



AGENDA
Special Presentation Meeting
Tuesday, March 3, 2026, 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. 2026-010: A Resolution recognizing Justin Harris as an Outstanding Citizen of Anderson County, South Carolina.

All Council

b. 2026-011: A Resolution recognizing Steve and Fern Collins for their service as Park Hosts at Green Pond Landing & Event Center and for their hospitality to visitors.

All Council

c. 2026-012: A Resolution recognizing the Road Hogs, a mission of Vets Helping Vets Anderson, for their dedicated service in litter reduction, environmental conservation, and the preservation of the natural beauty of Anderson County; and other matters related thereto.

Hon. Glenn Davis

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, March 3, 2026, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Chris Sullivan

3. APPROVAL OF MINUTES

February 17, 2026

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. **2025-043:** An Ordinance to amend the Anderson County Land Use Ordinance, by adding Section 24-153, to provide regulations for solar energy facilities in the unincorporated part of Anderson County; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Tommy Dunn (allotted 5 minutes)

- b. **2026-003:** And Ordinance to amend Division 9 (Economic Advisory Board) of Chapter 2 of the Code of Ordinances, Anderson County, South Carolina, to add a provision that board voting members cannot have an interest in property on which a fee in lieu of tax agreement or a special source revenue agreement is proposed and to amend a provision regarding non-voting members; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Tommy Dunn (allotted 5 minutes)

- c. **2026-008:** An Ordinance to lease real property to Love Well Ministries to operate an opioid treatment facility; and other matters related thereto. (**PUBLIC HEARING THREE MINUTE TIME LIMIT**)

Mr. Jordan Thayer (allotted 5 minutes)

6. ORDINANCE SECOND READING:

- a. **2026-009:** An Ordinance to amend the Code of Ordinances, Anderson County, South Carolina, by the additions of Section 24-152 relating to the development of townhome and apartment dwelling units; and other matters related thereto.

Mr. Tommy Dunn (allotted 5 minutes)

- b. **2026-010:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as [Project Flyrod #1] 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; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2026-011:** An Ordinance to transfer an easement interest in real property, located at the Anderson County Sports & Entertainment Center, to Duke Energy Carolinas, LLC; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

7. ORDINANCE FIRST READING:

- a. **2026-012:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Greenville and Anderson Counties so as to enlarge the park; and other matters related thereto. [Project Cherry]

Mr. Burriss Nelson (allotted 5 minutes)



- b. 2026-013:** An Ordinance to approve a ground lease agreement between Anderson County, South Carolina, and Blackdog Air, LLC for location of an aircraft hangar at the Anderson Regional Airport; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- c. 2026-014:** An Ordinance to amend Division 2 of Chapter 24, Section 24-49 to add a provision that a Planning Commission member cannot have an interest in property on which a fee in lieu of tax agreement and/or a special source revenue agreement is proposed; and other matters related thereto. (TITLE ONLY)

Mr. Tommy Dunn (allotted 5 minutes)

- d. 2026-015:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and Duke Energy Carolinas, LLC 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; and other matters related thereto. [Project Beeswax]

Mr. Burriss Nelson (allotted 5 minutes)

- e. 2026-016:** 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; and other matters related thereto. [Project Beeswax]

Mr. Burriss Nelson (allotted 5 minutes)

- f. 2026-017:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and among Anderson County, South Carolina and companies know to the county and referred to at this time as “Project Bento” 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; and other matters related thereto. [Project Bento]

Mr. Burriss Nelson (allotted 5 minutes)

- g. 2026-018:** An Ordinance authorizing the execution and delivery of a special source credit agreement by and among Anderson County, South Carolina and companies known to the county and identified at this time as “Project Bento” with respect to certain economic development property in the county, whereby such property will receive certain special source credits in respect of investment in related infrastructure; and other matters related thereto. [Project Bento]

Mr. Burriss Nelson (allotted 5 minutes)

- h. 2026-019:** 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; and other matters related thereto. [Project Bento]

Mr. Burriss Nelson (allotted 5 minutes)

8. RESOLUTIONS: None



9. EXECUTIVE SESSION:

- a. Receipt of legal advice subject to the attorney client privilege regarding a personnel matter involving a former employee.
- b. Discussion and receipt of legal advice subject to the attorney client privilege regarding the health, safety, and welfare of the citizens of Anderson County.
- c. Action following Executive Session

10. BID APPROVALS/CHANGE ORDERS:

- a. RFQ #26-015 Professional Engineering Services

11. ROAD ACCEPTANCE INTO COUNTY INVENTORY:

- a. Alpine Heights Subdivision-District 5
Alpine Heights Court

12. APPROVAL OF MEMORANDUM OF UNDERSTANDING BY AND BETWEEN ANDERSON COUNTY ENVIRONMENTAL ENFORCEMENT AND HARTWELL PARTNERS FOR CLEAN WATER

Mr. Jordan Thayer

13. APPOINTMENT:

- a. Economic Advisory Board

Ms. Cindy Wilson

14. REQUEST BY COUNCIL:

- a. Men At Work-All Districts
- b. Powdersville YMCA-District 6

15. ADMINISTRATOR'S REPORT

- a. Building and Codes Report

Mr. Rusty Burns

16. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

17. REMARKS FROM COUNCIL

18. 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 2026-010

A Resolution Recognizing Justin Harris as an Outstanding Citizen of Anderson County, South Carolina; and other matters related thereto.

Whereas, the County of Anderson, South Carolina, takes great pride in honoring citizens whose dedication, service, and leadership have enriched the lives of others and strengthened our community; and

Whereas, Justin Harris has, on multiple occasions, generously donated his time, talents, and personal resources to help the citizens of Anderson County, demonstrating a deep and genuine commitment to the well-being of others; and

Whereas, his acts of service—whether through direct assistance, community projects, or support for local initiatives—have made a meaningful and lasting difference in the lives of many; and

Whereas, Justin Harris’s generosity of spirit, unwavering integrity, and willingness to step forward in times of need have inspired others and fostered a stronger, more compassionate community; and

Whereas, the example set by Justin Harris reflects the highest ideals of citizenship and represents the very best of Anderson County;

Now, therefore, be it resolved, that the Anderson County Council, in a meeting duly assembled this 3rd day of March 2026, does hereby recognize and honor **Justin Harris** as an **Outstanding Citizen of Anderson County, South Carolina**, in grateful appreciation for his remarkable contributions and enduring impact; and

Be it further resolved, that a copy of this resolution be presented to Justin Harris and entered into the official records of Anderson County as a permanent testament to his service.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris N. Sullivan
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

RESOLUTION 2026-011

A RESOLUTION RECOGNIZING STEVE AND FERN COLLINS FOR THEIR SERVICE AS PARK HOSTS AT GREEN POND LANDING & EVENT CENTER AND FOR THEIR HOSPITALITY TO VISITORS.

Whereas Steve and Fern Collins have served as full-time park hosts at Green Pond Landing since July 2024, providing a steady, welcoming presence on Lake Hartwell; and

Whereas as park hosts they serve as front-line ambassadors for Anderson County by assisting visitors, supporting daily operations, and helping keep Green Pond Landing safe, clean, and inviting; and

Whereas Steve and Fern contribute at least twenty hours of work per week picking up litter, monitoring facilities, and helping keep Green Pond Landing, River Forks Recreation Area, and Weldon Island clean and ready to welcome residents and guests; and

Whereas Green Pond Landing participates in the Harvest Hosts program, which welcomes traveling guests overnight, and Steve and Fern greet these guests, answer questions, and share information about Anderson County, its restaurants, and lake amenities; and

Whereas reviews from Harvest Hosts guests describe Steve and Fern as gracious, attentive, and “awesome” hosts and praise Green Pond Landing as beautiful and among their favorite stops;

Now, therefore, be it resolved that Anderson County Council, in a meeting duly assembled this third day of March 2026, does hereby recognize and thank Steve and Fern Collins for their dedicated service as park hosts at Green Pond Landing & Event Center and the warm hospitality they extend to all who visit Anderson County’s parks and the Lake Hartwell shoreline.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris N. Sullivan
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

RESOLUTION 2026-012

A RESOLUTION RECOGNIZING THE ROAD HOGS, A MISSION OF VETS HELPING VETS ANDERSON, FOR THEIR DEDICATED SERVICE IN LITTER REDUCTION, ENVIRONMENTAL CONSERVATION, AND THE PRESERVATION OF THE NATURAL BEAUTY OF ANDERSON COUNTY.

Whereas Vets Helping Vets Anderson is a nonprofit organization dedicated to serving American veterans and widows of American veterans in Anderson County through lawn care, medical supplies, grocery assistance, and other forms of practical support; and

Whereas Vets Helping Vets Anderson was founded on October 14, 2014, by fourteen Vietnam War veterans whose continued commitment to service now extends from the battlefield to their own communities; and

Whereas the Road Hogs, a mission of Vets Helping Vets Anderson, serves the communities in and around Anderson County through frequent litter pick-up activities along roads, parks, and other public areas; and

Whereas the Road Hogs are American veterans from every branch of military service who have carried their sense of duty into peacetime by working to beautify Anderson County through persistent litter removal and public stewardship; and

Whereas Anderson County Council recognizes that a litter-free, naturally beautiful county strengthens civic pride, supports tourism, and reflects the character of its people, and wishes especially to commend founder Mr. Jesse Taylor, Road Hogs leaders Mrs. Carol Porter and Mr. Don Saxon, and all members of Vets Helping Vets – Road Hogs for their diligence in this work;

Now, therefore, be it resolved that Anderson County Council, in a meeting duly assembled this third day of March 2026, does hereby recognize and thank Vets Helping Vets Anderson and the Road Hogs for their dedicated service, leadership, and example in promoting litter reduction, environmental conservation, and community responsibility throughout Anderson County, and extends to them the appreciation of a grateful community.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

Chris N. Sullivan
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
FEBRUARY 17, 2026

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
CHRIS SULLIVAN
GLENN DAVIS
GREG ELGIN
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 we'd like to get the special presentation meeting of
3 February 17th to order. Like to welcome each and every
4 one of y'all here tonight, and thank y'all for coming
5 out to participate in your local government.

6 At this time we're going to go to Resolutions/
7 Proclamations 2(a), 2026-007, Councilman Chris
8 Sullivan. Councilman.

9 CHRIS SULLIVAN: Thank you, Mr.
10 Chairman.

11 I HAVE RESOLUTION, 2026-007, A RESOLUTION
12 CONGRATULATING THE ANDERSON CHRISTIAN SCHOOL BOYS
13 VOLLEYBALL TEAM ON WINNING THE 2025 SCACS STATE
14 CHAMPIONSHIP AND COMMENDING ITS STUDENT-ATHLETES AND
15 COACHES FOR A REMARKABLE SEASON OF EXCELLENCE.

