



AGENDA
Special Presentation Meeting
Tuesday, December 2, 2025, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATIONS:

a. 2025-050: A Resolution recognizing Daya Ross for winning the 2025 South Carolina Class 4A Girls Cross Country State Championship and for her outstanding athletic accomplishments; and other matters related thereto.

Hon. Jimmy Davis

b. 2025-051: A Resolution celebrating Sargent Metal on the Fiftieth Anniversary of establishing operations in Anderson County; and other matters related thereto.

All Council

c. PROCLAMATION: A Proclamation designating December 2025 as Arbor Day Month in Anderson County.

Hon. Tommy Dunn

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, December 2, 2025, at 6:30 p.m.
Historic Courthouse
101 South Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Glenn Davis

3. APPROVAL OF MINUTES

minutes not received November 18, 2025

Tommy Dunn
Chairman, District Five

Chris N. Sullivan
District One

Greg Elgin
District Three

M. Cindy Wilson
District Seven



Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee Watts
Clerk to Council

Rusty Burns
County Administrator



4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. ORDINANCE THIRD READING:

a. **2025-055:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and Advanced Metalworks, LLC (previously identified by the County as Project Visionary) with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; the execution and delivery of a special source credit agreement by and between Anderson County, South Carolina and Advanced Metalworks, LLC with respect to certain property in the county, whereby such property will be provided certain special source credits; and other matters related thereto. [Project Visionary] (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

b. **2025-056:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park to include certain property owned by Advanced Metalworks, LLC; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING:

a. **2025-057:** An Ordinance to amend the Anderson County Land Development Standards Ordinance to incorporate provisions for minimizing mass grading, preserving natural topography, requiring tree preservation, and establishing development incentives; and other matters related thereto.

Mr. Matt Hogan (allotted 5 minutes)

7. ORDINANCE FIRST READING:

a. **2025-031:** An Ordinance to amend Section 24-1074 of the Code of Ordinances, Anderson County, South Carolina, to prohibit the acceptance of roads in residential subdivisions as County roads; and other matters related thereto. [**TABLED AT THE AUGUST 5, 2025, MEETING**]

Ms. Cindy Wilson (allotted 5 minutes)

b. **2025-061:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park [Project Silver]; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

c. **2025-062:** An Ordinance to amend Article 7 of Chapter 48 of the Code of Ordinances, Anderson County, South Carolina, to remove all special exception permits; and other matters related thereto.

Ms. Cindy Wilson (allotted 5 minutes)

d. **2025-063:** An Ordinance to add Section 24-3 and amend Article 2 of Chapter 48 of the Anderson County Code of Ordinances to require notification to County Council members; and other matters related thereto.

Ms. Cindy Wilson (allotted 5 minutes)



8. RESOLUTIONS:

- a. **2025-053:** A Resolution to state the commitment of Anderson County to enter into a fee in lieu of tax agreement with a company known to the County and identified for the time being as “Project Bento”, to provide the general terms of the fee in lieu of tax agreement; to identify the project for purposes of the fee in lieu of tax simplification act; to state the commitment of Anderson County to place the project’s subject property in a multi-county park; and to provide for other matters related thereto.

Mr. Burris Nelson (allotted 5 minutes)

9. BID APPROVALS/CHANGE ORDERS:

Mr. Rusty Burns

- a. Bid #26-013 Annex Roof Project

10. TRANSFERS

Mr. Brett Sanders

11. ADMINISTRATOR'S REPORT

Mr. Rusty Burns

12. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

13. REMARKS FROM COUNCIL

14. ADJOURNMENT

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event. For assistance, please contact the Clerk to Council at (864) 260-1036.

RESOLUTION #2025-050

A RESOLUTION RECOGNIZING DAYA ROSS FOR WINNING THE 2025 SOUTH CAROLINA CLASS 4A GIRLS CROSS COUNTRY STATE CHAMPIONSHIP AND FOR HER OUTSTANDING ATHLETIC ACCOMPLISHMENTS; AND OTHER MATTERS RELATED THERETO.

Whereas Daya Ross has distinguished herself as an exceptional student-athlete whose work ethic, discipline, and leadership have made her a role model for her teammates and community; and

Whereas during the 2025 season Ms. Ross earned the Region 1-4A championship with a time of 18:03, placed in the top division at the Eye Opener, achieved fourth place in an elite race in Alabama, secured third place in the Wendy’s Invitational elite race in Charlotte, and earned third place in the Coaches Classic elite division; and

Whereas Ms. Ross recorded a personal-record time of 17:47 at the Starlight Invitational, finishing second, and went on to win first place in the 4A Qualifier and the 2025 South Carolina Class 4A State Championship; and

Whereas Ms. Ross has officially signed to run collegiately for Catawba College, a nationally ranked Division II program, where she will continue to represent her school and community with excellence;

Now, therefore be it resolved, in a meeting duly assembled this second day of December 2025, that the Anderson County Council recognizes and congratulates Daya Ross for her exceptional achievements, her championship victory, and the positive example she sets for young athletes throughout Anderson County.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris N. Sullivan
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice Chairman
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

RESOLUTION NO. 2025-051

A RESOLUTION CELEBRATING SARGENT METAL ON THE FIFTIETH ANNIVERSARY OF ESTABLISHING OPERATIONS IN ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Sargent Metal has been a valued member of the Anderson County business community since establishing operations in 1975; and

WHEREAS, the company has demonstrated consistent excellence in metal fabrication, engineering, and manufacturing, earning a strong reputation for innovation, quality, and dependable service; and

WHEREAS, Sargent Metal has contributed significantly to the economic vitality of Anderson County by creating quality jobs, supporting workforce development, and investing in advanced manufacturing technologies; and

WHEREAS, the company's leadership and employees have shown a longstanding commitment to integrity, continuous improvement, and responsible corporate citizenship;

NOW, THEREFORE, BE IT RESOLVED, in a meeting duly assembled this second day of December 2025, that the Anderson County Council hereby recognizes and celebrates Sargent Metal on the occasion of its fiftieth anniversary and expresses sincere appreciation for its contributions to the prosperity and strength of Anderson County.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris N. Sullivan
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice Chairman
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

Arbor Day Proclamation

- Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,* the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,* trees increase local property values, enhance the economic vitality of business area, and beautify our community, and
- Whereas,* trees, whenever they are planted, are a source of joy and spiritual renewal,
- Whereas,* Anderson County values having trees in our community so much, that it has earned and maintained the Tree City USA designation since 2003.

NOW THEREFORE, we the Anderson County Council of Anderson, South Carolina, do hereby proclaim December 2025 as

Arbor Day Month

in the County of Anderson, South Carolina, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, we urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed on the 2nd day of December, 2025

Clerk, Anderson County Council

*Tommy Dunn, Chairman
Anderson County Council*

ORDINANCE NO. 2025-055

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ADVANCED METALWORKS, LLC (PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT VISIONARY) WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ADVANCED METALWORKS, LLC WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE PROVIDED CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29 of the Code of Laws of South Carolina, 1976, as amended (the “*Act*”) and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “*State*”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes (“*FILOT*”) with respect to such investment (“Fee Payments”); (iii) under the Multi-County Park Act, to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the Multi-County Park Act, the County has created previously a multi-county park with Greenville County, South Carolina (the “*Park*”); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, the County is authorized by Section 4-1-175 of the Multi-County Park Act to provide special source credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise, within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976, as amended (“*Infrastructure*”); and

WHEREAS, Advanced Metalworks, LLC, a South Carolina limited liability company, and AEB Properties of Belton, LLC, a South Carolina limited liability company, together with certain related and affiliated entities, previously identified by the County as Project Visionary (collectively, the “*Company*”) does intend to acquire, construct, and install land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$10,507,422 in the County and the expected creation of approximately 69 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the personal property at the Project, and further provide for certain special source credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act, and (b) enter into a Special Source Credit Agreement with the Company (the “*Credit Agreement*”), whereby the County would provide therein for special source credits with respect to the real property at the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of both the Fee Agreement and the Credit Agreement which the County proposes to execute and deliver; and

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement and the Credit Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement and the Credit Agreement were set out

in this Ordinance in their entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and Credit Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement and Credit Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement and Credit Agreement are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of the County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement and Credit Agreement now before this meeting.

Section 3. The County Council agrees to use its best efforts to ensure that the Project is incorporated into and remains in the Park for no less than the terms of the Fee Agreement and Credit Agreement and hereby authorizes and directs the County Council Chairman to execute an amendment to the Park Agreement, with any minor modifications and revisions which shall not be materially adverse to the County and shall be deemed approved by the County Council upon the Chairman's execution of the Park Agreement, and the Clerk to County Council is authorized and directed to attest the same; and the Clerk to County Council is further authorized and directed to deliver the executed Park Agreement to the Company. Revenues generated for the Park from the Project through Fee Payments to be retained by the County ("Net Park Fees") under the Park Agreement shall be distributed within Anderson County in accordance with this subsection, as follows:

- (1) 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;
- (2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and
- (3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an ad valorem property tax in any of the areas comprising the Anderson County portion of the Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and Credit Agreement and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

[Signatures on following page.]

