notify this DHEC EQC Regional Office prior to starting any land-disturbing activity. The address and telephone number of the EQC office are as follows:

Pee Dee EA Sumter
105 N. Magnolia Street
Sumter, SC 29150
803-778-6548

Inspections of this site must be performed by qualified personnel as described in Section 4.2.E of the CGP.

You should be aware that this approval is only applicable for the Stormwater Pollution Prevention Plan (SWPPP) that was submitted for this project. Any additional construction or land disturbing activity beyond the scope of the approved plans is not authorized. Any future work for this project not shown on the stamped, approved plans will require that you submit another site plan for review and approval. All major modifications require review and approval by **CITY OF SUMTER**; the Department must be notified in writing by **CITY OF SUMTER** of the approval of major modifications if the disturbed area changes. Minor modifications to the approved SWPPP may be made by the SWPPP preparer and do not require review and approval by the Department; these changes should be signed and dated by the SWPPP preparer. If you have a question about whether a modification is major or minor, contact the Stormwater Permitting Section at (843) 953-4300.

A copy of the stamped, approved SWPPP (including a copy the CGP, contractor certifications, inspection records, rainfall data, etc), NOI, and CGP coverage letter from DHEC must be retained and available at the construction site (or accessible within 30 minutes during normal business hours) from the date of commencement of construction activities to the date of final stabilization. If an on-site location is unavailable to store the SWPPP when no personnel are present, notice of the plan's location must be posted near the main entrance at the construction site.

All contractors who will conduct land-disturbing activities at the site must complete a Contractor Certification Form. You are also responsible for listing all contractors in the SWPPP and for holding a pre-construction conference with each contractor before they can conduct land-disturbing activity at the site.

The Department may conduct periodic inspections of your site. Any violations found during these inspections may result in enforcement action.

This NPDES coverage should be terminated by the permittee when one of the conditions listed in Section 5.1 of the CGP has been met. You must submit a Notice of Termination (NOT) to cancel your NPDES coverage under the CGP. Please see section 5.1 of the CGP for additional information required to be submitted with the NOT.

You are responsible for obtaining any other federal, state, or local permit that may be required for this project. In particular, any permits through the U.S. Army Corps of Engineers for the placement of fill material in Waters of the United States. Please note we have not sent a copy of this letter to any county or city building official. You must send a copy of this letter to these agencies, if necessary.

If material excavated during construction activities leaves the site, a mine operating permit may be needed. You are responsible for contacting the Mining and Reclamation Section to determine if a mining permit is required for the site. The Mining and Reclamation Section can be reached at (803)898-1362 or via e-mail at AskMines@dhec.sc.gov.

Please see the enclosed "Guide to Board Review" document for information about the procedures for appealing this NPDES coverage.

If you have any questions or cannot access the referenced websites, please call me at 803-898-3973.

Sincerely,

A handwritten signature in blue ink that reads "Eve I Leitzsey". The signature is written in a cursive style with a large initial "E".

Eve I Leitzsey
Stormwater Permitting Section

CC: Michael Weatherly PE, n/a
Pee Dee EA Sumter



January 27, 2020

High Level Properties, LLC
Attn: Mack Kolb
688 Bullman Drive
Sumter, SC 29150

RE: **High Level Properties Sewer Extension and Drainage Project**
Stormwater Permit Number: 01-20-002

Dear Sir:

Upon review, the stormwater plan for the above referenced project, located at 3180 Broad Street, Sumter County tax map parcel 186-00-04-001 has been approved, however, construction may not begin until all necessary permits have been issued from the Sumter City-County Planning Commission, such as a land disturbance permit or a building permit. If you have not received site plan approval for this site from the Sumter Planning Department, please contact their office at 803-774-1660. If any revisions to the site plan are required to meet Planning Department requirements, you are required to submit revised stormwater plans to this office for approval.

A copy of the application form and your check for \$125 has been forwarded to SCDHEC for NPDES coverage. Land disturbing activity cannot begin until coverage under the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities has been issued by SCDHEC. This permit will allow storm water discharges associated with construction activity to waters of the State of S.C. in accordance with provisions of the S.C. Pollution Control Act. Permits from other federal, state or local agencies may be required to comply with NPDES and other applicable laws. Please check with your consultant to ensure that you have all necessary permits for this project.