16 Whereas the Anderson Christian School Boys
17 Volleyball Team won the 2025 SCACS State Championship
18 on Saturday, November 1, 2025, at The Burg, formerly
19 the Upward Star Center Complex, in Spartanburg, South
20 Carolina; and

21 Whereas the team's student-athletes include Robert
22 Da Silva (#1), Seth Brammer (#3), Jack Chappelear (#4),
23 Mason Mann (#7), Carson King (#9), Lucas Nieves (#10),
24 Samuel Da Silva (#11), and Danny Hudson (#32), under
25 the leadership of Coach Matt Oliver and Assistant Coach
26 Dylan Brown; and

27 Whereas during the season the team recorded almost
28 400 combined aces, almost 750 combined kills, more than
29 75 combined block kills, and more than 750 point-saving
30 digs, reflecting disciplined preparation, teamwork, and
31 competitive excellence; and

32 Whereas individual highlights included Jack
33 Chappelear with more than 100 aces and more than 250
34 kills, Samuel Da Silva with more than 50 aces and more
35 than 100 kills, and Robert Da Silva with more than 200
36 digs;

37 Now, therefore, be it resolved that Anderson County
38 Council, in meeting duly assembled this seventeenth day
39 of February 2026, does hereby congratulate the Anderson
40 Christian School Boys Volleyball Team on winning the
41 2025 SCACS State Championship, commend its
42 student-athletes and coaches for their outstanding
43 performance and sportsmanship, and extend best wishes
44 for continued success.

45 And Mr. Chairman, I'd like to make that in the form
46 of a motion.

47 CINDY WILSON: Second.

48 TOMMY DUNN: Have a motion
49 by Mr. Sullivan; and second by Ms. Wilson. Open the
50 floor up for discussion. Anyone?

1 GLENN DAVIS: Mr. Chairman?
2 TOMMY DUNN: Councilman

3 Davis.

4 GLENN DAVIS: Thank you, Mr.
5 Chairman. Any time you win a state championship, that
6 speaks volumes, you know, all those days when you went
7 to practice and you didn't want to go to practice and
8 training and all of that, and it culminated with a
9 state championship.

10 I'd like to personally thank you guys. Outstanding
11 job. Keep up the good work. But you know, you've set
12 the standard, so we'll be looking for another one,
13 another one, another one.

14 Again, congratulations.

15 TOMMY DUNN: Thank you,
16 Councilman Davis. Anyone else? I'd just like to add,
17 congratulations, young men. Y'all have done an
18 outstanding job, made Anderson County proud, something
19 you'll always have. Can't nobody ever take it away
20 from you. Hope you get many, many more, and this will
21 go a long way in y'all successful adult lives and
22 careers. Congratulations.

23 All in favor of the motion show of hands. All
24 opposed like sign. Show the motion carries
25 unanimously.

26 Y'all step on up here.

27 **PRESENTATION OF RESOLUTION**
28 **APPLAUSE**

29 TOMMY DUNN: We're going to
30 move on now to item number 2(b), 2026-008, Honorable
31 Councilman Ms. Cindy Wilson. Ms. Wilson.

32 CINDY WILSON: (Inaudible)
33 Belton Prep people are here or not.

34 TOMMY DUNN: They're here,
35 Ms. Wilson.

36 CINDY WILSON: Okay, good.
37 Thank you.

38 THIS IS A RESOLUTION CONGRATULATING BELTON
39 PREPARATORY ACADEMY ON ITS OUTSTANDING ACADEMIC
40 ACHIEVEMENTS DURING THE 2024-2025 SCHOOL YEAR AND
41 RECOGNIZING ITS STATEWIDE DISTINCTIONS FOR EXCELLENCE.

42 Whereas Belton Preparatory Academy, a tuition-free
43 public charter school serving students in grades 5K-8
44 in Belton, South Carolina, has been recognized for
45 Academic Performance by the South Carolina Department
46 of Education and the Charter Institute at Erskine; and

47 Whereas during the 2024-2025 school year Belton
48 Preparatory Academy earned eight academic awards
49 and received a total of \$25,000 in Academic Performance
50 Bonuses from the Charter Institute at Erskine, with the

Anderson County Council - Special Presentation Meeting - February 17, 2026

1 Elementary School earning \$10,000 for achieving an
 2 Overall Good report card rating and the Middle School
 3 earning \$15,000 for achieving an Overall Excellent
 4 report card rating; and

5 Whereas the Elementary School was named a Platinum
 6 School of Excellence, a Silver School of Distinction,
 7 and a Palmetto Silver Award recipient, and the Middle
 8 School was named a Platinum School of Excellence, a
 9 Gold School of Distinction, a Palmetto Gold Award
 10 recipient, earned an Excellent Overall report card
 11 rating, and received a Culture of Excellence award; and

12 Whereas these recognitions reflect the dedication
 13 of the school's leadership, teachers, families, and
 14 students and affirm Belton Preparatory Academy's
 15 mission to provide a rigorous classical education that
 16 prepares students to become independent thinkers and
 17 responsible citizens.

18 Now, therefore, be it resolved that Anderson County
 19 Council, in meeting duly assembled this seventeenth
 20 day of February 2026, does hereby congratulate Belton
 21 Preparatory Academy on its exceptional academic
 22 performance and commend its educators, students, and
 23 families for their commitment to excellence and
 24 continued success.

25 Put this in the form of a motion, Mr. Chairman.

26 GREG ELGIN: Second.

27 TOMMY DUNN: Have a motion
 28 by Ms. Wilson; second by Councilman Elgin. Open the
 29 floor up for discussion.

30 CINDY WILSON: May I?

31 TOMMY DUNN: Ms. Wilson.

32 CINDY WILSON: Thanks. This
 33 is the second time we've recognized Belton Prep. They
 34 got off to a running start about, I guess it's been
 35 five or six years ago, but by the third year, they were
 36 already tops in the state. And that's just really
 37 awesome to have such wonderful education opportunities
 38 in our county. Thank you.

39 TOMMY DUNN: Mr. Davis.

40 GLENN DAVIS: Thank you, Mr.
 41 Chairman. I think it was two or three years ago when
 42 the Lieutenant Governor came up and recognized your
 43 guys. So you guys are doing something right.
 44 Congratulations.

45 TOMMY DUNN: Anyone else?

46 GREG ELGIN: Mr. Chairman?

47 TOMMY DUNN: Councilman

48 Elgin.

49 GREG ELGIN: Just want to

50 say thank y'all for what you do. I know -- I don't see

1 as much now since you moved out of Second Baptist, but
2 I still hear good things. I know a lot of people that
3 go there. So thank y'all for what you're doing.
4 Appreciate y'all. Thank you.

5 TOMMY DUNN: Anyone else?

6 I just want to say also congratulations.
7 Appreciate what all y'all do. Thank you very, very
8 much. You make Anderson County proud.

9 And for the record, I meant to say this earlier,
10 Councilman Sanders is out of town. Don't know if he's
11 going to make it or not. And Mr. Davis is going to be
12 late. But they're not here, for the record, for this
13 part of the meeting.

14 Anymore discussion? All in favor of the motion
15 show of hands. All opposed like sign. Show the motion
16 carries unanimously.

17 Y'all step on up, ladies.

18 **PRESENTATION OF RESOLUTION**

19 **APPLAUSE**

20 TOMMY DUNN: This will
21 conclude this part of our meeting. We'll reconvene
22 here back at 6:30 to start our regular Council meeting.

23

24 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:10 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY
COUNTY COUNCIL MEETING
FEBRUARY 17, 2026

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
CHRIS SULLIVAN
GLENN DAVIS
GREG ELGIN
BRETT SANDERS
JIMMY DAVIS
CINDY WILSON

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time
2 I'd like to call the regular Anderson County Council
3 meeting to order of February 17th. I'd like to welcome
4 each and everyone here tonight; and thank y'all for
5 coming to participate in your local government.
6 At this time I'd like to ask Ms. Wilson if she
7 would lead us in the invocation and pledge of
8 allegiance. If we'd all rise, please.
9 CINDY WILSON: May we pray.
10 **INVOCATION AND PLEDGE OF ALLEGIANCE BY CINDY WILSON**
11 TOMMY DUNN: At this time
12 we'll move on to item number 3, approval of the minutes
13 of the February 3rd meeting. Are there any corrections
14 to be made to those minutes?
15 CINDY WILSON: Mr. Chairman,
16 may I make the motion that we approve the minutes as
17 presented for February 3rd?
18 TOMMY DUNN: Ms. Wilson
19 makes a motion to accept the minutes as presented. Do
20 we have a second?
21 GREG ELGIN: Second.
22 TOMMY DUNN: Second by
23 Councilman Elgin. All in favor of the motion show of
24 hands. All opposed like sign. Show the motion carries
25 unanimously.
26 We're going to move on to item number 4, citizens'
27 comments. When Mr. Harmon calls your name, please step
28 forward and state your name and district for the
29 record. Address the chair. You have three minutes.
30 And this first go-around is on agenda items only.
31 Mr. Harmon.
32 LEON HARMON: Mr. Chairman,
33 no one is signed up to speak.
34 TOMMY DUNN: Thank you, Mr.
35 Harmon.
36 Moving on to item number 5, ordinance third
37 reading. This is Ordinance 5(a), 2025-060, an
38 Ordinance to amend Ordinance #99-004, the Anderson
39 County Zoning Ordinance, as adopted July 20, 1999, by
40 amending the Anderson County Official Map to rezone
41 four (4) lots of +/- 10.0 acres to Residential
42 Agriculture (R-A) from Commercial Rural District (C-1R)
43 on a parcel of land identified in the Fork No. 2
44 Precinct as shown in Deed Book 17746 at page 253. The
45 parcel is further identified as Lot 1: TMS
46 #6-00-03-008; Lot 2: TMS #6-00-03-009; Lot 3: TMS
47 #6-03-011. And this is in District Four.
48 We have a public hearing. Anyone wishing to speak
49 to this matter, please step forward, state your name
50 and district for the record. Please address the chair.

1 And you have three minutes. Anyone at all? Seeing and
 2 hearing none, the public hearing will be closed.

3 Do we have a motion?

4 BRETT SANDERS: So moved.

5 TOMMY DUNN: Motion by Mr.

6 Sanders to move this on. Ms. Wilson seconds it. Open
 7 the floor up for discussion. Hearing none, all in
 8 favor of the motion show of hands. All opposed like
 9 sign. Show the motion carries unanimously.

10 We're going to move on to item number 5(b),
 11 2026-005, a Master Bond Ordinance of Anderson County,
 12 South Carolina, providing for the issuance and sale of
 13 revenue bonds to defray the costs of tourism-related
 14 projects secured by certain county fees; defining the
 15 terms and security for such bonds; and other matters
 16 related thereto.

17 This will also be a public hearing. You have three
 18 minutes. State your name and district for the record.
 19 Please address the Chair. Anyone at all? Anyone?
 20 Seeing and hearing none, the public hearing will be
 21 closed.

22 Do we have a motion to move this forward?

23 BRETT SANDERS: So moved.

24 CINDY WILSON: Second.

25 JIMMY DAVIS: Second.

26 TOMMY DUNN: Motion by Mr.

27 Sanders; and second by Councilman Jimmy Davis. Open
 28 the floor up for discussion. All in favor of the
 29 motion show of hands. All opposed like sign. Show the
 30 motion carries unanimously.