ENACTED in meeting duly assembled this __ day of _____, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

Clerk to County Council

County Administrator

Approved as to Form:

County Attorney

First Reading: November 4, 2025
Second Reading: November 18, 2025
Third Reading: December 2, 2025
Public Hearing: December 2, 2025

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of November 4, 2025, November 18, 2025, and December 2, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2025

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Among

ANDERSON COUNTY, SOUTH CAROLINA,

ADVANCED METALWORKS, LLC,

And

AEB PROPERTIES OF BELTON, LLC

Dated as of December 2, 2025

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**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	Advanced Metalworks, LLC AEB Properties of Belton, LLC	Project Name:	Project Visionary
Projected Investment:	\$10,507,422	Projected Jobs:	69 jobs
Location (street):	See Exhibit A	Tax Map No.:	250-00-02-003
1. FILOT			
Required Investment:	\$9,000,000		
Investment Period:	5 years	Ordinance No./Date:	December 2, 2025
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	473.7 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If Contract Minimum Investment Requirement and Job Creation Requirement are not met by the end of the Investment Period, the FILOT is terminated and the Company must repay the difference between FILOT Payments and <i>ad valorem</i> taxes.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson-Greenville MCIP dated December 1, 2010		
3. SSRC			
Total Amount:	60% SSRCs for Years 1-5; 40% SSRCs for Years 6-10		
No. of Years	10 years		
Yearly Increments:	60% SSRCs for Years 1-5; 40% SSRCs for Years 6-10		
Clawback information:	If Contract Minimum Investment Requirement and Job Creation Requirement are not met by the 4 th year after Special Source Credits are applied, Special Source Credits shall reduce to 40%.		
4. Other information	n/a		

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of December 2, 2025 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, **ADVANCED METALWORKS, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina, and **AEB PROPERTIES OF BELTON, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (collectively, the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of certain metal parts and related products.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on December 2, 2025 (the “*Ordinance*”), the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the

Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein. The Ordinance further authorized the County to enter into a Special Source Credit Agreement with the Company that provides for the provision of additional Special Source Revenue Credits regarding the real property at the Project (the “*Credit Agreement*”). The County and the Company agree that the minimum investment requirement for the Project is Nine Million Dollars (\$9,000,000.00), which amount constitutes the Contract Minimum Investment Requirement under this Fee Agreement and the investment requirement under the Credit Agreement. Accordingly, any qualifying investment made by the Company in connection with the Project shall be applied toward satisfaction of the investment requirements under both agreements, such that an aggregate investment of Nine Million Dollars (\$9,000,000.00) shall fully satisfy the Company’s investment obligations under each.

7. The County and the Company further agree that the minimum job creation requirement for the Project is 69 new, full-time jobs (over and above the Baseline Jobs), which amount constitutes the Job Creation Requirement under this Agreement and the job creation requirement under the Fee Agreement, and accordingly, any qualifying jobs created by the Company in connection with the Project shall be applied toward satisfaction of the job creation requirements under both agreements, such that an aggregate creation of 69 jobs shall fully satisfy the Company’s job creation obligations under each.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred. The Administration Expenses for the review and finalization of this Fee Agreement and all related documents (other than the Credit Agreement) shall be \$4,500.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Advanced Metalworks, LLC and AEB Properties of Belton, LLC, each a South Carolina limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$9,000,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Anderson County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Anderson County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Anderson County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Anderson County Council, the governing body of the County.

“County Treasurer” shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT Payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Advanced Metalworks. LLC, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Job Creation Requirement” shall mean, with respect to the Project, the creation by the Company and any Sponsor Affiliates of at least 69 new, full-time jobs (over and above the Baseline Jobs) within the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“Phase” or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Special Source Credits” shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT Payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT Payments by the Company.

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 473.7 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2025, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the “Original Termination Date”). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company’s expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Special Source Credit shall be payable under this Fee Agreement.

(f) Revenues generated for the Park from the Project through Fee Payments to be retained by the County (“Net Park Fees”) under the Park Agreement shall be distributed within Anderson County as follows:

(1) 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and

(3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an ad valorem property tax in any of the areas comprising the Anderson County portion of the Park in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 69 new, full-time jobs (with benefits) over and above the fifty (50) existing full-time jobs (the “*Baseline Jobs*”) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2025.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT Payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made

by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT Payments.

Step 3: Use a millage rate of 473.7 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to sixty percent (60%) and subsequent to those five years, an additional five (5) consecutive years in an amount equal to forty percent (40%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period) for a period of ten (10) years in total ("Credit Term"), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. Under no circumstances, may the Company receive Special Source Credits on the same property under both this Fee Agreement and the Credit Agreement.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement or the Job Creation Requirement not be met by the end of the fourth (4th) anniversary of the Commencement Date, then the Special Source Credits available to the Company shall be reduced to forty percent (40%) of that portion of FILOT Payments payable by the Company with respect to the Project for the remainder of the Credit Term.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property),

the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

b As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County [(it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT Payments received from or payable by the Company or any Sponsor Affiliates)]; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the term of this Fee Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Fee Agreement from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection

with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County

consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT Payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT Payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the

Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT Payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Advanced Metalworks, LLC
Attn: Cindy Boggs, Financial Controller
685 Monitor Drive
Anderson, South Carolina 29626

With a copy to:

Madison Felder
Parker Poe Adams & Bernstein
110 E Court St Suite 200
Greenville, SC 29601

If to the County:

Anderson County, South Carolina
Attn: County Administrator
PO Box 8002
Anderson, South Carolina 29622

With a copy to:

Anderson County, South Carolina
Attn: County Attorney
PO Box 8002
Anderson, South Carolina 29622

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by electronic means (including, without limitation, via PDF, DocuSign, or other electronic signature platforms) shall be deemed to have the same legal effect as original signatures.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chairman of County Council and to be attested by the County Administrator and the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

Clerk to County Council of
Anderson County, South Carolina

County Administrator

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

ADVANCED METALWORKS, LLC

By: _____

Its: _____

AEB PROPERTIES OF BELTON, LLC

By: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A

Property Description

ALL that certain piece, parcel, or tract of land situate, lying and being in the Town of Belton, County of Anderson, State of South Carolina, containing **38.61 acres**, more or less, and being more particularly shown on a plat made by Farmer and Simpson Engineers, Anderson, South Carolina, dated June 3, 1971, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 76 at Page 496, and having such metes and bounds, courses and distances as reference to said plat will more fully reveal; said plat being incorporated herein and made a part hereof by reference thereto.

ALSO, all that certain piece, parcel, or tract of land situate, lying and being in Belton Township, County of Anderson, State of South Carolina, and being designated as Tract A, containing **15.40 acres**, more or less, on a plat prepared by Farmer and Simpson Engineers, J. A. Farmer, Jr., L. S. Number 2152, dated May 6, 1985, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 93 at Page 380, and having such metes and bounds, courses and distances as reference to said plat will more fully reveal; said plat being incorporated herein and made a part hereof by reference thereto.

ALSO, all that certain piece, parcel, or tract of land situate, lying and being in Belton Township, County of Anderson, State of South Carolina, and being designated as Tract B, containing **0.53 acres**, more or less, on a plat prepared by Farmer and Simpson Engineers, J. A. Farmer, Jr., L. S. Number 2152, dated May 6, 1985, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 93 at Page 380, and having such metes and bounds, courses and distances as reference to said plat will more fully reveal; said plat being incorporated herein and made a part hereof by reference thereto.

DERIVATION: This being the same property conveyed to Hydro Extrusion USA, LLC, by Deeds of Hydro Extrusion North America, LLC f/k/a Sapa Extrusions North America, LLC dated January 1, 2020, recorded August 20, 2020, in Book 14711 at Page 26 and at Page 30 in the Office of the Register of Deeds for Anderson County, South Carolina.

TMS #: 250-00-02-003

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of Advanced Metalworks, LLC, do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of December 2, 2025 between Anderson County, South Carolina, Advanced Metalworks, LLC, and AEB Properties of Belton, LLC (collectively, the “**Company**”) (the “**Agreement**”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Advanced Metalworks, LLC (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2025 between Anderson County, South Carolina, Advanced Metalworks, LLC, and AEB Properties of Belton, LLC (collectively, the "**Company**") (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20____, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

SPECIAL SOURCE CREDIT AGREEMENT

among

ANDERSON COUNTY, SOUTH CAROLINA,

ADVANCED METALWORKS, LLC
a South Carolina limited liability company,

and

AEB PROPERTIES OF BELTON, LLC
a South Carolina limited liability company

Dated as of December 2, 2025

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of December 2, 2025 (the “**Agreement**”), by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “**County**”), **ADVANCED METALWORKS, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina, and **AEB PROPERTIES OF BELTON, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (collectively, the “**Company**”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “**County Council**”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “**Infrastructure Credit Act**”), to provide special source credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “**Infrastructure**”); and

WHEREAS, the Company desires to provide for the acquisition and construction of the Project (as defined below) on the land in the County described in Exhibit A hereto (the “**Land**”); and

WHEREAS, the Company has represented that it intends to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company’s facilities in the County (the “**Project**”), which will result in an expected aggregate investment of at least \$10,507,422 and the expected creation of approximately 69 new, full-time, jobs (with benefits) over and above the fifty (50) existing full-time jobs (the “**Baseline Jobs**”), all by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “**Investment Period**”); and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the “**Park**”) by entering into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended (the “**Park Agreement**”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “**Multi-County Park Act**”), as amended, and have designated the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 12, Chapter 44 thereof (the “**FILOT Act**”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company’s investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on December 2, 2025 (the “**Ordinance**”), following conducting a public hearing on December 2, 2025; and

WHEREAS, the County and the Company agree that the Special Source Revenue Credits that shall be provided for the Project under this Agreement shall only apply to the real property at the Project, including the Land, buildings, and any future improvements thereto (the “**Credit Property**”) and not to the personal property at the Project; and

WHEREAS, the Ordinance further authorized the County to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Company which classifies the personal property at the Project as economic development property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of special source revenue credits for the personal property at the Project (the “**Fee Agreement**”); and

WHEREAS, the County and the Company agree that the minimum investment requirement for the Project is Nine Million Dollars (\$9,000,000.00), which amount constitutes the Contract Minimum Investment Requirement under this Agreement and the investment requirement under the Fee Agreement, and accordingly, any qualifying investment made by the Company in connection with the Project shall be applied toward satisfaction of the investment requirements under both agreements, such that an aggregate investment of Nine Million Dollars (\$9,000,000.00) shall fully satisfy the Company’s investment obligations under each; and

WHEREAS, the County and the Company further agree that the minimum jobs requirement for the Project is 69 new, full-time jobs (over and above the Baseline Jobs), which amount constitutes the Job Creation Requirement under this Agreement and the job creation requirement under the Fee Agreement, and accordingly, any qualifying jobs created by the Company in connection with the Project shall be applied toward satisfaction of the job creation requirements under both agreements, such that an aggregate creation of 69 jobs shall fully satisfy the Company’s job creation obligations under each.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“**Agreement**” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“**Code**” shall mean the Code of Laws of South Carolina 1976, as amended.