You should be aware that this approval is only applicable for the plans that were submitted for this project. Any changes or additional construction or grading beyond the scope of these plans is not authorized. Any future work on this project beyond the scope of these plans will require that you submit another site plan for approval. A pre-job meeting is required with this office prior to start of land disturbing activities.

An inspector from our office will conduct site visits while your project is under construction and you will receive site compliance inspection reports that will indicate any areas requiring attention. Also, note that we have sent a copy of this letter to the Sumter City-County Planning Commission.

3 sets of copies of the final plans will be stamped approved and returned to your engineer. One is for your office, one is for your engineer, and the last set is for your contractor. The contractor's set of plans must be available on-site during all phases of construction.

If you have any questions or concerns, please contact me at (803) 436-2644 or email telliott@sumtersc.gov.

Sincerely,

A handwritten signature in blue ink that reads "Teige Elliott". The signature is written in a cursive, flowing style.

Teige Elliott

Stormwater Manager

CC . : Jeff Dewort, *Sumter City-County Planning Commission*
S.C. DHEC - Stormwater, Dams & Agricultural Permitting Section
Michael Weatherly, PE

City of Sumter Stormwater Department, 303 East Liberty St, PO Box 1449 , Sumter, SC 29151

Phone: (803) 436-2644 Fax: (803) 436-2626

RECEIVED

JAN 21 2020



STORMWATER & DRAINAGE PERMITTING DIVISION

NOTICE OF INTENT (NOI)

For Coverage(s) of Primary Permittees Under South Carolina NPDES General Permit For Stormwater Discharges From Construction Activities SCR100000 (Maintain As Part of On-Site SWPPP)

For Official Use Only

File Number:
Permit Number: SCR10 2545
Submittal Package Complete:

Submission of this Notice of Intent constitutes notice that the Applicant identified in Section II intends to be authorized as a Primary Permittee in the state of South Carolina under NPDES General Permit SCR1000000. Fees required for review and NPDES coverage of each application type are as listed on page 2 of the Instructions.

SOUTH CAROLINA DEPT OF HEALTH AND ENVIRONMENTAL CONTROL ENVIRONMENTAL QUALITY CONTROL STORMWATER PERMITTING SECTION APPROVED - FOR CONSTRUCTION ONLY DHEC PERMIT = SCR10 2545 FILE # DATE ISSUED 2-10-2020 BY Eric Wadsworth

Date: 11/15/2019
Project/Site Name: High Level Properties Sewer Extension & Drainage County: Sumter
(Modification or Change of Information Only) Prior Approved NPDES Permit or File Number:

Do you want this project to be considered for the Expedited Review Program (ERP)? Yes or No (See instructions)

I. Notice of Intent (NOI) Application Type(s)

- A. Project (Application/Review) Type(s) (Select ALL that apply):
New Project (Initial Notification) Ongoing Project: Permitted or Un Permitted
Late Notification Low Impact Development (LID) or Project Design Above Regulatory Requirements
New Owner/Operator or Company Name Change (see instructions, attach Form A (transfer of Ownership))
Major Modification: (see instructions, attach Form B (Major Modifications))
MS4 Project Review
Ocean and Coastal Resource Management (OCRM) Review
Change of Information/Other (Specify):

B. If Applicable, identify the entity designated as MS4 Reviewer and MS4 Operator (i.e., Lexington County, City of Greer, etc.): MS4 Reviewer City of Sumter MS4 Operator City of Sumter

II. Primary Permittee Information

Person or Company If a Company, are you a Lending Institution or Government Entity?
Company EIN (if applicable): EIN: 57-1087335

- A. Primary Permittee Name: High Level Properties, LLC
Mailing Address: 688 Bullman Drive City: Sumter State: SC Zip: 29150
Phone: 803-778-1477 Fax: Email Address: mkolb@c21hawkinskolb.com
B. Contact /ODSA Name (if different from above OR if owner is a company): Mack Kolb
Mailing Address: 688 Bullman Drive City: Sumter State: SC Zip: 29150
Phone: 803-778-1477 Fax: Email Address: mkolb@c21hawkinskolb.com
C. Property Owner Name (if different from above): SAME AS ABOVE
Mailing Address: City: State: Zip:
Phone: Fax: Email Address:

III. Comprehensive Stormwater Pollution Prevention Plan (C-SWPPP) Preparer Information Change of Information

- A. C-SWPPP Preparer Name: Michael Weatherl, P.E.
Registered Professional Engineer Landscape Architect Tier B Land Surveyor S. C. Registration #: 10358
S. C. COA #:
C. Company/Firm Name:
Mailing Address: P.O. Box 50215 City: Columbia State: SC Zip: 29250
Phone: 803-765-2463 Fax: Email Address: mewpe1@aol.com

IV. Project/Site Information Change of Information

- A. Type of Construction Activity(ies) (select ALL that apply):
Commercial Industrial Institutional Mass Grading Linear Utility/Infrastructure
Residential: Single family Residential: Multi family Multi use (Commercial & Residential)
Site Preparation (No New Impervious Area) Other (Specify)
B. Site Address/Location (street address, nearest intersection, etc.) 3180 Broad Street Corner of Broad Street and Carter Road
City/Town (if in limits): City of Sumter Zip Code: 29150
Latitude: 33 57 '46 " N Longitude: 80 25 '06 " W (Source): GPS web Site: Google Earth
Tax Map Number (s) (List all): 186-00-04-001 & 186-00 04-027

- C. Is this site located on Indian Land? Yes No
- D. Proposed Start Date: 01/01/2020 Proposed Completion Date: 01/01/2025
- E. Disturbed Area (nearest tenth of an acre): 6.5 Total Area (acres): 29.5
- F. Modification Only: (nearest tenth of an acre): Disturbed Area: Current (Approved) Area: _____
 Disturbed Area Change (Increase Only): _____ Total Disturbed Area (After Change): _____
- G. Is this project part of a Larger Common Plan for Development or Sale (LCP)? Yes No
 LCP/ Overall Development Name: _____ Check here if this is the First Phase.
 Previous State Permit/File Number: _____ Previous NPDES Coverage Number: SCR10
- H. Any Flooding Problems exist downstream of or adjacent to this site? Yes No (If yes, provide detailed description of flooding problems and applicable floodway/flood zone information in the C SWPPP).
- I. Active S.C. DHEC Warning Notice, Notice to Comply or Notice of Violation for this site or LCP? Yes No
- J. List Relevant State and Federal Environmental Permits or Approvals applied for or obtained for this site (e.g. RCRA, USACOE, Nationwide, etc.). If None, list None.
- K. Any Waiver(s)/Variances/Exceptions Requested for this Project? (If yes identify below and include Waiver Request and Justifications in the C-SWPPP for each proposed request).

1. Small Construction Activity Waiver(s) From NPDES permitting (Section 1.4 & Appendix B)? Yes No
 If yes, identify requested waiver: Rainfall Erosivity Waiver TMDL Waiver Equivalent Analysis Waiver
2. Detention Waiver (72-302(B))? Yes No 3 Other (Specify): _____

V. Waterbody Information (Attach additional sheet(s) as needed) Change of information

A. Receiving Waterbody(s) (RWB) Information (List the nearest and next nearest receiving waterbodies to which the sites stormwater discharges will drain. If stormwater discharges drain to multiple waterbodies, list all such waterbodies).

1. Name of Receiving Waterbodies (RWB)	2. Distance to RWB (feet)	3. Classification of RWB
a. Nearest: <u>Mush Swamp</u>	<u>6 500</u>	<u>FW</u>
b. Next Nearest: <u>Green Swamp</u>	<u>3 090</u>	<u>FW</u>
c. Coastal Zone ONLY: <u>Coastal Receiving Water (CRW):</u>		Not Applicable
d. Other Waterbodies: _____		

B. Waters of the U.S. / State Information (Attach additional sheet(s) as needed)

Waters of the U.S./ State	1. On the site?	2. Delineated/ Identified?	3. Impacts?	4. Amount of impacts
a. Jurisdictional wetlands	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	____ Ac
b. Non-jurisdictional wetlands	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	____ Ac
c. Other Water(s): _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	____ Ac ____ Feet
d. Coastal Zone ONLY: <u>Direct Critical Area</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	____ Ac ____ Feet

5. If yes for impacts in B.3, describe each impact and activity and list all permits (e.g. USACOE Nationwide Permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact:

C. S.C. Navigable Waters (SCNW) Information (Section 2.6.5) The Department will address any issues related to State Navigable Waters' Program under SC Regulation 9-450 during the review of the C-SWPPP for activities that will **NOT** require a 404 permit or a 401 certification. (Attach additional sheet(s) as needed).