31 Moving on to item number 5(c), 2026-006, a Series
 32 Ordinance of Anderson County, South Carolina providing
 33 for the issuance and sale of revenue bonds to finance
 34 tourism-related projects in the aggregate principal
 35 amount of not exceeding \$12,700,000; and other matters
 36 related thereto.

37 This will also be a public hearing, dealing with
 38 the same issue. Anyone wishing to speak to this
 39 matter, please step forward and state your name and
 40 district for the record. You have three minutes. And
 41 please address the chair. Seeing and hearing none, the
 42 public hearing will be closed. Do we have a motion to
 43 move this forward?

44 JIMMY DAVIS: So moved.

45 CINDY WILSON: Second.

46 TOMMY DUNN: Motion by Mr.

47 Davis; second by Ms. Wilson. That's Jimmy Davis; Ms.
 48 Wilson seconds. Any discussion?

49 JIMMY DAVIS: Mr. Chair, if I

50 may?

1 TOMMY DUNN: Mr. Davis.
2 Jimmy Davis.

3 JIMMY DAVIS: As a point of
4 clarification for the -- just for the minutes that will
5 be recorded tonight, I've had some people ask about
6 this and why we couldn't use that money to pave roads,
7 and I understand completely on that. But the state law
8 requires, as we all know, and I want to put it on
9 record, the state law requires this type of -- these
10 monies collected from the accommodations taxes in this
11 -- and these revenues to be used only for tourism and
12 recreation. Thank you, Mr. Chair.

13 TOMMY DUNN: Thank you.
14 Anyone else? All in favor of the motion show of hands.
15 All opposed like sign. Show the motion carries
16 unanimously.

17 Moving on to item number 6(a), Ordinance second
18 reading, 2026-008, an Ordinance to lease real property
19 to Love Well Ministries to operate an opioid treatment
20 facility; and other matters related thereto.

21 Do we have a motion to move this forward?

22 BRETT SANDERS: So moved.
23 JIMMY DAVIS: Second.
24 TOMMY DUNN: Motion Mr.
25 Sanders; and second by Councilman Elgin. Open the
26 floor up for discussion. Everything good with this,
27 Jordan? Good?

28 JORDAN THAYER: (Inaudible.)
29 TOMMY DUNN: Everybody's
30 good. Any discussion? All in favor of the motion show
31 of hands. All opposed like sign. Show the motion
32 carries unanimously.

33 Moving on to item number 7(a), first reading,
34 Ordinance first reading, 7(a), 2026-009, an Ordinance
35 to amend the Code of Ordinances, Anderson County, South
36 Carolina, by the additions of Section 24-152 relating
37 to the development of townhome and apartment dwelling
38 units; and other matters related thereto.

39 I make a motion we put this on the floor.

40 JIMMY DAVIS: Second.
41 CINDY WILSON: Second.
42 TOMMY DUNN: Second by
43 Councilman Jimmy Davis. Open the floor up for
44 discussion.

45 I'll lead it off. What this ordinance goes to now
46 -- it's come up before -- is parking lot spaces. So
47 that's basically what it went to. And it also went to
48 the number of units, I think, maybe got up to 48 or 49.
49 This gets it down to 11 units; 32. How many units?
50 that'll be 32 units before it goes -- anything above

1 that goes to the Planning Commission, and that way the
2 citizens will know. I think this is the right thing to
3 do in talking to some staff.

4 Each county does this different. Done a lot of
5 research on this. Some are none. Goes to the Planning
6 Commission and staff handles it all. But I think --
7 and our staff would love to handle it all. But I think
8 this is one of them deals where staff shouldn't be put
9 in this position. I think it needs to go forward where
10 citizens can at least come to the Planning Commission
11 and at least know about it.

12 I open the floor up for discussion now.

13 JIMMY DAVIS: Mr. Chair, if I
14 may?

15 TOMMY DUNN: Councilman
16 Jimmy Davis.

17 JIMMY DAVIS: I just want to
18 thank you for taking this on and getting us something
19 to pass on. I think this is a good step in the right
20 direction. I just wanted to say I appreciate it.

21 TOMMY DUNN: Thank you.
22 Anyone else?

23 CINDY WILSON: May I?

24 TOMMY DUNN: Ms. Wilson.

25 CINDY WILSON: Likewise.
26 We're being overwhelmed with this type of development.
27 And hopefully this will be helpful. Thank you.

28 TOMMY DUNN: Thank you.

29 Anyone else? All in favor of the motion show of
30 hands. All opposed like sign. Show the motion carries
31 unanimously.

32 We're going to move on to item number 7(b),
33 2026-010, an Ordinance authorizing the execution and
34 delivery of a fee in lieu of tax agreement by and
35 between Anderson County, South Carolina and a company
36 or companies known to the county at this time as
37 [Project Flyrod #1] with respect to certain economic
38 development property in the county whereby such
39 property will be subject to certain payments in lieu of
40 taxes, including the provision of certain special
41 source credits; and other matters related thereto.

42 Mr. Nelson.

43 BURRISS NELSON: Thank you, Mr.
44 Chairman, members of Council. Project Flyrod proposes
45 to bring 53 new jobs with an average pay of 32.27 in
46 this Flyrod number one. If this proves successful,
47 then there will be an additional project that will come
48 later.

49 This will be a total of 17 million in capital
50 investment, with a new annual payroll added to Anderson

1 County of \$3.5 million.
2 This project is bringing a special or a new
3 technology to this company. They will be moving into
4 the existing building they already have. It will be in
5 vacant space. And the subsequent project two will also
6 go into that same vacant space.
7 Thank you, Mr. Chairman.
8 TOMMY DUNN: Thank you. Do
9 we have a motion to move this forward?
10 CINDY WILSON: So moved.
11 TOMMY DUNN: Motion by Ms.
12 Wilson. Do we have a second?
13 BRETT SANDERS: Second.
14 TOMMY DUNN: Second by
15 Councilman Sanders. Open the floor up for discussion.
16 All in favor of the motion show of hands. All opposed
17 like sign. Show the motion carries unanimously.
18 We're going to move on to item number (c),
19 2026-011, an Ordinance to transfer an easement interest
20 in real property, located at the Anderson County Sports
21 & Entertainment Center, to Duke Energy Carolinas, LLC;
22 and other matters related thereto. Title only.
23 Mr. Burns, do you want to talk about -- or Jordan?
24 JORDAN THAYER: Thank you, Mr.
25 Chairman, members of Council. They're adding a storage
26 facility at the Civic Center, and this would allow the
27 power to get to the storage facility for our employees.
28 TOMMY DUNN: Thank you.
29 Do we have a motion to move this forward?
30 CINDY WILSON: So moved.
31 TOMMY DUNN: Motion by
32 Councilman Elgin; second Ms. Wilson. Open the floor up
33 for discussion.
34 CINDY WILSON: Just a quick
35 clarification. So this is basically the same footprint
36 that we were looking at for them before?
37 JORDAN THAYER: So I'm not sure
38 which one you were looking at before. I'll get with
39 Renee to give you ---
40 TOMMY DUNN: No, ma'am, this
41 is, this is new.
42 RUSTY BURNS: This is ---
43 TOMMY DUNN: This is, this
44 is on our own property. If you build a house, you got
45 to sign a piece of paper, and correct me if I'm wrong,
46 to get power to a building that we own.
47 CINDY WILSON: Okay.
48 TOMMY DUNN: It's our
49 property. All we're doing is giving them right of way
50 to put power to our building.

1 CINDY WILSON: Oh, okay.
2 JORDAN THAYER: Right. Yep.
3 TOMMY DUNN: That clear it
4 up? Okay. Anything else? Anymore discussion? All in
5 favor of the motion show of hands. All opposed like
6 sign. Show the motion carries unanimously.
7 Moving on to number 8(a), 2026-009, a Resolution
8 authorizing the execution and delivery of an inducement
9 agreement by and between Anderson County, South
10 Carolina and Project Flyrod #1 hereby, under certain
11 conditions, Anderson County will execute a fee in lieu
12 of tax and special source credit agreement with respect
13 to a project in the county whereby the project would be
14 subject to payment of certain fees in lieu of taxes,
15 and whereby Project Flyrod #1 will be provided certain
16 credits against fee payments in reimbursement of
17 investment in related qualified infrastructure; and
18 providing for related matters.
19 Mr. Nelson, this is the same project you just
20 talked about.
21 BURRISS NELSON: Exactly.
22 That's right.
23 TOMMY DUNN: If you've got
24 anything you want to add or say anything?
25 BURRISS NELSON: Yes, sir, it's
26 just a summary of the agreement, is all the resolution
27 is. But thank you.
28 TOMMY DUNN: And I know you
29 give it to us, but just for the record, what will these
30 taxes be on this building now?
31 BURRISS NELSON: They're paying
32 a substantial amount because they're already in that
33 building.
34 TOMMY DUNN: Yep.
35 CINDY WILSON: You have it
36 projected for '27 the additional taxes?
37 TOMMY DUNN: Yes, ma'am.
38 BURRISS NELSON: Yeah.
39 CINDY WILSON: 91,357.
40 BURRISS NELSON: 91,357 and ---
41 TOMMY DUNN: I always say,
42 people get a bad -- that when you do a fee in lieu of
43 there ain't nobody paying taxes. That's not right,
44 because they are.
45 BURRISS NELSON: And they're
46 already paying this -- it's there; 383,000 a year.
47 TOMMY DUNN: Thank you.
48 Anyone else? Do we have a motion to move this forward?
49 CINDY WILSON: So moved.
50 BRETT SANDERS: So moved.

1 TOMMY DUNN: Motion by Mr.
2 Sanders; second by Ms. Wilson. Open the floor up for
3 discussion. All in favor of the motion show of hands.
4 All opposed like sign. Show the motion carries
5 unanimously.
6 Thank you, Mr. Nelson, you and your team.
7 BURRISS NELSON: Thank you for
8 your support.
9 TOMMY DUNN: Moving on to
10 item number 9(a), vehicle donation. 2013 Chevy Tahoe
11 to the town of Iva. Do we have a motion to move this
12 forward?
13 GREG ELGIN: So moved.
14 CINDY WILSON: Second.
15 TOMMY DUNN: Motion by Mr.
16 Elgin; second by Ms. Wilson. Open the floor up for
17 discussion. Hearing none, all in favor of the motion
18 show of hands. All opposed like sign. Show the motion
19 carries unanimously.
20 Moving on to number 9(b), 2013 Chevy Tahoe to Sandy
21 Springs Fire Department. Do we have a motion to move
22 this forward?
23 CINDY WILSON: So moved.
24 BRETT SANDERS: So moved.
25 TOMMY DUNN: Motion by Mr.
26 Sanders; second Ms. Wilson. Open the floor up for
27 discussion. All in favor of the motion show of hands.
28 All opposed like sign. Show the motion carries
29 unanimously.
30 We're going to move on to requests by Council
31 members. Mr. Davis, Jimmy Davis.
32 JIMMY DAVIS: Nothing, sir.
33 TOMMY DUNN: Okay.
34 Councilman Sanders.
35 BRETT SANDERS: Yes, sir, Mr.
36 Chairman. Out of my appropriations account, I'd like
37 to give the amount of 2604.42 to Lake Hartwell Partners
38 for Clean Water. Put that in the form of a motion,
39 sir.
40 CINDY WILSON: Second.
41 TOMMY DUNN: Have a motion
42 by Mr. Sanders; and second by Ms. Wilson. Any
43 discussion? All in favor of the motion show of hands.
44 All opposed like sign. Show the motion carries
45 unanimously.
46 Councilman Glenn Davis.
47 GLENN DAVIS: Nothing at this
48 time, sir.
49 TOMMY DUNN: Thank you.
50 Councilman Elgin.