“Company” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Contract Minimum Investment Requirement” shall mean the investment by the Company of at least \$9,000,000 in the Project.

“Cost of the Infrastructure” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“Effective Assessment Ratio” shall mean, for *ad valorem* property tax purposes, the ratio determined by dividing the assessed value of property by such property’s fair market value (before application of any property tax exemptions to such fair market value), prior to application of any Special Source Revenue Credits. The County and the Company acknowledge that the expected Effective Assessment Ratio for the Credit Property is six percent (6.0%), but that due to the administration of the Property Value Exemption under current law (or its future repeal, expiration, or replacement), the Effective Assessment Ratio for the Credit Property may rise above six percent (6.0%).

“Fee Payments” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision; provided, for purposes of this Agreement only, that such Fee Payments shall be payable and calculated solely with respect to the Credit Property.

“FILOT Act” shall mean Title 12, Section 44, of the Code.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Investment Period” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Job Creation Requirement” shall mean, with respect to the Project, the creation by the Company of at least 69 new, full-time jobs (over and above the Baseline Jobs) within the Standard Investment Period.

“Land” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” shall mean the ordinance enacted by the County Council on December 2, 2025, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

“Park” shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Property Value Exemption” shall mean that certain property tax exemption for manufacturing property provided under Section 12-37-220(B)(52) of the Code of Laws of South Carolina 1976, as amended, which provides an exemption of forty-two and eight thousand five hundred and seventy one ten-thousandths percent (42.8571%) of the otherwise applicable fair market value of such property.

“Special Source Credits” shall mean the credits to the Fee Payments in respect of the Company’s investment in Cost of the Infrastructure set forth in Section 3.02 hereof provided, for purposes of this Agreement only, that such Special Source Credits shall be provided solely with respect to the Credit Property.

“Target Assessment Ratio” shall mean the Effective Assessment Ratio after application of the Primary Credits under this Agreement. The County and the Company acknowledge that the purpose of the Primary Credits under this Agreement is to ensure the Target Assessment Ratio for the Credit Property remains six percent (6.0%) for the Primary Credits Term regardless of the administration of the Property Value Exemption under current law or its repeal, expiration, or replacement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Special Source Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or

encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Contract Minimum Investment Requirement to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which either Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees, to which it might be put in the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions. Notwithstanding any provision of this Agreement to the contrary, the Company and the County agree that the attorney's fees attributable to the preparation of this Agreement shall be \$4,000.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(e) hereof. The Company, may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential or trade secret matters. The County shall comply with all reasonable written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Special Source Credit shall be payable under this Agreement.

(c) Revenues generated for the Park from the Project through Fee Payments to be retained by the County ("Net Park Fees") under the Park Agreement shall be distributed within Anderson County as follows:

(1) 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and

(3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an ad valorem property tax in any of the areas comprising the Anderson County portion of the Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

(d) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

SPECIAL SOURCE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Special Source Credits.

(a) In order to reimburse the Company for a portion of the Costs of the Infrastructure with respect to the Project, the County shall provide to the Company certain Special Source Credits with respect to the Credit Property under this Agreement, which shall consist of Primary Credits and Secondary Credits (as defined below), both to commence with the annual Fee Payment to be first payable on or before the January 15 immediately following the year in which any portion of the Project is first placed in service. For the avoidance of doubt, the Company and the County intend the Special Source Credits granted pursuant to this Section 3.02 to apply only to the Credit Property at the Project. Under no circumstances, may the Company receive Special Source Credits for the same property pursuant to both this Agreement and the Fee Agreement.

(b) The County and the Company acknowledge that the Company intends to claim, for the Credit Property, the Property Value Exemption. The County and the Company further acknowledge the desired result of the Property Value Exemption upon the Credit Property is an Effective Assessment Ratio of six percent (6.0%). To ensure this desired result, in the event the Property Value Exemption (i) results in an Effective Assessment Ratio higher than six percent (6.0%) or (ii) is repealed, expires, is replaced, or is otherwise modified, the County shall provide to the Company Special Source Credits for a period of thirty (30) consecutive years (the "Primary Credits Term") in an amount up to forty two and one half percent (42.5%) of the otherwise due Fee Payments (the "Primary Credits"). The Primary Credits shall be calculated and applied against the Fee Payments for the Credit Property due under the Park Agreement and shall

result in adjusted payments (the “Primary Payments”). The County shall adjust the Primary Credits as necessary to maintain the Target Assessment Ratio of six percent (6.0%) and make other such adjustments as may be required to give effect to this provision for the entire Primary Credits Term. The County and the Company acknowledge that in any year for which the Effective Assessment Ratio is equal to the Target Ratio of 6%, the value of the Primary Credits will be zero dollars (\$0). The Company shall be responsible for notifying the County that it expects Primary Credits to be necessary pursuant to this Section 3.02(b) for the upcoming property tax year through the delivery of a certification in substantially the form attached hereto as Exhibit B.

(c) The County shall additionally provide to the Company Special Source Credits for a period of five (5) consecutive years in an amount equal to sixty percent (60%) of the Primary Payments, and for the subsequent five (5) consecutive years in an amount equal to forty percent (40%) of the Primary Payments, payable by the Company with respect to the Credit Property at the Project (that is, with respect to investment made by the Company in the Project during the Investment Period) for a period of ten (10) years in total (the “Secondary Credits”). The Secondary Credits shall be calculated and applied to the Primary Payments.

(d) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company hereby waives the right, if any, to receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken. The Company agrees that notwithstanding such waiver, if it receives any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken, the amount of the Special Source Credit that the Company is otherwise eligible to receive shall be reduced by the amount of the abatement *ad valorem* taxes for the portion of the investment in the Project for which a Special Source Credit is taken.

(e) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of this Section 3.02 through the delivery of a certification in substantially the form attached hereto as Exhibit B.

(f) Should the Contract Minimum Investment Requirement or the Job Creation Requirement not be met by the end of the fourth (4th) year following the first year in which any portion of the Project is first placed in service, then the Special Source Credits available to the Company shall be reduced to forty percent (40%) of that portion of Fee Payments payable by the Company with respect to the Project.

(g) THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

(h) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County

of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 7.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Special Source Credits to the Company, or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Special Source Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Special Source Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Special Source Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Special Source Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any

official executing this Agreement shall be liable personally on the Special Source Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County, South Carolina
Attn: County Administrator
PO Box 8002
Anderson, South Carolina 29622

- with a copy to: Anderson County, South Carolina
(which shall not Attn: County Attorney
constitute notice PO Box 8002
to the County) Anderson, South Carolina 29622

- (b) if to the Company: Advanced Metalworks, LLC
Attn: Cindy Boggs, Financial Controller
685 Monitor Drive
Anderson, South Carolina 29626

- with a copy to: Madison Felder
(which shall not Parker Poe Adams & Bernstein
constitute notice 110 E Court St Suite 200
to the Company) Greenville, SC 29601

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument. Signatures delivered by electronic means (including, without limitation, via PDF, DocuSign, or other electronic signature platforms) shall be deemed to have the same legal effect as original signatures.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the ***“Indemnified Parties”***) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Special Source Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company, shall survive any termination of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of Anderson County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Advanced Metalworks, LLC and AEB Properties of Belton, LLC have caused this Agreement to be executed by their respective authorized officers, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

Clerk to County Council of
Anderson County, South Carolina

By: _____
County Administrator

[Signature page 1 to Special Source Credit Agreement]

ADVANCED METALWORKS, LLC

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Credit Agreement]

AEB PROPERTIES OF BELTON, LLC

By: _____
Name: _____
Title: _____

[Signature page 3 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT A

Property Description

ALL that certain piece, parcel, or tract of land situate, lying and being in the Town of Belton, County of Anderson, State of South Carolina, containing **38.61 acres**, more or less, and being more particularly shown on a plat made by Farmer and Simpson Engineers, Anderson, South Carolina, dated June 3, 1971, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 76 at Page 496, and having such metes and bounds, courses and distances as reference to said plat will more fully reveal; said plat being incorporated herein and made a part hereof by reference thereto.