1. Are S. C. Navigable Waters (SCNW) on the site: Yes No

a. If no, do not complete this question. Proceed to Section D: Impaired Waterbodies.

b. If yes, provide the name of S.C. Navigable Waters (SCNW) on the site: _____

2. If yes for C.1, will construction activities cross over or occur in/under or thru the SCNW? Yes No
 If yes, describe SCNW activities (e.g., road crossing, sub-aqueous utility line, temporary or permanent structures, etc.) and proceed to Section C.3:

3. Identify permits providing coverage of SCNW activities proposed for your site. If NONE, list none.

Permits/Certifications	Permit or Certification No.	Corresponding Covered SCNW Activity(ies)
a. DHEC General/ Other DHEC Permit		
b. USACOE 404 Permit or 401 Certification		
c. SCNW Permit If applied for or issued, identify Date applied for or issued: _____		<input type="checkbox"/> All Activities or <input type="checkbox"/> Some Activities (Describe): _____

d. If a SCNW Permit has **NOT** been applied for provide an additional plan sheet that shows plan and profile views (drawn to scale) of the SCNW and associated activities. Include a description of all proposed activities on this plan.

D. Impaired Waterbodies Information (Attach additional sheet(s) as needed)

1. 303(d) Listed Impaired Waterbodies					
a. Name of Nearest DHEC Water Quality Monitoring Stations (WQMS)(s) that receives stormwater from your construction site and/or thru an MS4 and the Name of the Corresponding Waterbody?		b. Is this WQMS(s) listed on the <u>most current 303(d) List</u> ? If No, proceed to Section 2 of this table. If Yes, complete items c thru f.	c. List the pollutant(s) identified as "CAUSES" of the impairment?	d. Will any pollutants causing the impairment be present in your site's construction stormwater discharges?	e. If yes for d, list the "USE SUPPORT" impairment(s) affected by the pollutant(s) identified in c.
Nearest DHEC WQMS(s)	Corresponding Waterbody				
PD-039	Green Swamp	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DO	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

f. If yes for d above, will use of the BMPs proposed for your project ensure the site's discharges will **NOT** contribute to or cause further WQS violations for the impairment(s) listed in c? Yes No
 (NOTE: If no for f, this site is NOT eligible for coverage under the CGP). See Instructions.

2. TMDL Impaired Waterbodies

a. Name of Nearest DHEC Water Quality Monitoring Stations (WQMS)(s) that receives stormwater from your construction site and/or thru an MS4	b. Has a TMDL been developed for this WQMS(s)? If No, identify as such below and proceed to Section VI. If Yes, complete items c thru f of this table.	c. If yes for b , what pollutants are listed as "CAUSES" or causing the impairment?	d. If yes for b has the standard been "ATTAINED" or "Fully Supported" for the impairment(s)?	e. If no for d (Not Attained), will any pollutants causing the impairment be present in your site's construction stormwater discharges?
PD-039	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

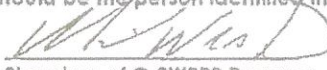
f. If yes for e above, are your discharges consistent with the assumptions and requirements of the TMDL(s)? Yes No
 (NOTE: If no for f, this site is NOT eligible for coverage under the CGP). See Instructions.

VI. **Signatures and Certifications** DO NOT SIGN IN BLACK INK! Read the Certifications below (in entirety). Provide date, printed name, and signatures below. If you are a New Owner/Operator, as Primary Permittee you must also sign and date the applicable Comprehensive SWPPP Acceptance & Compliance Agreement below.

C-SWPPP PREPARER: "One copy of the C-SWPPP, all specifications and supporting calculations, forms, and reports are herewith submitted and made a part of this application. I have placed my signature and seal on the design documents submitted signifying that I accept responsibility for the design of the system. Further, I certify to the best of my knowledge and belief that the design is consistent with the requirements of Title 48, Chapter 14 of the Code of Laws of SC, 1976 as amended, pursuant to Regulation 72-300 et seq. (if applicable), and in accordance with the terms and conditions of SCR100000." (This should be the person identified in Section III).