1 GREG ELGIN: Nothing at this
2 time, sir.

3 TOMMY DUNN: Thank you.
4 Councilman Sullivan.

5 CHRIS SULLIVAN: Nothing at this
6 time, sir.

7 TOMMY DUNN: Thank you.
8 Councilman Wilson.

9 CINDY WILSON: None at this
10 time. Thank you.

11 TOMMY DUNN: Out of District
12 Five's special appropriations account, I'd like to
13 appropriate \$2,604.42 to the Lake Hartwell Partners for
14 Clean Water. They do an excellent job helping clean up
15 Lake Hartwell and keeping our shores. Appreciate what
16 they do. Put that in the form of a motion.

17 BRETT SANDERS: Second.
18 GREG ELGIN: Second.
19 TOMMY DUNN: Second
20 Councilman Sanders. Any discussion? All in favor of
21 the motion show of hands. All opposed like sign. Show
22 the motion carries unanimously.

23 Moving on to item number 11, administrator's
24 report.

25 RUSTY BURNS: Nothing at this
26 time, Mr. Chairman.

27 TOMMY DUNN: Thank you.
28 Moving on to citizens' comments. When Mr. Harmon
29 calls your name, again, for the record, state your name
30 and district for the record. You have three minutes.
31 And please address the chair. Mr. Harmon.

32 LEON HARMON: Mr. Chairman,
33 no one is signed up to speak.

34 TOMMY DUNN: Thank you, Mr.
35 Harmon.

36 Number 13, remarks from Council members.
37 Councilman Jimmy Davis.

38 JIMMY DAVIS: Thank you, Mr.
39 Chair. I'll try to be brief on this.

40 I just want to say that I always get a good feeling
41 when we have people out representing our Council -- our
42 county well. And I had the opportunity to go up to a
43 concert in Pickens County in Liberty at the Pickens
44 County Performing Arts Center last Friday night. And
45 Vets Helping Vets was there doing the parking for it
46 and taking up donations. And there was a good mention
47 that they are from Anderson County, and they
48 represented as well. And I want to thank all the hard
49 work Vets Helping Vets does across the whole entire
50 upstate.

1 Chairman. Two quick things. One, I wanted to give a
 2 shout out to Jonathan Fox and the Roads and Bridges
 3 crew. Last night, apparently, on Facebook, I got
 4 notified that there was a pothole on Oak Hill Drive,
 5 and that is one of these roads that has probably about
 6 the maximum amount of traffic that road can take. And
 7 so any major issue to that road either damaged a bunch
 8 of cars back there, but first thing this morning, by
 9 nine o'clock, that thing was fixed. He texted me, if
 10 my crew can't get to it, I'll do it myself. I rode by
 11 there at 9:30. It was done like it never happened. So
 12 huge, huge asset to Anderson County having that crew
 13 there. They do a lot, and they don't get near the
 14 credit, I don't think, they deserve.

15 The other thing, I got to tour Harbor Freight today
 16 out at exit 35. I'm amazed at what all is going on at
 17 exit 35 back there. And it's beautiful. It's clean.
 18 All these companies that are back there, these
 19 manufacturers, it's pristine. They had the landscaping
 20 in place. But Harbor Freight is a testing and
 21 engineering center. State of the art, a huge part -- I
 22 think a bunch of Anderson residents that were going to
 23 work there kind of forced them to bring that to
 24 Anderson versus another state. So huge point of pride
 25 for Anderson. I love what all is going on back there,
 26 and I was very impressed.

27 So thank you, Mr. Chairman.

28 TOMMY DUNN:

Thank you.

29 Ms. Wilson.

30 CINDY WILSON:

Thank you, Mr.

31 Chairman. I have to ditto what you say about our Roads
 32 and Bridges department. They are just amazing, and
 33 sometimes it seems like a miraculous fix on some of the
 34 problems.

35 But on the signs, it is illegal to have signs and
 36 Matthew Stipe in Code Enforcement, people pick up about
 37 100 a week, I think. Obviously that's inadequate.

38 And we're so thankful to have had rain this week.
 39 I drove by the lake the other day, and in the dead of
 40 winter, it's perilously low.

41 I was also concerned about reading that we have
 42 hogs at the airport. Do we have -- we may need to have
 43 a big barbecue out there. How dangerous can it be when
 44 those things are running out across the runway? Do we
 45 have someone trying to trap them?

46 RUSTY BURNS:

Yes, ma'am.

47 CINDY WILSON:

Shooting them

48 is a good idea.

49

INAUDIBLE COMMENT

50

CINDY WILSON:

I'll bring the

1 coleslaw. Thank you.

2 TOMMY DUNN: Thank you.

3 Couple things. Everybody got a copy of this. I don't
4 know if everybody had a chance to see it yet or not.
5 But things that's people's perspective or whatnot. But
6 our museum director, who I think, does a great job, Ms.
7 Beverly Childs, had a couple come over from Greenville
8 Saturday, looked at our museum. This is the comment
9 they made to her, I can't believe how clean your county
10 is. Greenville is so dirty compared to every place we
11 have been in Anderson. I did tell him we have county-
12 wide trash pickup days along the roads. But that's
13 just one perspective. Good thing to hear something
14 good every once in a while. I hear a lot.

15 And as Ms. Wilson said, it's illegal now to put
16 signs out. We've got a sign ordinance. Mr. Burns can
17 get together and we can work with him by having -- we
18 done this a few years ago, had a county-wide sign
19 cleanup week, and we like to got our houses burned down
20 because some people got on private property and picked
21 up some signs, what you call it. Then they got some
22 real estate signs. But that is something we can work
23 on. We can get, we can get straightened out, and we
24 can do. There is an ordinance there, but we've got to
25 enforce it. I mean, we done this before, educate some
26 people and get what you call it. It's a good thing.

27 Appreciate everybody. Meeting be adjourned.

28

29

(MEETING ADJOURNED AT 6:51 P.M.)

ORDINANCE NO. 2025-043

AN ORDINANCE TO AMEND THE ANDERSON COUNTY LAND USE ORDINANCE, BY ADDING SECTION 24-153, TO PROVIDE REGULATIONS FOR SOLAR ENERGY FACILITIES IN THE UNINCORPORATED PART OF ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council finds it in the public interest to establish regulations for the siting, construction, and operation of solar energy facilities in a manner that promotes economic development while protecting the health, safety, and general welfare of the citizens of Anderson County; and

WHEREAS, Anderson County Council recognizes the importance of renewable energy as part of the County's economic growth and environmental stewardship; and

WHEREAS, Anderson County Council desires to adopt land use standards to ensure that solar energy facilities are developed in a responsible manner consistent with surrounding land uses.

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 24-153, which section shall read as follows:

Section 24-153. SOLAR ENERGY FACILITIES

(A) Intent.

To facilitate the siting, construction, installation, and operation of solar energy facilities in Anderson County in a manner that promotes economic development and ensures the protection of the health, safety, and general welfare of the citizens while avoiding adverse impacts to adjacent land uses and property owners.

(B) Purpose.

This section is adopted for the following purposes:

- (1) To promote alternative and sustainable energy sources in Anderson County;
- (2) To preserve the dignity and aesthetic quality of the natural and built environment;
- (3) To conserve and ensure access to the County's natural and scenic

resources; and

(4) To preserve the physical integrity of land in close proximity to residential areas.

(C) Definitions.

(1) ABANDONMENT. To give up, discontinue, withdraw from. Any solar energy facility that ceases to produce energy on a continuous basis for 12 months will be considered abandoned.

(2) DECOMMISSIONING. The removal and proper disposal of solar energy equipment, facilities, or devices located on real property utilized by or in a solar energy facility. This includes the reasonable restoration of the property upon which such solar energy equipment, facilities, or devices are located, including, but not limited to: soil stabilization and revegetation of the ground cover of the real property disturbed by the installation of such equipment, facilities, or devices. "Solar energy equipment" means electrical material, hardware, inverters, conduit, storage devices, footings, braces, stands, or any other equipment to any electric grid equipment associated with the operation of a solar energy system.

(3) DECOMMISSIONING PLAN. A document that details the planned shut down or removal of a solar energy facility from operation or usage.

(4) SOLAR ENERGY FACILITY. An energy generating facility or area principally used to convert solar energy to electricity, which includes, but is not limited to, the use of one or more solar energy systems. This definition shall exclude those facilities that are installed on the roof of a building, where the primary purpose of such building is not for the commercial production of solar energy.

(D) SITE PLAN. Site plans shall be prepared by a licensed land surveyor, landscape architect, or engineer in the State of South Carolina, in accordance with Section 24-139. Plans must be sealed by the licensed professional.

(E) SETBACKS.

- (1) 100 feet from all property lines and public rights of way;
- (2) 200 feet from the nearest residence, church, or school;
- (3) 500 feet from all public rights-of-way along a designated South Carolina Scenic Byway.

Setback distances are to the fence and are inclusive of the vegetation buffer.

(F) HEIGHT.

The maximum height of all equipment shall not exceed 15 feet in height. This provision shall not include the interconnection poles, substation

equipment, or other devices necessary for the electricity to be delivered to the utility grid.

(G) SCREENING.

Solar energy facilities shall be screened from adjacent public road rights of way, residences, churches or schools with a vegetative buffer and fence or wall with the following specifications:

- (1) a vegetative buffer shall be installed adjacent to and along all sides of the solar energy system farm;
- (2) the vegetation shall be planted in two staggered rows at a spacing interval between eight feet and ten feet on center and reach at least six feet in height over a three-year growing season and not less than fifteen feet in height over a six year growing season and not less than twenty feet in height at maturity or two feet higher than the highest panel, whichever is greater; and
- (3) the vegetation shall include low-lying vegetation to fill gaps between taller vegetation.

(H) GLARE STANDARDS.

- (1) The design and construction of solar energy facilities shall not produce light emissions, either direct or indirect (reflective), that would interfere with pilot vision and/or traffic control operations of airports located within five nautical miles of the proposed solar energy facility.
- (2) Solar energy facilities equipment is to be designed and located in a way to avoid directing glare or reflection onto adjacent properties and roadways and shall not interfere with vehicle traffic or create a safety hazard.

(I) LIGHTING. All lighting shall be shielded or directed in a downward position to prevent noxious glare. A light fixture is required at the ends of all turnarounds.