ALSO, all that certain piece, parcel, or tract of land situate, lying and being in Belton Township, County of Anderson, State of South Carolina, and being designated as Tract A, containing **15.40 acres**, more or less, on a plat prepared by Farmer and Simpson Engineers, J. A. Farmer, Jr., L. S. Number 2152, dated May 6, 1985, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 93 at Page 380, and having such metes and bounds, courses and distances as reference to said plat will more fully reveal; said plat being incorporated herein and made a part hereof by reference thereto.

ALSO, all that certain piece, parcel, or tract of land situate, lying and being in Belton Township, County of Anderson, State of South Carolina, and being designated as Tract B, containing **0.53 acres**, more or less, on a plat prepared by Farmer and Simpson Engineers, J. A. Farmer, Jr., L. S. Number 2152, dated May 6, 1985, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 93 at Page 380, and having such metes and bounds, courses and distances as reference to said plat will more fully reveal; said plat being incorporated herein and made a part hereof by reference thereto.

DERIVATION: This being the same property conveyed to Hydro Extrusion USA, LLC, by Deeds of Hydro Extrusion North America, LLC f/k/a Sapa Extrusions North America, LLC dated January 1, 2020, recorded August 20, 2020, in Book 14711 at Page 26 and at Page 30 in the Office of the Register of Deeds for Anderson County, South Carolina.

TMS #: 250-00-02-003

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Advanced Metalworks, do hereby certify in connection with the Special Source Credit Agreement dated as of December 2, 2025 (the "**Agreement**") between Anderson County, South Carolina (the "**County**"), Advanced Metalworks, LLC, and AEB Properties of Belton, LLC (collectively, the "**Company**"), as follows:

As of December 31, 20__, the total amount of Special Source Credits received by the Company is \$_____.

As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company is not less than \$_____.

[As of the date of this Certificate, the Company hereby notifies [] (**only check if applicable**) that the Company expects Primary Credits to be necessary pursuant to Section 3.02(b) of the Agreement for the upcoming property tax year, either (i) because the South Carolina Revenue and Fiscal Affairs Office has projected that the annual reimbursements required by Section 12-37-220(B)(52)(b) will exceed the reimbursement cap imposed by Section 12-37-220(B)(52)(b) thereby resulting in an Effective Assessment Ratio higher than six percent (6.0%) or (ii) Section 12-37-220(B)(52) has been repealed, has expired, has been replaced, or has otherwise been modified in a way that is expected to result in an Effective Assessment Ratio higher than six percent (6.0%).]

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

By: _____

Name: _____

Its: _____

ORDINANCE NO. 2025-056

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY ADVANCED METALWORKS, LLC; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010, by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated December 1, 2010, as amended, with Greenville County (“Agreement”);

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created as a result of the Agreement (“Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County;

WHEREAS, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include parcels in Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is and shall be amended and revised to include property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, at and after adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include the property and Exhibit A as so revised, without further action by either county.

DONE in meeting duly assembled this 2nd day of December, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

Rusty Burns
Anderson County Administrator
Anderson County Council

Tommy Dunn, Chairman

Renee D. Watts
Clerk to Council

First Reading: November 4, 2025
Second Reading: November 18, 2025
Third Reading: December 2, 2025
Public Hearing: December 2, 2025

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

Property Description

EXHIBIT A
Property Description

ALL that certain piece, parcel, or tract of land situate, lying and being in the Town of Belton, County of Anderson, State of South Carolina, containing **38.61 acres**, more or less, and being more particularly shown on a plat made by Farmer and Simpson Engineers, Anderson, South Carolina, dated June 3, 1971, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 76 at Page 496, and having such metes and bounds, courses and distances as reference to said plat will more fully reveal; said plat being incorporated herein and made a part hereof by reference thereto.

ALSO, all that certain piece, parcel, or tract of land situate, lying and being in Belton Township, County of Anderson, State of South Carolina, and being designated as Tract A, containing **15.40 acres**, more or less, on a plat prepared by Farmer and Simpson Engineers, J. A. Farmer, Jr., L. S. Number 2152, dated May 6, 1985, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 93 at Page 380, and having such metes and bounds, courses and distances as reference to said plat will more fully reveal; said plat being incorporated herein and made a part hereof by reference thereto.

ALSO, all that certain piece, parcel, or tract of land situate, lying and being in Belton Township, County of Anderson, State of South Carolina, and being designated as Tract B, containing **0.53 acres**, more or less, on a plat prepared by Farmer and Simpson Engineers, J. A. Farmer, Jr., L. S. Number 2152, dated May 6, 1985, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Book 93 at Page 380, and having such metes and bounds, courses and distances as reference to said plat will more fully reveal; said plat being incorporated herein and made a part hereof by reference thereto.

DERIVATION: This being the same property conveyed to Hydro Extrusion USA, LLC, by Deeds of Hydro Extrusion North America, LLC f/k/a Sapa Extrusions North America, LLC dated January 1, 2020, recorded August 20, 2020, in Book 14711 at Page 26 and at Page 30 in the Office of the Register of Deeds for Anderson County, South Carolina.

TMS #: 250-00-02-003

SOUTH CAROLINA)
)
ANDERSON COUNTY)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of November 4, 2025, November 18, 2025, and December 2, 2025, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Dated: _____, 2025

Clerk, Anderson County Council

ORDINANCE NO. 2025-057

AN ORDINANCE TO AMEND THE ANDERSON COUNTY LAND DEVELOPMENT STANDARDS TO INCORPORATE PROVISIONS FOR MINIMIZING MASS GRADING, PRESERVING NATURAL TOPOGRAPHY, REQUIRING TREE PRESERVATION, AND ESTABLISHING DEVELOPMENT INCENTIVES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is experiencing significant growth, and it is in the public interest to ensure this development protects the environment, minimizes soil erosion, manages stormwater runoff, preserves natural topography, and protects mature trees; and

WHEREAS, mass grading practices and indiscriminate tree removal degrade the natural environment and local aesthetics, and the County wishes to incentivize sustainable land development practices that mitigate these impacts.

NOW, THEREFORE, BE ORDAINED by the Anderson County Council in meeting duly assembled that:

1. The Code of Ordinances, Anderson County, South Carolina is hereby amended by adding an article, to be numbered Article VII of Chapter 24 which article reads as follows:

Article VII- MINIMAL SITE DISTURBANCE AND TREE PRESERVATION

Division 1. Generally

Sec. 24-1201.-Purpose

The purpose is to establish standards that encourage site-sensitive design, minimize land disturbance, protect natural features, reduce reliance on mass grading techniques, mandate the preservation of significant trees, and provide clear incentives for developers who exceed these standards.

Sec. 24-1202.- Definitions.

For the purpose of this ordinance, the following terms shall have the meaning ascribed to them:

Mass Grading: The practice of clearing and grading an entire development site or a substantial portion thereof (e.g., more than twice a building's footprint on a given lot) to create a uniform, flat, or artificially sloped building area, rather than adapting the development to the existing natural contours.

Site Fingerprinting: A construction technique that restricts land disturbance (clearing, grubbing, grading) to the minimal area required for the building

footprint, essential infrastructure (access drives, utilities), and required yard areas, while preserving the maximum amount of native vegetation and topsoil.

Specimen Tree: Any healthy tree of a notable size (e.g., 24 inches Diameter at Breast Height - DBH) or of particular historical, ecological, or aesthetic value as defined by the County Arborist or Planning Director.

Superior Environmental Design (SED) Project: A project that meets specific criteria established in Section 5.4 for advanced land preservation and is eligible for county incentives.

Tree Preservation Plan (TPP): A formal plan prepared by a certified arborist, landscape architect, or other qualified professional detailing which trees will be preserved, how they will be protected during construction (e.g., fencing), and mitigation strategies for unavoidable removal.

Undisturbed Buffer: A designated area where no land alteration, including clearing, grading, or placement of fill, is permitted.

Division 2. General Grading Standards and Prohibitions

All land-disturbing activities shall adhere to the following standards:

Sec. 24-1210.- Conformity to Natural Grade: Development plans must demonstrate a genuine effort to minimize disruption to the natural topography. Building sites, roads, and infrastructure should conform to existing terrain as much as possible to avoid extensive cut and fill operations.

Sec. 24-1211.- Prohibition of Mass Grading for Residential Lots: Mass grading for individual single-family residential lots is hereby prohibited. All development plans for residential subdivisions shall include a note on the plans stating the site will not be mass-graded.

Sec. 24-1212.- Maximum Cut and Fill Limits:

Any proposed cut or fill slope exceeding five (5) feet in vertical depth or height, or a volume exceeding 1,000 cubic yards total for a project under one acre, shall require special review and a conditional use permit.

Cut and fill slopes shall be no steeper than a ratio of two (2) horizontal to one (1) vertical (2H:1V) unless a geotechnical engineer certifies stability and specialized stabilization is used.

Sec 24-1213.- Topsoil Preservation: Topsoil stripped during construction must be stockpiled on-site in designated, protected areas and reapplied to disturbed areas after finish grading to facilitate revegetation.

Division 3.- Tree Preservation Requirements

Sec. 24-1220.- Intent: It is the intent of this ordinance to prevent clear-cutting of land when possible and preserve mature and specimen trees.

Sec. 24-1221.- Tree Preservation Plan (TPP) Requirement: A TPP shall be submitted with preliminary plats for all major subdivisions and commercial developments on lots one acre or greater. The TPP must be approved by the Planning Department before any land disturbance (clearing, grading, grubbing) can commence.