Michael Weatherly

Printed Name of C-SWPPP Preparer


Signature of C-SWPPP Preparer

10358

S. C. Registration #

PRIMARY PERMITTEE: "I or I (on behalf of my company and its contractors and agents), as the case may be, certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I understand that DHEC enforcement actions may be taken if the terms and conditions of the C-SWPPP are not met and I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

"I or I (on behalf of my company and its contractors and agents), as the case may be, also hereby certify that all land-disturbing construction and associated activity pertaining to this site shall be accomplished pursuant to and in keeping with the terms and conditions of the approved plans and SCR100000. I also certify that a responsible person will be assigned to the project for day-to-day control. I hereby grant authorization to the to S. C. Department of Health and Environmental Control (DHEC) and/or the local implementing agency the right of access to the site at all times for the purpose of on site inspections during the course of construction and to perform maintenance inspections following the completion of the land-disturbing activity." (See Section 122.22 of S.C. Reg. 61-9 for signatory authority information.) Having understood the above information, I am signing this certification as Primary Permittee to the aforementioned NPDES general permit."

Mack Kohl

Printed Name of Primary Permittee

Signature of Primary Permittee


Title/Position

11/26/19

Date Signed

Wastewater Construction Permit

Bureau of Water



PROJECT NAME: High Level Properties Sewer Extension & Drainage Project	COUNTY: Sumter
LOCATION: 3180 Broad Street. Located at the southeast corner of Broad Street and Carter Road SC	

PERMISSION IS HEREBY GRANTED TO: High Level Properties LLC
688 Bultman Drive
Sumter, SC29150

For the construction of a sanitary sewer system in accordance with the construction plans, specifications, design calculations and the Construction Permit Application signed by Michael Weatherly, M.E. Weatherly Consulting Engineer, Registered Professional Engineer, S.C Registration Number: 10358.

Project Description: Install 1668 LF of 8" PVC gravity sewer and 6 manholes to serve future development on outparcels.

TREATMENT FACILITY: The wastewater will be discharged to the SUMTER POCOTALIGO RIVER PLANT - SC0027707 at a design flow rate of 100 GPD.

STANDARD CONDITION:

NOTE: In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection. This is a permit for construction only and does not constitute DHEC approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the Pee Dee EA Sumter at 803-778-6548. Additional permits may be required prior to construction (e.g., Stormwater).

SPECIAL CONDITIONS:

- Manhole top elevations shall be greater than or equal to the fifty (50) year flood elevation, unless watertight covers are provided.

PERMIT NUMBER:	WW042804
ISSUANCE DATE:	October 19, 2020
EXPIRATION DATES:	Construction must be completed and the Approval to Place in Operation granted prior to October 19, 2023 or this permit will expire.

Douglas B. Kinard, P.E., Director
Drinking Water and Recreational
Waters Protection Division

GBA

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 18th
day of November, 2022, by **THE ENTRUST GROUP INC. FBO GENE C. BELK
ROTH IRA #SC-20101** ("Entrust"), and **HIGH LEVEL PROPERTIES, LLC** ("High Level")
together with each of their successors and assigns, collectively, "Seller") and **CIRCLE K
STORES INC.** (together with each of its successors and assigns, collectively, "Purchaser")

RECITALS

- A. WHEREAS, Seller owns the Property located in Sumter County, South Carolina, shown as "Lot 1" and "Lot 2" on the Survey Plat of Freeland & Associates, Inc., dated February 16, 2021, revised November 10, 2022, recorded in the Office of the Register of Deeds for Sumter County, South Carolina, in PB 2022, at Page, 267 referred to herein as the "Freeland Plat";
- B. WHEREAS, Purchaser intends to purchase and Seller intends to sell to Purchaser Lot 1 which contains 3.297 acres, more or less, described on Exhibit A and referred to herein as the "Circle K Property." Lot 2 which contains 11.419 acres, more or less, described on Exhibit B, will be referred to herein as the "Retained Property"; and,
- C. WHEREAS, Purchaser and Seller desire to impose and grant certain easements and servitudes burdening and benefitting the Circle K Property and the Retained Property, and to establish certain covenants, conditions, and restrictions with respect thereto, for the mutual and reciprocal benefit and complement of the Circle K Property and the Retained Property and the present and future owners and occupants thereof, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parties hereby covenant and agree that the Circle K Property and the Retained Property and all present and future owners and occupants thereof shall be and hereby are subjected to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that same shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the Parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

- 1. Definitions. For purposes hereof:
 - a. The term "Owner" or "Owners" shall mean the present owners and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the respective real property covered hereby, whether by sale,

assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

- b. The term "Tract", "Tracts" and or "Lot" or "Lots" shall mean each separately identified Tract or Lot of real property now constituting a part of the real property subjected to this Agreement and any future subdivisions thereof. The Tracts may also be referred to herein as the "Development".
- c. The term "Permittees" shall mean the tenant(s) or occupant(s) of a Tract, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Tract, and/or (ii) such tenant(s) or occupant(s).