(J) FENCING. Fencing shall be at least six feet in height to secure the perimeter. The fence shall be secure at all times.

(K) SIGNAGE. A warning sign concerning voltage must be placed at the main gate to include the address and name of the solar energy system operator and a twenty-four hour phone number for the solar energy system in case of an emergency.

(L) CODE COMPLIANCE. The plans, engineering and design of the solar energy facility shall adhere to the applicable sections of the Building Codes in effect at the time of construction.

(M) FIRE CODE COMPLIANCE

1. **International Fire Code (IFC).**

All Solar Energy Facilities shall comply with the currently adopted edition of the **International Code Council International Fire Code (IFC)** as adopted by the State of South Carolina, including but not limited to:

- IFC Section 1204 – Solar Photovoltaic Power Systems
- IFC Section 1206 – Electrical Energy Storage Systems
- IFC Chapter 5 – Fire Service Features
- IFC Section 503 – Fire Apparatus Access Roads
- IFC Section 507 – Fire Protection Water Supplies

2. **Battery Energy Storage Systems (BESS).**

Any facility incorporating battery storage shall comply with:

- IFC Section 1206 (Electrical Energy Storage Systems)
- Hazard mitigation analysis requirements
- Explosion control and fire suppression standards
- Separation distances and thermal runaway protections

3. **NFPA Standards.**

Battery Energy Storage Systems shall comply with **National Fire Protection Association NFPA 855 – Standard for the Installation of Stationary Energy Storage Systems**, including:

- Fire detection and suppression requirements
- Deflagration hazard mitigation
- Thermal runaway management
- Maximum allowable quantities (MAQs)
- Separation distances
- Emergency planning and response coordination

4. **Conflict of Standards.**

Where conflicts occur between the IFC, NFPA 855, and this Ordinance, the more stringent requirement shall apply.

(N) Emergency Response Plan (ERP)

1. Submission Required.

Prior to issuance of a Land Disturbance Permit or Building Permit, the applicant shall submit an Emergency Response Plan approved by the County Fire Marshal.

2. Required Contents.

The ERP shall include, at minimum:

- Site layout identifying access roads meeting IFC Section 503
- Electrical disconnect locations compliant with IFC Section 1204
- BESS hazard mitigation analysis (if applicable)
- Fire suppression systems per IFC and NFPA 855
- 24-hour emergency contact information
- Procedures for battery thermal runaway events
- Severe weather and wildfire response protocols

3. Distribution.

The approved ERP shall be distributed to all responding fire districts and emergency agencies prior to issuance of a Certificate of Occupancy.

(O) Training Requirements

1. The owner/operator shall provide initial training for local fire and emergency personnel prior to commercial operation.

2. Training shall address:

- Solar PV system hazards under IFC Section 1204
- BESS hazards and thermal runaway risks under NFPA 855
- Lockout/tagout procedures
- Emergency shutdown operations

3. Refresher training shall be provided upon request, not more than once every two (2) years.

(P) AVIATION NOTIFICATION.

(1) For consideration of potential impacts to civilian flight paths for airport operations located within five nautical miles from an airport listed in the National Plan of Integrated Airport Systems, notification of intent to construct a solar energy facility shall be sent to the airport manager or designated official and the appropriate Federal Aviation Administration's (FAA) Airport District Office (ADO). Notification shall include location of solar energy facility (i.e. map, latitude and longitude coordinates, address or parcel ID), technology (i.e. roof-mounted solar photovoltaic, ground-mounted fixed PV, tracked PV, solar thermal etc.) and the area of system (e.g. ten acres). Proof of delivery of notification and date of delivery shall be submitted with permit application. The airport must be given 30 days for review.

(2) In addition to providing notification of intent to construct a solar energy facility, the proponent of the solar energy facility shall use the latest version of the Solar Glare Hazard Analysis Tool (SGHAT), per its user's manual, to evaluate the solar glare aviation hazard on airports meeting the criteria described above. The full report for each flight path and observation point, as well as the contact information for the Zoning Administrator, shall be sent to the authorities described above at least 30 days prior to site plan approval. Proof of delivery of notification and date of delivery shall be submitted with permit application.

(3) Any applicable solar energy facility design changes (e.g. module tilt, module reflectivity, etc.) after initial submittal must be rerun in the SGHAT tool and the new full report must be sent without undue delay to the contact specified above for accurate records of the as-built system.

(4) The solar energy facility design shall comply with all FAA rules and regulations.

(Q) DECOMMISSIONING.

The performance guarantee and decommissioning plan requirements below ensure costs associated with the restoration or stabilization of a site for future use after a solar energy facility use has been discontinued.

(1) The applicant and its successors and assigns shall be jointly and severally liable for all decommissioning obligations. Decommissioning obligations shall run with the land and shall survive termination of an Agreement, cessation of operations, dissolution, bankruptcy, foreclosure, or transfer of the facility.

(2) Performance guarantee.

(a) Prior to issuance of a building permit, the applicant must provide the county with a performance guarantee in the form of a bond, irrevocable letter

of credit and agreement, or other financial security acceptable to the county in the amount of 125% of the estimated decommission cost exclusive of any salvage value of the solar energy facility components. Estimates shall be determined by an engineer licensed to practice in South Carolina.

(b) All performance bonds must renew automatically; provide a minimum 90-day notice to the county prior to cancellation; be approved by the Planning Director or his/her designee; and be provided by a company on the U.S. Department of Treasury's Listing of Certified Companies.

(c) The county will request a new engineer's estimate of probable cost of decommissioning every five years from the initial submission. The bond, letter of credit, or other financial security acceptable to the county shall be adjusted upward or downward, as necessary.

(2) Decommissioning plan. A decommissioning plan addressing the following items and signed by both the party responsible for decommissioning and the landowner (if different) shall be recorded in the Anderson County Register of Deeds prior to the issuance of a building permit. The decommissioning plan shall be reviewed by staff for compliance with the requirements below prior to any party signatures and recordation of the document.

(a) List the type of panels, storage facilities, and materials to be installed at the site.

(b) Restoration plan to properly restore or stabilize the property for future use, as determined by the Zoning Administrator.

(c) Removal of solar panels, buildings, cabling, electrical components, roads, and any other associated facilities.

(d) Defined conditions upon which decommissioning will be initiated (i.e. end of land lease, no power production for 12 months, abandonment, etc.).

(e) The timeframe for completion of decommissioning activities. The maximum time permitted for decommissioning and restoring the site shall be six months.

(f) Description of any agreement (e.g. lease) with landowner regarding decommissioning and acknowledgment by the land owner, that he or she shall be held ultimately responsible for decommissioning and is responsible for the guarantees of item 1 above.

(g) The identification of the party currently responsible for decommissioning.

(h) Estimated cost of site restoration prepared by and stamped or sealed by an engineer licensed to practice in South Carolina.

(i) Plans for periodically updating the decommissioning plan.

(R) ABANDONMENT.

(1) Should a solar energy facility cease to produce energy on a continuous basis for 12 months, it will be considered abandoned unless the current responsible party provides substantial evidence (updated every three months after 12 months of no energy production) to the Planning Director or his/her designee of the intent to maintain and reinstate the operation of that facility.

(2) Upon determination of abandonment, the Planning Director or his/her designee shall notify the responsible party that they must remove the solar energy facility and properly restore or stabilize the property for future use within six months of the notice.

(3) If the responsible party fails to comply after six months from the date of notice, the county may pursue all actions available at law or in equity, including, but not limited to; breach of contract, specific performance, mandatory injunctions, fines, abatement, nuisance, liens, assessments and judicial sale of the property.

(S) REVIEW, PUBLIC HEARING. Plan review and public hearing shall be in accordance with Section 24-140.

(T) PROJECT COMPLETION REQUIREMENT.

(a) Timeframe for Completion.

Any solar energy facility approved pursuant to this Section shall be substantially constructed and operational within **four (4) years** from the date of final County approval, which shall be defined as the date of third reading by County Council and approval of the site plan.

(b) Failure to Complete.

If the solar energy facility is not substantially constructed and operational within four (4) years, the approval shall automatically expire and be deemed null and void unless an extension has been granted pursuant to subsection (c) below.

(c) Extensions.

The applicant may request, in writing, a one-time extension of up to twelve (12) months for good cause shown. The request must be submitted to the Planning Director prior to the expiration of the original four-year period. The Planning Director may approve such extension upon a finding that the applicant has made substantial progress toward development and that circumstances beyond the applicant's control have delayed completion.

(d) Effect of Expiration.

Upon expiration of approval, any future development of the solar energy facility shall require submission of a new application and full compliance with all ordinances and regulations in effect at the time of reapplication.

(U) ENFORCEMENT.

Any person found to be in violation of any provision of this section shall be subject to the penalties enumerated in § Section 1-7 of the Anderson County Code.

2. The provisions of this ordinance shall be effective under the pending ordinance from the date of first reading of the ordinance.
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 3rd day of March, 2026.

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: September 16, 2025

Second Reading: February 3, 2026

Third Reading: March 3, 2026

Public Hearing: March 3, 2026

ORDINANCE NO. 2025-043

AN ORDINANCE TO AMEND THE ANDERSON COUNTY LAND USE ORDINANCE, BY ADDING SECTION 24-153, TO PROVIDE REGULATIONS FOR SOLAR ENERGY FACILITIES IN THE UNINCORPORATED PART OF ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council finds it in the public interest to establish regulations for the siting, construction, and operation of solar energy facilities in a manner that promotes economic development while protecting the health, safety, and general welfare of the citizens of Anderson County; and

WHEREAS, Anderson County Council recognizes the importance of renewable energy as part of the County's economic growth and environmental stewardship; and

WHEREAS, Anderson County Council desires to adopt land use standards to ensure that solar energy facilities are developed in a responsible manner consistent with surrounding land uses.

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 24-153, which section shall read as follows:

Section 24-153. SOLAR ENERGY FACILITIES

(A) Intent.

To facilitate the siting, construction, installation, and operation of solar energy facilities in Anderson County in a manner that promotes economic development and ensures the protection of the health, safety, and general welfare of the citizens while avoiding adverse impacts to adjacent land uses and property owners.

(B) Purpose.

This section is adopted for the following purposes:

- (1) To promote alternative and sustainable energy sources in Anderson County;
- (2) To preserve the dignity and aesthetic quality of the natural and built environment;
- (3) To conserve and ensure access to the County's natural and scenic

resources; and

(4) To preserve the physical integrity of land in close proximity to residential areas.

(C) Definitions.

(1) ABANDONMENT. To give up, discontinue, withdraw from. Any solar energy facility that ceases to produce energy on a continuous basis for 12 months will be considered abandoned.

(2) DECOMMISSIONING. The removal and proper disposal of solar energy equipment, facilities, or devices located on real property utilized by or in a solar energy facility. This includes the reasonable restoration of the property upon which such solar energy equipment, facilities, or devices are located, including, but not limited to: soil stabilization and revegetation of the ground cover of the real property disturbed by the installation of such equipment, facilities, or devices. "Solar energy equipment" means electrical material, hardware, inverters, conduit, storage devices, footings, braces, stands, or any other equipment to any electric grid equipment associated with the operation of a solar energy system.