Sec. 24-1222.- Designated Preservation Areas: The TPP shall clearly delineate "Tree Preservation Areas." Protective fencing shall be erected at the dripline of all trees within these areas prior to construction activity, and no grading, storage of materials, or vehicular traffic shall occur within these protected zones.

Sec. 24-1223.- Removal of Specimen Trees: The removal of specimen trees shall be strictly limited and only permitted when demonstrably unavoidable due to health/safety hazards or approved building footprints. Mitigation (replacement plantings) may be required for unavoidable removal as determined by the Planning Director.

Division 4: Plan Submission Requirements and Development Incentives

Sec. 24-1230.- Scope- All development plans must meet the requirements of this section. Projects that significantly exceed the minimum requirements for preserving natural land features are eligible for the incentives outlined in subsection 5.4.

Sec. 24-1231.- Phased Grading Plans: For all developments disturbing more than one acre, a phased grading and construction plan shall be submitted. Each phase must be clearly delineated, stabilized, and approved before the next phase begins.

Sec. 24-1232.- Disturbance Area Calculation: The plan shall clearly indicate the proposed limits of disturbance using "site fingerprinting" techniques. The total disturbed area for each lot shall be identified and limited.

Sec. 24-1233.- Grading Setbacks and Buffers: A minimum ten-foot (10') undisturbed natural buffer shall be maintained from all side and rear property lines, and from all natural drainage features (streams, wetlands, etc.), except for approved utility crossings or access points. These buffers shall be designated as Tree Preservation Areas if they contain significant vegetation.

24-1234.- Incentives for Superior Environmental Design (SED):

(a) Eligibility: A project is eligible for SED incentives if the developer formally commits to and receives approval for:

Preserving at least forty percent (40%) of the site's buildable area as permanent, undisturbed open space/natural buffer (excluding standard required setbacks).

Preserving all specimen trees and a majority of mature trees on the site.

Using on-site Low Impact Development (LID) techniques to manage at least the first inch of stormwater runoff naturally, rather than solely through engineered ponds.

(b) Expedited Review Process: Eligible SED projects shall be placed on an expedited review track by all county departments (Planning, Engineering, Stormwater, etc.). The County commits to reducing the average permit review time for these projects by at least twenty-five percent (25%).

(c) Density Bonus (Residential): Eligible residential SED projects may apply for a density bonus, allowing an increase in the maximum number of dwelling units permitted per acre by up to ten percent (10%), provided that adequate infrastructure capacity exists and the bonus area is used to cluster units, maximizing open space preservation.

(d) Flexible Design Standards: For eligible SED projects, the County may allow modifications to standard development regulations, such as reduced building setbacks (by up to 5 feet) or reduced road width standards (if certified by the County Engineer for safety), provided these modifications further the goal of minimizing overall site disturbance.

Division 5: Enforcement and Penalties

Violations of this ordinance, including failure to adhere to approved TPPs or grading plans, are subject to penalties outlined in the Anderson County Code of Ordinances, including civil penalties, fines for unpermitted tree removal, and orders to stop work. Failure to maintain the standards required for an awarded incentive may result in revocation of permits and required modifications to meet standard ordinance requirements.

2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or

unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ANDERSON COUNTY, SOUTH CAROLINA

ORDINANCE NO. 202X-XX

AN ORDINANCE TO AMEND THE ANDERSON COUNTY LAND DEVELOPMENT STANDARDS ORDINANCE TO INCORPORATE PROVISIONS FOR MINIMIZING MASS GRADING, PRESERVING NATURAL TOPOGRAPHY, REQUIRING TREE PRESERVATION, AND ESTABLISHING DEVELOPMENT INCENTIVES FOR RESIDENTIAL SUBDIVISIONS.

WHEREAS, Anderson County is experiencing significant growth, and it is in the public interest to ensure this development protects the environment, minimizes soil erosion, manages stormwater runoff, preserves natural topography, and protects mature trees; and

WHEREAS, mass grading practices and indiscriminate tree removal degrade the natural environment and local aesthetics, and the County wishes to incentivize sustainable residential land development practices that mitigate these impacts;

NOW, THEREFORE, BE IT ORDAINED by the County Council of Anderson County, South Carolina, that the Anderson County Land Development Standards Ordinance is hereby amended as follows:

Article 1: Title and Purpose

This ordinance shall be known as the "Subdivision Minimal Disturbance and Tree Preservation Ordinance of Anderson County." The purpose is to establish standards that encourage site-sensitive design, minimize land disturbance, protect natural features, reduce reliance on mass grading techniques, mandate the preservation of significant trees, and provide clear incentives for developers who exceed these standards.

Article 2: Definitions

For the purpose of this ordinance, the following terms shall have the meaning ascribed to them:

Mass Grading: The practice of clearing and grading an entire subdivision or a portion greater than twenty (20) acres to create a uniform, flat, or artificially sloped building area, rather than limiting the disturbance and adapting the development to the existing natural contours.

Site Fingerprinting: A construction technique that restricts land disturbance (clearing, grubbing, grading) to the minimal area required for roadways, utilities,

amenities, and stormwater management, while lot development occurs independently with the maximum amount of native vegetation and topsoil being preserved.

Specimen Tree: Any healthy tree of a notable size (e.g., 24 inches Diameter at Breast Height - DBH) or of particular historical, ecological, or aesthetic value as defined by the County Arborist or Planning Director.

Superior Environmental Design (SED) Project: A project that meets specific criteria established in Section 5.4 for advanced land preservation and is eligible for county incentives.

Tree Preservation Plan (TPP): A formal plan prepared by a certified arborist, landscape architect, or other qualified professional detailing which trees will be preserved, how they will be protected during construction (e.g., fencing), and mitigation strategies for unavoidable removal.

Undisturbed Buffer: A designated area where no land alteration, including clearing, grading, soil removal, or placement of fill, is permitted.

Article : General Grading Standards and Prohibitions

All land-disturbing activities shall adhere to the following standards:

3.1. Conformity to Natural Grade: Development plans must demonstrate a genuine effort to minimize disruption to the natural topography. Building sites, roads, and infrastructure should conform to existing terrain as much as possible to avoid extensive cut and fill operations.

3.2. Prohibition of Mass Grading of Residential Lots: Mass grading of individual single-family residential lots is hereby prohibited. All development plans for residential subdivisions shall include a note on the plans stating the site will not be mass-graded.

3.3. Maximum Cut and Fill Limits:

Cut and fill slopes shall be no steeper than a ratio of three (3) horizontal to one (1) vertical (3H:1V) unless the development qualifies as a SED. Slopes may not exceed 2H:1V unless a geotechnical engineer certifies stability and specialized stabilization is used.

3.4. Topsoil Preservation: Topsoil stripped during construction must be stockpiled on-site in designated, protected areas and reapplied to disturbed areas after finish grading to facilitate revegetation.

Article 4: Tree Preservation Requirements

4.1. Intent: It is the intent of this ordinance to prevent clear-cutting of land when possible and preserve mature and specimen trees.

4.2. Tree Preservation Plan (TPP) Requirement: A TPP shall be submitted with preliminary plats for all subdivisions. The TPP must be approved by the Planning Department before any land disturbance (clearing, grading, grubbing) can commence.

4.3. Designated Preservation Areas: The TPP shall clearly delineate "Tree Preservation Areas." Protective fencing shall be erected at the dripline of all trees within these areas prior to construction activity, and no grading, storage of materials, or vehicular traffic shall occur within these protected zones.

4.4. Removal of Specimen Trees: The preservation of specimen trees is highly encouraged. Mitigation (replacement tree plantings) is required for unavoidable removal. Compliance with applicable specimen and replacement tree densities shall be reflected in the TPP.

Article 5: Plan Submission Requirements and Development Incentives

All subdivision plans must meet the requirements of this section. Projects that meet the minimum requirements for preserving natural land features outlined in subsection 5.4 are eligible for the incentives found there.

5.1. Phased Grading Plans: For all subdivisions greater than twenty-five (25) acres, a phased grading and construction plan shall be implemented. Phasing consists of limiting the disturbance to any one area up to fifty percent (50%) of the total size but not more than twenty (20) acres per phase. Each phase must be clearly delineated, permanently stabilized to a density of seventy percent (70%), and approved by the Stormwater Department before the next phase begins.

5.2. Disturbance Area Calculation: The plan shall clearly indicate the proposed limits of disturbance. The total disturbed area for each lot in a subdivision shall be identified and limited.

5.3. Grading Setbacks and Buffers: A minimum ten-foot (10') undisturbed natural buffer shall be maintained from all subdivision side and rear property lines. These buffers shall be designated as Tree Preservation Areas if they contain significant vegetation.

5.4. Superior Environmental Design (SED):

5.4.1 Eligibility: A project is eligible for SED incentives if the developer formally commits to and receives approval for:

Preserving at least forty percent (40%) of the site's area as permanent, undisturbed open space/natural buffer excluding standard required setbacks and stormwater management areas. Floodplains and riparian buffer areas may apply.

Preserving or replanting trees in the developed area (excluding preserved area) at a density of eight (8) specimen trees per acre or sixteen (16) replacement trees per acre with a minimum of one (1) tree per lot. A mix of specimen and replanted trees at the prescribed density may also be implemented.

Using on-site Low Impact Development (LID) techniques to manage at least the first inch of stormwater runoff from at least 50% of the project's disturbed area while incorporating "site fingerprinting" techniques. Acceptable LID practices are Anderson County Standard Specification WQ-03 – WQ-09 and WQ-11 found in Appendix K of the Anderson County Stormwater Design Manual.