2. Easements. Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant, and agree that the Circle K Property and Retained Property, and all Owners and Permittees of the Circle K Property and Retained Property, shall be benefited and/or burdened by the following nonexclusive, appurtenant, perpetual easements which are hereby imposed upon the Circle K Property and Retained Property and all present and future Owners and Permittees thereof:

- a. A non-exclusive, perpetual, transferrable, appurtenant, easement burdening that portion of the Circle K Property located within the "Proposed Carter Road Shared Access Easement" depicted on the Freeland Plat, for the benefit of the Retained Property, for reasonable access, ingress, and egress for the passage of motor vehicles and pedestrians between the Retained Property and Carter Road.
- b. A non-exclusive, perpetual, transferrable, appurtenant, easement burdening that portion of the Retained Property located within the "Proposed Carter Road Shared Access Easement" depicted on the Freeland Plat, for the benefit of the Circle K Property, for reasonable access, ingress, and egress for the passage of motor vehicles and pedestrians between the Circle K Property and Carter Road.
- c. A non-exclusive, perpetual, transferrable, appurtenant, easement burdening that portion of the Retained Property, designated as "Proposed Broad Street Shared Access Easement" on the Freeland Plat, for the benefit of the Circle K Property, for reasonable access, ingress, and egress for the passage of motor vehicles and pedestrians between the Circle K Property and Broad Street.
- d. A non-exclusive, perpetual, transferrable, appurtenant, easement burdening that portion of the Retained Property designated as "Proposed 15' Wide Storm Easement" on the Freeland Plat, for the benefit of the Circle K Property, for the installation, maintenance, and use of underground stormwater drainage facilities, including underground lines, conduits, pipes and other apparatus for stormwater drainage (the "Drainage Improvements"), together with reasonable ingress and egress with respect to the Drainage Improvements as may be required in order to install, maintain and operate the same, for the discharge and drainage of stormwater runoff generated from the Circle K Property and to tie into and use the existing stormwater conveyance system and drainage easements benefiting the Retained Property and the Circle K Property.

3. **Construction of Improvements; Development Agreement.**
 - a. Purchaser will be solely responsible for the construction of the access drives and related improvements (the "Access Improvements") necessary for the use of the areas designated as the "Proposed Carter Road Shared Access Easement" and "Proposed Broad Street Shared Access Easement" (collectively, the "Shared Access Easement Areas") on the Freeland Plat as entrances to the Circle K Property in connection with Purchaser's anticipated use of the Circle K Property as a convenience store with fuel dispensing capability. Seller hereby grants to Purchaser a temporary, non-exclusive construction easement over the Retained Property for the purpose of constructing and installing the Access Improvements and Drainage Improvements. At such time as the construction and installation of the Access Improvements and Drainage Improvements has been completed, the foregoing temporary construction easement shall terminate.
 - b. The Parties agree that so long as Purchaser is diligently pursuing the construction of its planned improvements and until Purchaser is issued a Certificate of Occupancy, but for no longer than two years from the date of this agreement:
 - (A) Seller agrees that Purchaser may: (i) construct/install all off-site improvements (including, but not limited to, roads, traffic signals, deceleration lanes, drive aprons, drive aisles, and perimeter landscaping and screenwalls (to the extent adjacent to the Circle K Property) necessary for Purchaser to procure grading and building permits for the Circle K Property and obtain its certificate of occupancy; (ii) construct/install shared drive on the Retained Property from Carter Road (the "Proposed Carter Road Shared Access Easement") as well as the Carter Road improvements; (iii) construct/install the shared drive on the Retained Property from Broad Street (the "Proposed Broad Street Shared Access Easement" together with the "Proposed Carter Road Shared Access Easement", the "Access Drives") as well as the Broad Street improvements and the SCDOT turn lane on Hwy 378.
 - (B) The Parties will mutually agree upon a location for Purchaser to place appropriate signage visible, from Carter Road, together with access thereto for construction, and maintenance of the sign.
4. **Maintenance of Access Improvements.** Maintenance of the Access Improvements and the costs and expenses relating thereto shall be the sole responsibility of the Owner of the Circle K Property until the commencement of construction activities by the Owner of the Retained Property in connection with the development of the Retained Property or portion(s) thereof (excepting that the Retained Property may be cleared and other incidental improvements, including Purchaser's construction of the Access Improvements and installation of the Drainage Improvements, shall not be deemed to be development of the Retained Property). Once construction activities have commenced in connection with the development of the Retained Property or portion(s) thereof, the Owner of the Circle K Property will remain