(3) DECOMMISSIONING PLAN. A document that details the planned shut down or removal of a solar energy facility from operation or usage.

(4) SOLAR ENERGY FACILITY. An energy generating facility or area principally used to convert solar energy to electricity, which includes, but is not limited to, the use of one or more solar energy systems. This definition shall exclude those facilities that are installed on the roof of a building, where the primary purpose of such building is not for the commercial production of solar energy.

(D) SITE PLAN. Site plans shall be prepared by a licensed land surveyor, landscape architect, or engineer in the State of South Carolina, in accordance with Section 24-139. Plans must be sealed by the licensed professional.

(E) SETBACKS.

- (1) 100 feet from all property lines and public rights of way;
- (2) 200 feet from the nearest residence, church, or school;
- (3) 500 feet from all public rights-of-way along a designated South Carolina Scenic Byway.

Setback distances are to the fence and are inclusive of the vegetation buffer.

(F) HEIGHT.

The maximum height of all equipment shall not exceed 15 feet in height. This provision shall not include the interconnection poles, substation

equipment, or other devices necessary for the electricity to be delivered to the utility grid.

(G) SCREENING.

Solar energy facilities shall be screened from adjacent public road rights of way, residences, churches or schools with a vegetative buffer and fence or wall with the following specifications:

- (1) a vegetative buffer shall be installed adjacent to and along all sides of the solar energy system farm;
- (2) the vegetation shall be planted in two staggered rows at a spacing interval between eight feet and ten feet on center and reach at least six feet in height over a three-year growing season and not less than fifteen feet in height over a six year growing season and not less than twenty feet in height at maturity or two feet higher than the highest panel, whichever is greater; and
- (3) the vegetation shall include low-lying vegetation to fill gaps between taller vegetation.

(H) GLARE STANDARDS.

- (1) The design and construction of solar energy facilities shall not produce light emissions, either direct or indirect (reflective), that would interfere with pilot vision and/or traffic control operations of airports located within five nautical miles of the proposed solar energy facility.
- (2) Solar energy facilities equipment is to be designed and located in a way to avoid directing glare or reflection onto adjacent properties and roadways and shall not interfere with vehicle traffic or create a safety hazard.

(I) LIGHTING. All lighting shall be shielded or directed in a downward position to prevent noxious glare. A light fixture is required at the ends of all turnarounds.

(J) FENCING. Fencing shall be at least six feet in height to secure the perimeter. The fence shall be secure at all times.

(K) SIGNAGE. A warning sign concerning voltage must be placed at the main gate to include the address and name of the solar energy system operator and a twenty-four hour phone number for the solar energy system in case of an emergency.

(L) CODE COMPLIANCE. The plans, engineering and design of the solar energy facility shall adhere to the applicable sections of the Building Codes in effect at the time of construction.

(M) FIRE CODE COMPLIANCE

1. **International Fire Code (IFC).**

All Solar Energy Facilities shall comply with the currently adopted edition of the **International Code Council International Fire Code (IFC)** as adopted by the State of South Carolina, including but not limited to:

- IFC Section 1204 – Solar Photovoltaic Power Systems
- IFC Section 1206 – Electrical Energy Storage Systems
- IFC Chapter 5 – Fire Service Features
- IFC Section 503 – Fire Apparatus Access Roads
- IFC Section 507 – Fire Protection Water Supplies

2. **Battery Energy Storage Systems (BESS).**

Any facility incorporating battery storage shall comply with:

- IFC Section 1206 (Electrical Energy Storage Systems)
- Hazard mitigation analysis requirements
- Explosion control and fire suppression standards
- Separation distances and thermal runaway protections

3. **NFPA Standards.**

Battery Energy Storage Systems shall comply with **National Fire Protection Association NFPA 855 – Standard for the Installation of Stationary Energy Storage Systems**, including:

- Fire detection and suppression requirements
- Deflagration hazard mitigation
- Thermal runaway management
- Maximum allowable quantities (MAQs)
- Separation distances
- Emergency planning and response coordination

4. **Conflict of Standards.**

Where conflicts occur between the IFC, NFPA 855, and this Ordinance, the more stringent requirement shall apply.

(N) Emergency Response Plan (ERP)

1. Submission Required.

Prior to issuance of a Land Disturbance Permit or Building Permit, the applicant shall submit an Emergency Response Plan approved by the County Fire Marshal.

2. Required Contents.

The ERP shall include, at minimum:

- Site layout identifying access roads meeting IFC Section 503
- Electrical disconnect locations compliant with IFC Section 1204
- BESS hazard mitigation analysis (if applicable)
- Fire suppression systems per IFC and NFPA 855
- 24-hour emergency contact information
- Procedures for battery thermal runaway events
- Severe weather and wildfire response protocols

3. Distribution.

The approved ERP shall be distributed to all responding fire districts and emergency agencies prior to issuance of a Certificate of Occupancy.

(O) Training Requirements

1. The owner/operator shall provide initial training for local fire and emergency personnel prior to commercial operation.

2. Training shall address:

- Solar PV system hazards under IFC Section 1204
- BESS hazards and thermal runaway risks under NFPA 855
- Lockout/tagout procedures
- Emergency shutdown operations

3. Refresher training shall be provided upon request, not more than once every two (2) years.

(P) AVIATION NOTIFICATION.

(1) For consideration of potential impacts to civilian flight paths for airport operations located within five nautical miles from an airport listed in the National Plan of Integrated Airport Systems, notification of intent to construct a solar energy facility shall be sent to the airport manager or designated official and the appropriate Federal Aviation Administration's (FAA) Airport District Office (ADO). Notification shall include location of solar energy facility (i.e. map, latitude and longitude coordinates, address or parcel ID), technology (i.e. roof-mounted solar photovoltaic, ground-mounted fixed PV, tracked PV, solar thermal etc.) and the area of system (e.g. ten acres). Proof of delivery of notification and date of delivery shall be submitted with permit application. The airport must be given 30 days for review.

(2) In addition to providing notification of intent to construct a solar energy facility, the proponent of the solar energy facility shall use the latest version of the Solar Glare Hazard Analysis Tool (SGHAT), per its user's manual, to evaluate the solar glare aviation hazard on airports meeting the criteria described above. The full report for each flight path and observation point, as well as the contact information for the Zoning Administrator, shall be sent to the authorities described above at least 30 days prior to site plan approval. Proof of delivery of notification and date of delivery shall be submitted with permit application.

(3) Any applicable solar energy facility design changes (e.g. module tilt, module reflectivity, etc.) after initial submittal must be rerun in the SGHAT tool and the new full report must be sent without undue delay to the contact specified above for accurate records of the as-built system.

(4) The solar energy facility design shall comply with all FAA rules and regulations.

(Q) DECOMMISSIONING.

The performance guarantee and decommissioning plan requirements below ensure costs associated with the restoration or stabilization of a site for future use after a solar energy facility use has been discontinued.

(1) The applicant and its successors and assigns shall be jointly and severally liable for all decommissioning obligations. Decommissioning obligations shall run with the land and shall survive termination of an Agreement, cessation of operations, dissolution, bankruptcy, foreclosure, or transfer of the facility.

(2) Performance guarantee.

(a) Prior to issuance of a building permit, the applicant must provide the county with a performance guarantee in the form of a bond, irrevocable letter

of credit and agreement, or other financial security acceptable to the county in the amount of 125% of the estimated decommission cost exclusive of any salvage value of the solar energy facility components. Estimates shall be determined by an engineer licensed to practice in South Carolina.

(b) All performance bonds must renew automatically; provide a minimum 90-day notice to the county prior to cancellation; be approved by the Planning Director or his/her designee; and be provided by a company on the U.S. Department of Treasury's Listing of Certified Companies.

(c) The county will request a new engineer's estimate of probable cost of decommissioning every five years from the initial submission. The bond, letter of credit, or other financial security acceptable to the county shall be adjusted upward or downward, as necessary.

(2) Decommissioning plan. A decommissioning plan addressing the following items and signed by both the party responsible for decommissioning and the landowner (if different) shall be recorded in the Anderson County Register of Deeds prior to the issuance of a building permit. The decommissioning plan shall be reviewed by staff for compliance with the requirements below prior to any party signatures and recordation of the document.

(a) List the type of panels, storage facilities, and materials to be installed at the site.

(b) Restoration plan to properly restore or stabilize the property for future use, as determined by the Zoning Administrator.

(c) Removal of solar panels, buildings, cabling, electrical components, roads, and any other associated facilities.

(d) Defined conditions upon which decommissioning will be initiated (i.e. end of land lease, no power production for 12 months, abandonment, etc.).

(e) The timeframe for completion of decommissioning activities. The maximum time permitted for decommissioning and restoring the site shall be six months.

(f) Description of any agreement (e.g. lease) with landowner regarding decommissioning and acknowledgment by the land owner, that he or she shall be held ultimately responsible for decommissioning and is responsible for the guarantees of item 1 above.

(g) The identification of the party currently responsible for decommissioning.

(h) Estimated cost of site restoration prepared by and stamped or sealed by an engineer licensed to practice in South Carolina.

(i) Plans for periodically updating the decommissioning plan.

(R) ABANDONMENT.

(1) Should a solar energy facility cease to produce energy on a continuous basis for 12 months, it will be considered abandoned unless the current responsible party provides substantial evidence (updated every three months after 12 months of no energy production) to the Planning Director or his/her designee of the intent to maintain and reinstate the operation of that facility.

(2) Upon determination of abandonment, the Planning Director or his/her designee shall notify the responsible party that they must remove the solar energy facility and properly restore or stabilize the property for future use within six months of the notice.

(3) If the responsible party fails to comply after six months from the date of notice, the county may pursue all actions available at law or in equity, including, but not limited to; breach of contract, specific performance, mandatory injunctions, fines, abatement, nuisance, liens, assessments and judicial sale of the property.

(S) REVIEW, PUBLIC HEARING. Plan review and public hearing shall be in accordance with Section 24-140.

(T) PROJECT COMPLETION REQUIREMENT.

(a) Timeframe for Completion.

Any solar energy facility approved pursuant to this Section shall be substantially constructed and operational within **four (4) years** from the date of final County approval, which shall be defined as the date of third reading by County Council and approval of the site plan.

(b) Failure to Complete.

If the solar energy facility is not substantially constructed and operational within four (4) years, the approval shall automatically expire and be deemed null and void unless an extension has been granted pursuant to subsection (c) below.

(c) Extensions.

The applicant may request, in writing, a one-time extension of up to twelve (12) months for good cause shown. The request must be submitted to the Planning Director prior to the expiration of the original four-year period. The Planning Director may approve such extension upon a finding that the applicant has made substantial progress toward development and that circumstances beyond the applicant's control have delayed completion.

(d) Effect of Expiration.

Upon expiration of approval, any future development of the solar energy facility shall require submission of a new application and full compliance with all ordinances and regulations in effect at the time of reapplication.

(U) ENFORCEMENT.