5.4.2 Expedited Review Process: Eligible SED projects shall be placed on an expedited review track by all county departments (Planning, Engineering, Stormwater, etc.). The County commits to a maximum permit review time of no more than fifteen (15) business days.

5.4.3 Density Bonus (Residential): Eligible residential SED projects may apply for a density bonus, allowing an increase in the maximum number of dwelling units permitted per acre by up to ten percent (10%), provided that adequate infrastructure capacity exists and the bonus area is used to cluster units, maximizing open space preservation.

5.4.4 Flexible Design Standards: For eligible SED projects, the County may allow modifications to standard development regulations, such as reduced setbacks of ten (10) feet and slopes greater than 3H:1V, provided these modifications further the goal of minimizing overall site disturbance.

Article 6: Enforcement and Penalties

Violations of this ordinance, including failure to adhere to approved TPPs or grading plans, are subject to penalties outlined in the Anderson County Code of Ordinances, including civil penalties, fines for unpermitted tree removal, and orders to stop work. Failure to maintain the standards required for an awarded incentive may result in revocation of permits and required modifications to meet standard ordinance requirements.

Section 7: Severability and Effective Date

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

This ordinance shall become effective immediately upon its final passage and approval by the Anderson County Council.

SO ORDAINED this ____ day of _____, 20.

Anderson County Council Chairman

ATTEST:

Clerk to Anderson County Council

ANDERSON COUNTY, SOUTH CAROLINA

ORDINANCE NO. 202X-XX

AN ORDINANCE TO AMEND THE ANDERSON COUNTY LAND DEVELOPMENT STANDARDS ORDINANCE TO INCORPORATE PROVISIONS FOR MINIMIZING MASS GRADING, PRESERVING NATURAL TOPOGRAPHY, REQUIRING TREE PRESERVATION, AND ESTABLISHING DEVELOPMENT INCENTIVES FOR RESIDENTIAL SUBDIVISIONS.

WHEREAS, Anderson County is experiencing significant growth, and it is in the public interest to ensure this development protects the environment, minimizes soil erosion, manages stormwater runoff, preserves natural topography, and protects mature trees; and

WHEREAS, mass grading practices and indiscriminate tree removal degrade the natural environment and local aesthetics, and the County wishes to incentivize sustainable residential land development practices that mitigate these impacts;

NOW, THEREFORE, BE IT ORDAINED by the County Council of Anderson County, South Carolina, that the Anderson County Land Development Standards Ordinance is hereby amended as follows:

Article 1: Title and Purpose

This ordinance shall be known as the "Subdivision Minimal ~~Site~~-Disturbance and Tree Preservation Ordinance of Anderson County." The purpose is to establish standards that encourage site-sensitive design, minimize land disturbance, protect natural features, reduce reliance on mass grading techniques, mandate the preservation of significant trees, and provide clear incentives for developers who exceed these standards.

Article 2: Definitions

For the purpose of this ordinance, the following terms shall have the meaning ascribed to them:

Mass Grading: The practice of clearing and grading an entire development sitesubdivision or a substantial portion thereof (e.g., more than twice a building's footprint on a given lot) or a portion greater than twenty (20) acres to create a uniform, flat, or artificially sloped building area, rather than limiting the disturbance and adapting the development to the existing natural contours.

Site Fingerprinting: A construction technique that restricts land disturbance (clearing, grubbing, grading) to the minimal area required for ~~the building footprint, roadways, essential infrastructure (access drives, utilities), amenities, and required yard areas~~ storm water management, while lot development occurs independently with preserving the maximum amount of native vegetation and topsoil being preserved.

Commented [JB1]: Come back to this

Specimen Tree: Any healthy tree of a notable size (e.g., 24 inches Diameter at Breast Height · DBH) or of particular historical, ecological, or aesthetic value as defined by the County Arborist or Planning Director.

Superior Environmental Design (SED) Project: A project that meets specific criteria established in Section 5.4 for advanced land preservation and is eligible for county incentives.

Tree Preservation Plan (TPP): A formal plan prepared by a certified arborist, landscape architect, or other qualified professional detailing which trees will be preserved, how they will be protected during construction (e.g., fencing), and mitigation strategies for unavoidable removal.

Undisturbed Buffer: A designated area where no land alteration, including clearing, grading, soil removal, or placement of fill, is permitted.

Article : ~~General Grading Standards and Prohibitions~~

Commented [JB2]: Need to identify who reviews and approves this.

All land-disturbing activities shall adhere to the following standards:

3.1. Conformity to Natural Grade: Development plans must demonstrate a genuine effort to minimize disruption to the natural topography. Building sites, roads, and infrastructure should conform to existing terrain as much as possible to avoid extensive cut and fill operations.

3.2. Prohibition of Mass Grading ~~for-of~~ Residential Lots: Mass grading ~~for-of~~ individual single-family residential lots is hereby prohibited. All development plans for residential subdivisions shall include a note on the plans stating the site will not be mass-graded.

Commented [JB3]: Based on the mass-grading definition provided above this provision is impossible to determine without building footprints being provided.

3.3. Maximum Cut and Fill Limits:

~~Any proposed cut or fill slope exceeding five (5) feet in vertical depth or height, or a volume exceeding 1,000 cubic yards total for a project under one acre, shall require special review and a conditional use permit.~~

Commented [JB4]: Projects under one acre may not receive any oversight from the county except for building permits. How will this be enforced and by who?

Cut and fill slopes shall be no steeper than a ratio of ~~two-three~~ (23) horizontal to one (1) vertical (~~2H3H:1V~~) unless the development qualifies as a SED. Slopes may not exceed 2H:1V unless a geotechnical engineer certifies stability and specialized stabilization is used.

3.4. Topsoil Preservation: Topsoil stripped during construction must be stockpiled on-site in designated, protected areas and reapplied to disturbed areas after finish grading to facilitate revegetation.

Article 4: Tree Preservation Requirements

4.1. Intent: It is the intent of this ordinance to prevent clear-cutting of land when possible and preserve mature and specimen trees.

4.2. Tree Preservation Plan (TPP) Requirement: A TPP shall be submitted with preliminary plats for all major subdivisions, and commercial developments on lots one acre or greater. The TPP must be approved by the Planning Department before any land disturbance (clearing, grading, grubbing) can commence.

Commented [JB5]: Preliminary plats aren't created for the majority of commercial developments. Suggested edit made.

4.3. Designated Preservation Areas: The TPP shall clearly delineate "Tree Preservation Areas." Protective fencing shall be erected at the dripline of all trees within these areas prior to construction activity, and no grading, storage of materials, or vehicular traffic shall occur within these protected zones.

4.4. Removal of Specimen Trees: The removal-preservation of specimen trees shall be strictly limited and only permitted when demonstrably unavoidable due to health/safety hazards or approved building footprints is highly encouraged.

Mitigation (replacement tree plantings) ~~may be~~ required for unavoidable removal. Compliance with applicable specimen and replacement tree densities shall be reflected in the TPP determined by the Planning Director.

Commented [JB6]: Remove or edit?

Article 5: Plan Submission Requirements and Development Incentives

All ~~development-subdivision~~ plans must meet the requirements of this section. Projects that ~~significantly exceed~~ meet the minimum requirements for preserving natural land features ~~are eligible for the incentives~~ outlined in subsection 5.4 are eligible for the incentives found there.

5.1. Phased Grading Plans: For all ~~developments-subdivisions~~ disturbing ~~more~~ greater than ~~one-twenty-five~~ (25) acres, a phased grading and construction plan shall be ~~submitted~~ implemented. Phasing consists of limiting the disturbance to any one area up to fifty percent (50%) of the total size but not more than twenty (20) acres per phase. Each phase must be clearly delineated, permanently stabilized to a

density of seventy percent (70%), and approved by the Stormwater Department before the next phase begins.

5.2. Disturbance Area Calculation: The plan shall clearly indicate the proposed limits of disturbance using "site fingerprinting" techniques. The total disturbed area for each lot in a subdivision shall be identified and limited.

5.3. Grading Setbacks and Buffers: A minimum ten-foot (10') undisturbed natural buffer shall be maintained from all subdivision side and rear property lines, and from all natural drainage features (streams, wetlands, etc.), except for approved utility crossings or access points. These buffers shall be designated as Tree Preservation Areas if they contain significant vegetation.

5.4. Incentives for Superior Environmental Design (SED):

5.4.1 Eligibility: A project is eligible for SED incentives if the developer formally commits to and receives approval for:

Preserving at least forty percent (40%) of the site's buildable area as permanent, undisturbed open space/natural buffer (excluding standard required setbacks and stormwater management areas). Floodplains and riparian buffer areas may apply.

Commented [JB7]: Difficult for staff to determine what this area is. Does this mean the total area not in setbacks, buffers, wetlands, and floodplains? If so, clarify.

Preserving or replanting trees in the developed area (excluding preserved area) at a density of all specimen trees and a majority of mature trees on the site eight (8) specimen trees per acre or sixteen (16) replacement trees per acre with a minimum of one (1) tree per lot. A mix of specimen and replanted trees at the prescribed density may also be implemented.

Commented [JB8]: Likely impossible to do for any development. Mature tree is undefined. Suggested edit made.

Using on-site Low Impact Development (LID) techniques to manage at least the first inch of stormwater runoff from at least 50% of the project's disturbed area while incorporating "site fingerprinting" techniques. Acceptable LID practices are Anderson County Standard Specification WQ-03 – WQ-09 and WQ-11 found in Appendix K of the Anderson County Stormwater Design Manual, naturally, rather than solely through engineered ponds.