primarily responsible for coordinating maintenance of the Access Improvements but the expenses relating thereto will be shared by the Owners of the Circle K Property and Retained Property, or portions thereof, to which such development is attributable, based upon the square footage of an Owner's Parcel relative to the total square footage of the Retained Property and the Circle K Property contributing to such development, minus the square footage of any area of such Tract within the boundaries of the Shared Access Easement Areas; provided, however, reasonable adjustments in the sharing of expenses will be made for maintenance needs, or the frequency thereof, attributable substantially to usage by an Owner or Owners when compared to the usage by another Owner or Owners. The Owner of the Circle K Property shall have an easement for reasonable ingress and egress across the Retained Property in connection with its maintenance of the Access Improvements.

5. Reasonable Use of Easements.

- a. The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its property, including, without limitation, public access to and from said business, and the receipt or delivery of personal property or correspondence in connection therewith.
- b. No facility on a Tract intended for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for drop-off and/or pickup is intended, shall be designed, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand on any Tract other than the Tract upon which such facility is located or within the Access Drives, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic. In addition, valet parking on a Tract, in which the stopping or standing of motor vehicles at a location for drop off and/or pick up of passengers is intended, shall not be operated in any manner such that motor vehicles shall stop or stand upon the Access Drives so as to interfere with the normal pattern and flow of pedestrian or vehicular traffic.

6. Declaration of Conditions, Covenants and Restrictions.

- a. The Seller does hereby declare that the Retained Property and all present and future owners and occupants thereof shall be and hereby are subject to the following terms, covenants, easements, restrictions and conditions:

No part of the Retained Property will be used for (A) the operation of (i) a convenience store specializing in the sale of items normally associated with a convenience store in the same manner as other typical convenience stores such as, by way of example and not by limitation, 7-Eleven, Sheetz, Stripes,

Loaf 'N Jug, Sunoco, Conoco, Quick Trip, Time Wise and/or AM PM, (ii) a retail fueling facility, or (B) a business which primarily engages in the sale of motor fuels, lottery tickets, tobacco products or a combination thereof;

- b. Improvements located upon the Retained Property, including buildings, fences, signs, barriers, and trees, will be placed/constructed so as to minimize the obstruction of view of the building that will be constructed by Purchaser on the Circle K Property from adjacent streets.
7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any of the Circle K Property and Retained Property. No easements, except those expressly set forth herein shall be implied by this Agreement.
8. Remedies and Enforcement.
- a. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s), in addition to any other remedies, shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
 - b. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of (i) an emergency, or (ii) blockage or material impairment of the easement rights an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof.
 - c. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
 - d. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Tract made in good faith for value, but the easements, covenants,

conditions and restrictions hereof shall be binding upon and effective against any Owner of such Tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

- e. In the event of a violation or threat thereof of any of the provisions of this Agreement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Agreement, the non-defaulting Owner in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof.
9. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Sumter County Register of Deeds and shall, unless otherwise specifically limited, remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of the Circle K Property and the Retained Property or any subdivided portion thereof.
10. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every Owner and/or every other person or entity now or hereafter having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives. In the event of any bankruptcy affecting any Owner or occupant of any Tract, the Parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
11. Grantee's Acceptance. The grantee of any Tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Tract, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

12. **Severability.** Each provision of this Agreement and the application thereof to the Circle K Property and the Retained Property is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the Parties agree to promptly cause such legal description to be prepared
13. **Time of Essence.** Time is of the essence of this Agreement.
14. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance, and enforcement of this Agreement.

WITNESS the Hands and Seals of the Parties this 16 day of November, 2022.

IN THE PRESENCE OF:

Virginia F. [Signature]
Witness #1

[Signature]
Witness #2

High Level Properties, LLC
By: John T. Jones, Jr. and C&M
Enterprises General partnership, its
authorized members


[Signature]
John T. Jones, Jr.