Any person found to be in violation of any provision of this section shall be subject to the penalties enumerated in § Section 1-7 of the Anderson County Code.

2. The provisions of this ordinance shall be effective under the pending ordinance from the date of first reading of the ordinance.
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 _____, 2026.

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.: 2026-003

AN ORDINANCE TO AMEND DIVISION 9 (ECONOMIC ADVISORY BOARD) OF CHAPTER 2 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD A PROVISION THAT BOARD VOTING MEMBERS CANNOT HAVE AN INTEREST IN A PROPERTY ON WHICH A FEE IN LIEU OF TAX AGREEMENT OR A SPECIAL SOURCE REVENUE AGREEMENT IS PROPOSED AND TO AMEND A PROVISION REGARDING NON-VOTING MEMBERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and a corporate and political subdivision of the State of South Carolina, acting by and through the Anderson County Council, previously adopted Division 9 of Chapter 2 of the Anderson County Code;

WHEREAS, Anderson County Council adopts ordinances which approve, pursuant to state law, economic development projects involving fee in lieu of tax agreements and/or special source revenue agreements;

WHEREAS, the Economic Advisory Board considers economic development projects and provides recommendations to County Council; and

WHEREAS, the Anderson County Council desires to amend Division 9 of Chapter 2 of the Anderson County Code.

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

1. Sec. 2-654(1)(e) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 2-654(1)

e. The director or designated representative, of the Development Corporation of Anderson County.

2. Sec. 2-654 is further amended by adding a new sub-section (3) which reads as follows:

Section 2-654

(3) No voting member of the board shall have an interest in a property on which an economic development project is proposed which has a fee in lieu of tax agreement and/or a special source revenue agreement. For purposes of this section a property interest includes an individual property ownership interest; a familial ownership interest; or as a partner, shareholder, or officer in a partnership or corporation with an ownership interest in the property. If a voting member of the board has such an interest in property, the county council shall not entertain a request for a fee in lieu of tax agreement and/or

a special source revenue agreement for that property. A recusal by a board member with such a property interest does not satisfy the provisions of this section.

3. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or 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. 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.

6. 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 3rd day of March, 2026.

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

1st Reading: January 20, 2026

2nd Reading: February 3, 2026

3rd Reading: March 3, 2026

Public Hearing: March 3, 2026

ORDINANCE NO. 2026-008

AN ORDINANCE TO LEASE REAL PROPERTY TO LOVE WELL MINISTRIES TO OPERATE AN OPIOID TREATMENT FACILITY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Code requires a public hearing prior to the lease of real property; and

WHEREAS, Anderson County is the current owner of a parcel of land located at 2335 Snow Road in Anderson County and identified by tax map number 174-00-02-018; and

WHEREAS, Love Well Ministries, Inc., is a South Carolina nonprofit corporation registered with the State of South Carolina; and

WHEREAS, the property referenced will be used by Love Well Ministries for the purpose of operating an opioid treatment facility.

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

1. Anderson County desires to lease the following real property to Love Well Ministries for a nominal fee:

See Exhibit A.

2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the lease of this parcel of real property as described herein and in a form substantially similar to, and not materially different from, the lease agreement attached hereto as Exhibit A.

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 3rd day of March, 2026.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: February 3, 2026

Second Reading: February 17, 2026

Third Reading: March 3, 2026

Public Hearing: March 3, 2026

up to 2 five-year intervals. However, either party may give written notice of their intent to not automatically renew. Such notice of intent to not automatically renew must be given no later than 6 months prior to the end of the existing term.

Section 4. Authority. Lessor and Lessee each represent and warrant they have full power and authority to execute and enter into this Ground Lease for the full term herein granted under the terms and conditions provided and that this Ground Lease is a valid and binding obligation of each of them enforceable in accordance with its terms.

Section 5. Relationship of the Parties. Under no circumstances shall Lessor and Lessee be deemed or held to be partners, joint ventures, employees, or agents of the other in or concerning the Premises or the operation of an opioid abatement program thereon.

Section 7. Condition of Premises and Disclaimer of Liability. The Premises is leased in a “WHERE IS, AS IS” condition. Lessor makes no representation or warranty, express or implied, as to the condition of the Premises and expressly disclaims the same.

LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES AND HOLDS HARMLESS LESSOR AS WELL AS ITS COUNCIL MEMBERS, OFFICERS, EMPLOYEES AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES ARISING OUT OF, OR RELATED IN ANY MANNER TO, THIS GROUND LEASE OR THE USE OF THE PREMISES. NOTWITHSTANDING THE FOREGOING, LESSOR SHALL BE LIABLE FOR LOSSES, DAMAGES OR INJURIES PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF LESSOR OR ITS EMPLOYEES OR AGENTS. THE PARTIES DO, HOWEVER, HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

Section 8. Insurance.

A. **Comprehensive General Liability.** Lessee shall maintain at all times during the term of this Ground Lease comprehensive general liability insurance coverage, for terms and conditions deemed appropriate by the Lessee to protect its interests, with a minimum \$1,000,000 per occurrence limit and minimum \$2,000,000 in aggregate. Comprehensive Liability coverage for Lessee’s subcontractors, if any, shall be obtained by Lessee with a \$1,000,000 policy limit. Additionally, Lessee shall maintain at all times during the term of this Ground Lease an umbrella policy in the amount of \$1,000,000. Lessee to name Anderson County as Additional Insured on any policy protecting the premises or opioid recovery operations.

B. **Building Insurance.** Lessor will maintain insurance on the main dwelling, and any other structures if Lessor elects, at the Premises for full replacement value. Lessee shall reimburse Lessor for the costs of such policies. Lessee shall have the right to review all documents related to such insurance prior to reimbursement.

C. **Professional Insurance.** Any professional or licensed therapist working on the Premises for the purpose of conducting alcohol or drug treatment should maintain professional insurance with a minimum \$1,000,000 per occurrence limit.

D. **Comprehensive Automobile Liability.** Lessee shall maintain at all times during the term of this Ground Lease comprehensive automobile liability coverage for any automobiles used by Lessee. Coverage shall be provided with a minimum limit of \$1,000,000 combined single limit and shall cover all owned, non-owned, and hired vehicles.

E. **Workers’ Compensation Liability.** If applicable, Lessee shall maintain in force during the term of

this Lease Agreement, South Carolina statutory workers' compensation insurance coverage.

F. Builders Risk. In connection with any construction, renovations, alterations, or other improvements to all or any portion of the Building or the Premises, Lessee shall maintain in full force and effect a builders completed value risk policy of insurance (a "Builders Risk Policy") in a nonreporting form insuring against all special form risk of physical loss or damage to the Property, including, but not limited to, risk of loss from fire, windstorm, and other hazards, collapse, transit coverage, vandalism, malicious mischief, theft, earthquake, and sinkholes. The Builders Risk Policy shall include endorsements providing coverage for building materials and supplies and temporary premises. The Builders Risk Policy shall be in the amount of the full replacement value of the Property. Lessor shall be named as an additional insured under all Builders Risk Policies. The Builders Risk Policy shall include an endorsement permitting initial occupancy.

G. Policies. All Liability Insurance policies required under this agreement shall include Anderson County as additional insured under such policies of insurance. If any policy or aggregate limit is reached during the term of this agreement, then it is understood that Lessee will obtain additional policies of insurance to meet the requirements of this Section 8.

H. Certificate of Coverage. Lessee shall furnish to Lessor, within 30 days after execution of this Ground Lease, a certificate or certificates evidencing such insurance coverage with companies doing business in South Carolina and acceptable to Lessor covering:

- i. The coverage and policy limits contained herein, including Anderson County as additionally insured.
- ii. The location and the operation to which the insurance applies.
- iii. The expiration date of the policy(ies).
- iv. The name and address of the party to whom the certificates should be issued:
Anderson County
PO Box 8002
Anderson, SC 29622
Attention: County Administrator

If such coverage is canceled, reduced, or materially changed, Lessee shall within 15 days of such event notify the Lessor of such cancellation, reduction, or material change of coverage and provide a certificate showing that the required insurance has been reinstated or is being provided through another insurance company or companies.

Prior to 10 days before the expiration of any such certificate, Lessee shall deliver to the Lessor a certificate renewing or extending the terms for a period of at least 1 year, or a replacement certificate acceptable to Lessor evidencing the required insurance coverage.

I. Claims Process. Any claims against any insurance policy occurring at the Premises shall require Lessee to immediately notify Lessor. Any claim against Lessor's building insurance policy will require Lessee to reimburse Lessor for the full amount of any deductible. Lessee will not be required to reimburse Lessor for a deductible if such claim is the result of Lessor or Lessor's agent. Lessor will handle any claim and claim processing for any claim against Lessor's insurance policy.

J. Waiver of Subrogation by Lessee. Tenant waives any right of recovery against Landlord for any loss or damage to Tenant's property or the leased premises caused by fire or other insured casualty, regardless of cause, to the extent such loss is covered by Tenant's insurance. Tenant's insurance policy shall contain a waiver of subrogation in favor of Landlord.

Section 9. Environmental. Lessee and/or its employees, agents, contractors, invitees, licensees, or permittees shall not deposit or cause to be deposited Hazardous Material in or upon the Premises and shall operate the Premises in full compliance with all laws, orders, regulations, rules, ordinances, and requirements of the federal, state, county, and local governments, including all Environmental Laws.

“Hazardous Material” means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic. “Environmental Laws” means all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, and applicable to the Premises relating to the regulation and protection of human health and safety and/or the environment and natural resources.

Section 10. Improvements. Lessee may erect or modify any permanent structure on or upon the Premises. Lessee shall make any improvements, repairs, or maintenance necessary to prevent any and all damage to any building or structure upon the Premises. Lessee may install any fixture to or upon the Premises. If Lessee removes any fixture prior to the expiration or termination of this Ground Lease, then Lessee shall make any reasonable repairs to leave the Premises in as good condition as before the installation or removal of such fixture.

Section 11. Default by Lessee. If Lessee shall fail to keep or shall violate a condition or agreement in this Ground Lease, including the attached memorandum of agreement, on the part of Lessee to be performed and if either such failure or violation shall have continued for a period of 60 days after Lessee shall have received written notice by certified or registered mail from Lessor to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Lessee diligently undertakes to cure such default, then, in such event, Lessor shall have the right at its option, in addition to and not in lieu of all of the rights to which it may be entitled to hereunder and by law, to terminate this Ground Lease and re-enter and repossess the Premises.

Section 12. Default by Lessor. If Lessor shall fail to keep or shall violate a condition or agreement in this Ground Lease, including the attached memorandum of agreement, on the part of Lessor to be performed and if either such failure or violation shall have continued for a period of 60 days after Lessor shall have received written notice by certified or registered mail from Lessee to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Lessor diligently undertakes to cure such default, then, in such event Lessee may in addition to and not in lieu of all of the rights to which it may be entitled hereunder and by law, terminate this Ground Lease and turn over possession of the Premises to Lessor.