Commented [JB9]: Unclear what naturally means as LID practices are engineered. Suggested edit made.

5.4.2 Expedited Review Process: Eligible SED projects shall be placed on an expedited review track by all county departments (Planning, Engineering, Stormwater, etc.). The County commits to reducing the average permit review time for these projects by at least twenty-five percent (25%), a maximum permit review time of no more than fifteen (15) business days.

Commented [JB10]: Difficult to determine and track average review time. Suggested edit made.

5.4.3 Density Bonus (Residential): Eligible residential SED projects may apply for a density bonus, allowing an increase in the maximum number of dwelling units

permitted per acre by up to ten percent (10%), provided that adequate infrastructure capacity exists and the bonus area is used to cluster units, maximizing open space preservation.

Commented [JB11]: 10% density increase seems low. Is this enough of an incentive when asking for 40% of buildable area preserved, all 24" or greater trees preserved or replanted 2:1, and LID stormwater practices? Need outside input.

5.4.4 Flexible Design Standards: For eligible SED projects, the County may allow modifications to standard development regulations, such as reduced building setbacks (by up to 5 feet) of ten (10) feet and slopes greater than 3H:1V or reduced road width standards (if certified by the County Engineer for safety), provided these modifications further the goal of minimizing overall site disturbance.

Article 6: Enforcement and Penalties

Violations of this ordinance, including failure to adhere to approved TPPs or grading plans, are subject to penalties outlined in the Anderson County Code of Ordinances, including civil penalties, fines for unpermitted tree removal, and orders to stop work. Failure to maintain the standards required for an awarded incentive may result in revocation of permits and required modifications to meet standard ordinance requirements.

Section 7: Severability and Effective Date

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

This ordinance shall become effective immediately upon its final passage and approval by the Anderson County Council.

SO ORDAINED this ____ day of _____, 20.

Anderson County Council Chairman

ATTEST:

Clerk to Anderson County Council

ORDINANCE NO. 2025-031

AN ORDINANCE TO AMEND SECTION 24-1074 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO PROHIBIT THE ACCEPTANCE OF ROADS IN RESIDENTIAL SUBDIVISIONS AS COUNTY ROADS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, Anderson County Council wishes to cease the practice of accepting subdivision neighborhood roads as county roads.

NOW, THEREFORE, be it ordained by the Anderson County Council in meeting duly assembled that:

1. That section 24-1074 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

See attachment A.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

DIVISION 5. - ADMINISTRATION

Sec. 24-1074. - County roads.

- (a) Improvements to a county-maintained road, including placing gravel on a dirt road or paving a road, shall not be made unless county council has approved the improvement of the road.
- (b) A new or existing private road may be designated a county road, be incorporated into the county road system, and included on the master list of all county roads only in the following ~~four~~ three circumstances:
 - (1) Any residential, commercial or industrial road constructed by the county.
 - ~~(2) Any private residential, commercial or industrial road constructed in conformance with the road standards and subdivision regulations codified in this chapter receiving approval by the county engineer, and a decision by county council to accept the road into the county road system. The application for county acceptance of any road shall be accompanied by a certificate of compliance with the road standards contained in this article, and signed and certified by the professional engineer of record. Any and all costs associated with obtaining the compliance certificate shall be the responsibility of the applicant or subdivider.~~
 - (2) ~~(3)~~ Any private road having continuous unrestricted use by the general public, as evidenced by maps, aerial photographs, deeds of record, or affidavits, and deemed a public road by the circuit court.
 - (3) ~~(4)~~ Through the creation of a special tax district, a legislatively created administrative division of the county whereby resident freeholders fund, through the collection of uniform fees included on the annual property tax bill, upgrades to existing private roads in order for such roads to meet the standards of and for the purpose of acceptance into the county road system.
- (c) If requested by more than 25 percent of the local residents desiring such upgrades, the county will provide an estimate of the costs necessary to update the private road in order to meet the standards of and for the purpose of acceptance into the county road system.
- (d) The county will then prepare a petition containing a designation of the boundaries of the proposed special tax district, a description of the nature of the services to be rendered, and the maximum level of taxes or user service charges, or both, authorized to be levied and collected. Seventy-five percent or more of the resident freeholders who own at least 75 percent of the assessed valuation of real property in the proposed special tax district must sign the petition.

- (e) S.C. Code 1976, § 5-3-240, as amended, defines freeholder as: any person 18 years of age, or older, and any firm or corporation, who or which owns legal title to a present possessory interest in real estate equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests) and who owns, at the date of the petition or of the referendum, at least an undivided one-tenth interest in a single tract and whose name appears on the county tax records as an owner of real estate.
- (f) The county assessor shall then certify that the petition contains the requisite number of signatures necessary for the creation of the special tax district. Upon certification, the county will prepare and adopt an ordinance creating the special tax district.
- (g) The cost of the services required for the special tax district shall be paid from the collection of a uniform user service charge, without interest, upon all parcels of real property within the district for a period not to exceed ten years. The user service charge will be included on the annual property tax bill and will be collected in the same manner as county property taxes. The first-year user service charge will also include all associated legal fees incurred in creating the special tax district. The user service charges are a charge against and run with the parcels of real property included in the special tax district, as set forth herein.
- ~~(h) No final plat of a subdivision shall be approved until the county engineer has received a sworn statement, signed by each owner of the property within the subdivision and duly notarized, stating that the road plan as shown on the plat is submitted with their consent and in accordance with their desires; and the dedication of roads shown on the plat is freely offered to the county. All encumbrances shall be released by instrument suitable for recording in the office of the register of deeds for the county prior to the roadways being accepted into the county system. Deeds or other instruments in suitable form as required by the county attorney shall be submitted for recording prior to the acceptance of any roads into the public domain.~~
- (h) ~~(†)~~ No expenditures of any public funds shall be made on any road or right-of-way which has not been accepted as set forth above.

(Code 2000, § 38-711; Ord. No. 03-007, § 1, 4-15-2003: [Ord. No. 2015-020](#), 8-4-2015)

ORDINANCE NO. 2025-061

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK (PROJECT SILVER), AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

WHEREAS, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

WHEREAS, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

DONE in meeting duly assembled this ____ day of _____, 2026.

ATTEST:

ANDERSON COUNTY, SOUTH CAROLINA

Rusty Burns
Anderson County Administrator

Tommy Dunn
Chairman Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

Project Silver

All that certain piece, parcel or lot of land, lying and being in the State of South Carolina, County of Greenville, containing 2.46 acres, more or less, on the southern side of Pelham Road, as shown on a plat of property entitled "Survey for 7680 Pelham, LLC" prepared by SDI Site Design, Inc., dated June 29, 2006 and recorded in Plat Book 1016 at Page 87 in the records of the Register of Deeds of Greenville County, with reference being had to said recorded plat for the exact meets and bounds description thereof.

Greenville County TMS: 0530.05-01-022.02

Street Address: 7640 Pelham Road, Greenville, SC 29615

ORDINANCE NO. 2025-062

AN ORDINANCE TO AMEND ARTICLE 7 OF CHAPTER 48 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO REMOVE ALL SPECIAL EXCEPTION PERMITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, the Anderson County Council has the authority under South Carolina Code section 6-29-800(A)(3) to set forth terms and conditions to permit special exceptions for zoning ordinances; and

WHEREAS, Anderson County Council wishes to remove all special exceptions that are approved by the Board of Zoning Appeals.

NOW, THEREFORE, be it ordained by the Anderson County Council in meeting duly assembled that:

1. That Article 7 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Section 7 – Special Exceptions Prohibited

The board of zoning appeals has no authority to grant any special exception permit.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2025-063

AN ORDINANCE TO ADD SECTION 24-3 AND AMEND ARTICLE 2 OF CHAPTER 48 OF THE ANDERSON COUNTY CODE OF ORDINANCES TO REQUIRE NOTIFICATION TO COUNTY COUNCIL MEMBERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority to create and thereby amend ordinances under South Carolina Code section 4-9-25; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances; and

WHEREAS, Anderson County Council desires to require that the planning department notify members of County Council when applications are submitted within their district.

NOW, THEREFORE, be it ordained by the Anderson County Council in meeting duly assembled that:

1. That the Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section, to be numbered section 24-3, which section reads as follows:

Secs. 24-3. – Notification to County Council District

The planning department shall notify the County Council person representing a district of any and all building permits, submissions, applications, or requests for approval within their district as soon as practicable. If a County Council person is notified under this section, then the planning department shall further notify the County Council person representing a district of any withdrawal or modification of any and all submissions, applications, or requests for approval as soon as practicable.

2. That Section Article 2 of Chapter 48 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

The regulations set forth in this chapter shall be applicable within the area designated on the official zoning map. The provisions of this chapter do not regulate areas designated as "UNZONED." The planning department shall notify the County Council person representing a district of any and all building permits, submissions, applications, or requests for approval within their district as soon as practicable. If a County Council person is notified under this section, then the planning department shall further notify the County Council person representing a district of any withdrawal or modification of any and all submissions, applications, or requests for approval as soon as practicable.

3. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

4. Should any part or provision of this Ordinance be deemed unconstitutional or

unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

5. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

ORDAINED in meeting duly assembled this _____ day of _____, 2025.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

Secs. 24-3. – Notification to County Council District

The planning department shall notify the County Council person representing a district of any and all building permits, submissions, applications, or requests for approval within their district as soon as practicable. If a County Council person is notified under this section, then the planning department shall further notify the County Council person representing a district of any withdrawal or modification of any and all submissions, applications, or requests for approval as soon as practicable.