C&M Enterprises General Partnership

By: O. Mack Kolb
O. Mack Kolb, Partner

IN THE PRESENCE OF:

The Entrust Group Inc. FBO Gene C. Belk
Roth Ira #SC-20101



Witness #1 *Timothy Wang*



By: Jia Yan Pan
Its: Authorized Signer

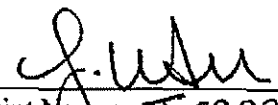


Witness #2 *Qishan Cai*

STATE OF CALIFORNIA)
)
COUNTY OF *Alameda*)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this *17th* day of *November*, 2022 by *Jia Yan Pan* ———, *Authorized signer* of and on behalf of The Entrust Group Inc. FBO Gene C. Belk Roth Ira #SC-20101.



Print Name: *Irena Vann* (LS)
NOTARY PUBLIC FOR CALIFORNIA
My Commission Expires: *Sep. 28, 2025*



IN THE PRESENCE OF:

[Signature]
Witness #1

Circle K Stores Inc.

By: [Signature]
Meredith W. Rice Jr.
Vice President Operations, Coastal
Carolinas



[Signature]
Witness #2

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14th day of November, 2022 by Meredith W. Rice Jr., Vice President Operations, Coastal Carolinas, of and on behalf of CIRCLE K STORES INC.

[Signature] (LS)
Print Name: Robin F. Alford
NOTARY PUBLIC FOR NORTH CAROLINA
My Commission Expires: 4/23/2023

ROBIN F. ALFORD
Notary Public, North Carolina
Johnston County
My Commission Expires
April 23, 2023

EXHIBIT A

(Legal Description of Circle K Property)

All that certain piece, parcel or lot of land situate, lying and being in the County of Sumter, State of South Carolina, containing 3.297 acres, more or less, being shown and delineated as "Lot 1" on that certain plat of James R. Freeland, PLS, dated February 16, 2021, revised November 10, 2022, and recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2022 at Page 267. Pursuant to Section 30-5-250 of the South Carolina Code of Laws (1976, as amended), referenced to said plat is hereby craved for a description of the metes, bounds, courses and distances of the property delineated thereon.

This property was conveyed to High Level Properties, LLC, and Entrust Retirement Services LLC FBO Gene C. Belk Roth IRA #SC-20101 by Donna A. Weldon, by deed dated August 31, 2006, and recorded in the Office of the Register of Deeds in Book 1043 at Page 366 on August 31, 2006 and by quit claim deed dated August 11, 2020, and recorded in the Office of the Register of Deeds for Sumter County in Book 1278 at Page 10 on December 15, 2020. Entrust Retirement Services LLC FBO Gene C. Belk Roth IRA #SC-20101 conveyed its interest to The Entrust Group Inc. FBO Gene C. Belk Roth IRA #SC-20101 by deed dated November 14, 2020, and recorded in the Office of the Register of Deeds for Sumter County in Book 1278 at Page 43 on December 16, 2020.

This property is a portion of the parcel shown on the tax maps for Sumter County as **Tax Parcel # 186-00-04-001**

EXHIBIT B

(Legal Description of Retained Property)

All that certain piece, parcel or lot of land, situate, lying and being in the County of Sumter, State of South Carolina, containing 11.419 acres, more or less, being shown and delineated as "Lot 2" on that certain plat of James R. Freeland, PLS, dated February 16, 2021, revised November 10, 2022, and recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2022 at Page 267. Pursuant to Section 30-5-250 of the South Carolina Code of Laws (1976, as amended), referenced to said plat is hereby craved for a description of the metes, bounds, courses and distances of the property delineated thereon.

This property was conveyed to High Level Properties, LLC, and Entrust Retirement Services LLC FBO Gene C. Belk Roth IRA #SC-20101 by Donna A. Weldon, by deed dated August 31, 2006, and recorded in the Office of the Register of Deeds in Book 1043 at Page 366 on August 31, 2006 and by quit claim deed dated August 11, 2020, and recorded in the Office of the Register of Deeds for Sumter County in Book 1278 at Page 10 on December 15, 2020. Entrust Retirement Services LLC FBO Gene C. Belk Roth IRA #SC-20101 conveyed its interest to The Entrust Group Inc. FBO Gene C. Belk Roth IRA #SC-20101 by deed dated November 14, 2020, and recorded in the Office of the Register of Deeds for Sumter County in Book 1278 at Page 43 on December 16, 2020.

This property is shown on the maps for Sumter County as **Tax Parcel # 186-00-04-001(part)**