ARTICLE 2. - JURISDICTION

The regulations set forth in this chapter shall be applicable within the area designated on the official zoning map. The provisions of this chapter do not regulate areas designated as "UNZONED." The planning department shall notify the County Council person representing a district of any and all building permits, submissions, applications, or requests for approval within their district as soon as practicable. If a County Council person is notified under this section, then the planning department shall further notify the County Council person representing a district of any withdrawal or modification of any and all submissions, applications, or requests for approval as soon as practicable.

RESOLUTION NO. 2025-053

A RESOLUTION TO STATE THE COMMITMENT OF ANDERSON COUNTY TO ENTER INTO A FEE IN LIEU OF TAX AGREEMENT WITH A COMPANY KNOWN TO THE COUNTY AND IDENTIFIED FOR THE TIME BEING AS “PROJECT BENTO”; TO PROVIDE THE GENERAL TERMS OF THE FEE IN LIEU OF TAX AGREEMENT; TO IDENTIFY THE PROJECT FOR PURPOSES OF THE FEE IN LIEU OF TAX SIMPLIFICATION ACT; TO STATE THE COMMITMENT OF ANDERSON COUNTY TO PLACE THE PROJECT’S SUBJECT PROPERTY IN A MULTI-COUNTY PARK; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), a political subdivision of the State of South Carolina (the “State”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the “Act”), to encourage investment in the State by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the workforce and other resources of the State by accepting certain payments in lieu of ad valorem taxes with respect to such investment;

WHEREAS, a company known to the County and identified for the time being as “Project Bento” (the “Company”), is considering the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new manufacturing facility in the County (collectively, the “Project”), provided that the County enters into a fee in lieu of tax arrangement with the Company, as set forth herein;

WHEREAS, in connection with the Project, the Company has requested that the County enter into an agreement to establish: (i) the intention of the Company to make an investment of approximately Thirteen Million Four Hundred Thousand Dollars (\$13,400,000) and to create 202 new full-time jobs; and (ii) upon investment in such property, the binding agreement of the County to provide fee in lieu of tax (“FILOT”) and special source revenue credit (“SSRC”) incentives to the Company as set forth more fully in such agreement; and

WHEREAS, the Company has informed the County that it intends to make or cause to be made new, taxable investments eligible for FILOT incentives under the Act, consisting of real and/or personal property related to the Project in the County of at least the minimum investment amount required by the Act over the first five (5) years of the Project, and the County intends to commit itself to entering into a fee in lieu of tax agreement with the Company under the Act so that the Company may qualify the Project for benefits under the Act.

NOW, THEREFORE, BE IT RESOLVED by the County Council:

Section 1. The adoption of this Resolution is an official action by the County Council to identify, reflect and induce the Project under the Act. For purposes of the Act, this Resolution

is an “Inducement Resolution.” For purposes of Section 12-44-110 of the Act, this Resolution constitutes preliminary approval by the County prior to the authorization and execution of a fee in lieu of tax agreement.

Section 2. If the Company decides to locate the Project in Anderson County, the County Council commits to enter into a negotiated FILOT arrangement with the Company for the Project, the terms of which shall be set forth in a fee in lieu of tax agreement with the Company (the “FILOT Agreement”) in form and manner satisfactory to the County and the Company containing substantially the following terms and any additional terms to which the County and the Company may agree:

- a. an investment period of five (5) years (the “Investment Period”);
- b. the Company’s commitment to invest Thirteen Million Four Hundred Thousand Dollars (\$13,400,000) in the Project not later than the end of the Investment Period;
- c. calculation of FILOT payments using an assessment ratio of six percent (6%) and a fixed millage rate of 339.1 mills for the entire term of the FILOT Agreement;
- d. SSRC of thirty percent (30%) for seven (7) years to be applied against the FILOT payments;
- e. SSRC on the existing building sufficient to equate to a fixed six percent (6%) assessment ratio and fixed millage rate of 339.14 mills;
- f. additional SSRC on the existing building of thirty percent (30%) for seven (7) years; and
- g. a term of thirty (30) years for the FILOT Agreement.

Section 3. Based upon the representations of the Company, the County Council finds that: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 4. The County Council commits to use its commercially reasonable efforts to designate the land on which the Project is located as a multi-county park, if not currently designated, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution and to maintain the multi-county park designation for a period not less than the term of the FILOT Agreement provided for in Section 2 of this Resolution. County Council’s commitment to place the Project land in a multi-county park is subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

Section 5. The County commits to provide the incentives set forth in this Resolution as long as the Company agrees to the payment of all costs and expenses, including legal fees, incurred by the County due to the grant of the incentives set forth herein for the Project, all as more fully set forth in the FILOT Agreement.

Section 6. The County Council must approve the FILOT Agreement, and any other agreement or document contemplated by this Resolution, in accordance with South Carolina law and the rules and procedures of the County Council, in order for the FILOT Agreement and such other agreements or documents to be legally effective.

Section 7. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

Section 8. This Resolution takes effect upon its adoption.

[Signature Page to Follow]

Adopted this 2nd day of December, 2025.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chair of County Council

[SEAL]

ATTEST:

By: _____
Rusty Burns, County Administrator

By: _____
Renee Watts, Clerk to County Council

APPROVED AS TO FORM:

By: _____
Leon Harmon, County Attorney



**Anderson County Central Services Division
Purchasing Department**

To: Mr. Rusty Burns

From: Robert Carroll

Date: 11/24/2025

Re: Bid #26-013

Anderson County received bids on the Annex Roof Project on November 13th. We had eight (8) contractors to submit bids. County staff recommend award to Lloyd Roofing of Greenwood, S.C. The total price for the project is \$426,920.00. Staff is requesting approval of the bid at this time.

Anderson County Purchasing Department Bid Tabulation

BID #26-013 ANNEX ROOF PROJECT

VENDOR	BOND	PRICE
NATIONS ROOF OF CAROLINAS		\$464,000.00
ALPHA ROOFING SYSTEMS		\$559,726.00
OWENS ROOFING		\$562,719.00
PICKENS CONTRACTING		\$598,900.00
LLOYD ROOFING		\$426,920.00
J A PIPER		\$624,835.00
C E BOURNE		\$609,950.00
AAR NORTH CAROLINA		\$483,000.00
DRYTECH ROOFING		NR
STELLAR		NR
GENESIS ROOFING		NR
IES ROOFING		NR
LAFAVES CONSTRUCTION		NR
BIHN CONSTRUCTION		NR
SUMMIT BSR		NR
CP BUILDERS		NR

VENDOR	BOND	PRICE
DAN HAMNER		NR
GUY ROOFING		NR
GLENN CONSTRUCTORS		NR
FAMILY ROOFING		NR
BONE DRY ROOFING		NR
LAND ROOFING		NR
ROBERT NUNNERY		NR
ATD ROOFING		NR
PORTER ROOFING		NR
GILSTRAP ROOFING		NR
MAR SUPPLY		NR
AWARD TO:		Lloyd Roofing

BID FORM

BID SUBMITTED BY: Lloyd Roofing Co. Inc.
(Bidder's Name)

BID SUBMITTED TO: Anderson County
(Owner's Name)

FOR PROJECT: BEE 25018 Anderson County Annex Roof Replacement
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the **OWNER** in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. **BIDDER** has submitted Bid Security as follows in the amount and form required by the Bidding Documents:
 Bid Bond with Power of Attorney Electronic Bid Bond Cashier's Check
(**BIDDER** check one)
3. **BIDDER**, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form, it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
4. **BIDDER** acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No: 1 & 2
5. **BIDDER** accepts all terms and conditions of the *Invitation for Construction Bids*, including, without limitation, those dealing with the disposition of Bid Security. **BIDDER** agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that **BIDDER** may agree to in writing upon request of the **OWNER**. **BIDDER** understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by **OWNER** and agreed to by **BIDDER**.
6. **BIDDER** herewith submits its offer to provide all labor, materials, equipment, tools of trade and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following items of construction work:
6.1 BASE BID WORK (as indicated in the Bidding Documents and generally describes as follows):

Base Bid work includes total removal of existing roof systems down to the structural deck for approximately 475 squares. Roof replacement includes minor deck repairs, rough carpentry, roof insulation, including taper, and a mechanically fastened, single-ply (PVC/KEE) roof system. All associated sheet metal components, wall panels, and accessories, and painting of exposed steel surfaces are included.

\$426,920.00, which sum is hereafter called the **BASE BID**.
(enter BASE BID in figures only)

FY 26 Trans for

BUDGET TRANSFER

DIVISION: Administration

DEPARTMENT: Airport

FROM:		TO:	AMOUNT:
TITLE	<u>Airfield Maintenance</u>	TITLE	<u>Repairs to Building</u>
ACCT.#	<u>531100 - 528900</u>	ACCT#	<u>531100 - 524100</u> <u>15,000.00</u>
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
TITLE	_____	TITLE	_____
ACCT.#	_____	ACCT#	_____
Total			<u>15,000.00</u>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:
Hangar door repair - Seals + repairs

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD: Bret Durbin

DATE: 11-17-25

DIVIS HEAD: _____

DATE: _____

FINANCE: _____

DATE: _____

ADMINISTRATOR: _____

DATE: _____

Journal Entry # _____

DATE: _____