Section 13. Termination. Lessee agrees upon the expiration of the original term as specified in Section 3, or upon the earlier termination of the Ground Lease if both parties agree in writing, to quit and surrender the Premises and that all title and interest in the Premises shall vest in Lessor free and clear of the encumbrances of this Ground Lease and that the improvements on the Premises will be and become the property of Lessor.

Section 14. Notice. Any notice to be given by any party to the other pursuant to the provisions of this Ground Lease shall be given by registered or certified mail, addressed to the party for whom it is intended at the address stated below, or such other address as may have been designated in writing:

To Lessee at: Love Well Ministries, Inc.
775 Durham Brown Road
Seneca, SC 29678
Attention: Kimberly D. Matkins

To Lessor at: Anderson County
P.O. Box 8002
Anderson, South Carolina 29622
Attention: County Administrator

Section 15. Successors and Assigns. The covenants, conditions, and agreements contained in this Ground Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns; provided, however, that Lessee shall not assign, sublease, or otherwise transfer its interests herein without prior written consent of Lessor. If Lessee ceases to exist or operate as a non-profit corporation, this

Ground Lease will terminate and control of the Premises will automatically revert back to Lessor.

Section 16. Miscellaneous. This Ground Lease shall be subject to the following:

(a) There are no oral or verbal understandings among Lessor and Lessee concerning the subject matter of this Ground Lease. Any amendment, modification, or supplement to this Ground Lease must be in writing and signed by all parties.

(b) No waiver of any condition or covenant in this Ground Lease, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

(c) Whenever Lessee requests any consent, permission, or approval which may be required or desired by Lessee pursuant to the provisions hereof, Lessor shall not be arbitrary or capricious in withholding or postponing the granting of such consent, permission, or approval.

(d) All covenants, promises, conditions, and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of Lessor and Lessee and their respective legal representatives, successors, and assigns.

(e) If any portion of this Ground Lease is found to be unenforceable, it is the intention of the parties the unenforceable portions of the agreement shall be severed and that the remaining portions of this Ground Lease will be enforced.

Section 17. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to conflict of laws principles.

Section 18. Non-Appropriation. This Ground Lease is at all times subject to the appropriation of funds by the Anderson County Council. In the event of non-appropriation, this Ground Lease shall immediately terminate without further obligation or liability on the part of Lessor.

Section 19. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Ground Lease.

Section 20. Non-exclusive Lease. This Ground Lease is not an exclusive lease. Lessor may enter into the property at any time if Lessor has reason to believe any portion of the Ground Lease or incorporated memorandum of understanding are being violated or are in breach.

[TWO SIGNATURE PAGES AND ONE ATTACHMENT FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have set their hands as of the date first above written.

LESSOR:

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Anderson County Administrator

[SEAL]

Attest:

By: _____

Clerk, County Council

ADDITIONAL WITNESSES

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF ANDERSON)

The forgoing instrument was acknowledged before me by **Rusty Burns, as Administrator for Anderson County, South Carolina** and the other witness above-named this ____ day of **February, 2026**, and the subscribing witness swore to me that he is not a party to or beneficiary of this transaction.

Signature of Notary Public: _____

Name of NOTARY PUBLIC: _____

Notary Public for the State of _____

My Commission Expires: ___ / ___ / ___

Notary Stamp/Seal:

[ANDERSON COUNTY SIGNATURE PAGE]

IN WITNESS WHEREOF, the undersigned have set their hands as of the date first above written.

LESSEE:

LOVE WELL MINISTRIES, INC.

By: _____
Its: _____

ADDITIONAL WITNESSES

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ACKNOWLEDGMENT

The forgoing instrument was acknowledged before me by
_____ and the other witness above-named this **day of**
February, 2026, and the subscribing witness swore to me that he is not a party to or beneficiary
of this transaction.

Signature of Notary Public: _____

Name of NOTARY PUBLIC: _____

Notary Public for the State of _____

My Commission Expires: ___ / ___ / ___

Notary Stamp/Seal:

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this the 4th day of November, 2025, by and between the **LOVE WELL MINISTRIES, INC.**, a nonprofit corporation organized under the laws of the State of South Carolina (“the Nonprofit”) and **ANDERSON COUNTY**, a political subdivision of the State of South Carolina, (“the County”), collectively referred to herein as (“Parties”).

WHEREAS, the Nonprofit has a place of business at 212 East Shockley Ferry, Anderson, SC 29624; and

WHEREAS, the Nonprofit desires to operate an opioid abatement program on property owned by Anderson County; and

WHEREAS, Anderson County is a political subdivision of the State of South Carolina; and

WHEREAS, Anderson County desires to have the Nonprofit operate an opioid abatement program on property owned by Anderson County; and

WHEREAS, Anderson County has obtained, title to real property located at 2335 Snow Road, Anderson, SC 29621, (hereinafter “Property”) for the purpose of operating an opioid abatement program;

WHEREAS, Anderson County desires for the opioid abatement program to operate at the facility for at least 15 years; and

WHEREAS, Anderson County desires for the opioid abatement program to provide certain specified services referenced below for at least 15 years.

NOW, THEREFORE, the Parties agree to the following:

The Nonprofit agrees to:

1. Offer and provide multi-week residential care and treatment for up to 20 females at the Property;
2. Provide comprehensive wrap-around services to individuals with opioid use disorder and any co-occurring substance use disorders or mental health conditions, including housing, transportation, education, job placement, job training, or childcare;
3. Provide comprehensive wrap-around services that are evidence-based and trauma-informed;

4. Provide such services based on clinical excellence, peer connection, personal responsibility, and spiritual renewal to allow residents to heal, grow, and prepare for independent living;
5. Provide licensed behavior health services with faith-based support and life-skills development, which includes a personalized treatment plan tailored to clinical needs, personal goals, and spiritual preferences;
6. Provide such services through licensed counselors, psychiatric mental health nurse practitioners, trained recovery professionals, or peer mentors;
7. Conduct comprehensive intake and assessment, including a full biopsychosocial assessment within 24 hours of receiving a resident. A licensed provider should conduct a mental health screening using DSM-5-TR criteria, with ASAM Criteria to be used to determine the level of care. Within seven days, an individualized treatment plan should be developed, and residents oriented to the program structure, expectations, and confidentiality standards;
8. Provide evidence-based clinical treatment, which includes residents meeting weekly with a licensed therapist for individual counseling. Group therapy should occur 4-5 times per week and include topics of relapse prevention, emotional regulation, trauma recovery, healthy relationships, and self-esteem. Provide proven modalities such as cognitive behavioral therapy, acceptance and commitment therapy, motivational interviewing, and trauma-informed practices;
9. Provide residents with dual diagnoses integrated care from a psychiatric mental health nurse practitioner who provides psychiatric evaluations, medication management, and collaboration with the treatment team. Mental health and substance use disorders should be treated simultaneously to improve long-term outcomes;
10. Provide residents with faith-based recovery programs. While the faith-based recovery approach has seen great success, it will be a part of the curriculum but not be required. Residents should be invited to engage in daily devotionals, journaling, weekly Bible study, pastoral mentorship, and church attendance. The offering of hope, identity restoration, and spiritual strength should be used to assist recovery;
11. Provide five 12-step meetings weekly, weekly peer-led groups and step workshops, and encourage residents to obtain a sponsor. As residents grow in their recovery, they should be given leadership and service opportunities to build accountability and confidence;
12. Promote health through physical wellness, which includes daily movement, nutritious meals, and health education. Provide referrals to primary care, dental, vision, and

OB/GYN services as needed. Provide nutrition classes and sleep hygiene to promote wellness;

13. Provide weekly life skills classes to help residents prepare for successful reentry. Topics should include budgeting, job readiness, time management, cooking, cleaning, and self-care. By month three, provide reentry planning, employment placement, housing support, legal advocacy, and family reunification services;

14. Provide a complete personalized relapse prevention plan, which identifies triggers, coping strategies, and support systems. Provide, with the resident's consent, discharge summaries and aftercare plan with continuing care provides. Outcomes should be tracked at three- and six-month post discharge intervals;

15. Provide weekly one-on-one case management sessions with the program coordinator to address legal obligations, transportation issues, DSS involvement, employment planning, and other individualized goals. Provide monthly multidisciplinary case reviews to ensure integrated and holistic care. Ensure services and HIPPA complaint and properly documented;

16. Make any modifications to the Property to accommodate the comprehensive wrap-around services. This includes management and supervision of any necessary construction or alterations to the land or building in any way, which includes, but is not limited to, installation of a sprinkler system and occupancy improvements;

17. Provide shared living space and sleeping quarters, clinical counseling rooms for private and group therapy sessions, communal areas for multiple uses, administrative office space for staff and recordkeeping, kitchen space, dining space, laundry facilities, outdoor recreation space, and wellness activities; and

18. Maintain the Property for the above referenced uses. Additionally, to maintain the property to keep it in working, neat order and to ensure the Property is not maintained in a way that significantly reduces the property value.

Anderson County agrees to:

1. Allow the Nonprofit exclusive use of the Property, for the purpose of administering an opioid abatement program.
2. Enter into a lease agreement, upon the approval of Anderson County Council, for the lease of the property for 15 years.

This agreement will be valid from the date of signing by both parties until expiration on December 31, 2040. This agreement can be terminated for convenience by 6-month notice from the Parties by delivering a notice of termination letter to:

For Anderson County:
P.O. Box 8002
Anderson, SC 29622

For the Nonprofit:
775 Durham Brown Road
Seneca, SC 29678


Notice of termination will be deemed effective and the 6 months will begin on the day the notice of termination letter is delivered.

If any portion of this MOU is determined to be unenforceable, then Parties agree the remaining portions of the MOU shall still be enforceable.


The Nonprofit agrees to indemnify and hold harmless Anderson County for any injuries, death, or damages that occur at the Property from any resident, Nonprofit employee, or guest. This excludes any injuries, death, or damages cause by an employee or guest of Anderson County.

WITNESSETH:

Anderson County, a political subdivision of the State of South Carolina

By: 
Its: Administrator
On: 11-4-2025

Love Well Ministries, Inc., a South Carolina nonprofit corporation

By: 
Its: Executive Director
On: 11-4-2025

ORDINANCE NO. 2026-009

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, BY THE ADDITIONS OF SECTION 24-152 RELATING TO THE DEVELOPMENT OF TOWNHOME AND APARTMENT DWELLING UNITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, land use and development standards is an area of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary and appropriate to amend the land use and development standards from time to time;

WHEREAS, the Anderson County Council has authority pursuant to S.C. Code of Laws §4-9-30(9) to provide for land use and promulgate regulations related thereto; and

WHEREAS, the Anderson County Council desires to amend Chapter 24 of the Code of Ordinances, Anderson County, South Carolina, by adding Section 24-152 titled Townhome and Apartment dwelling units.

NOW, THEREFORE, be it 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 a new section, to be numbered section 24-152, which section reads as follows:

Sec. 24-152. Townhome and Apartment Living Units.

(a) Purpose.

The purposes of this section are to ensure the proper siting of such projects in relation to its surroundings, to avoid any negative fallout from improper planning and design, and to determine which such projects shall be submitted for approval and review to the Planning Commission.

(b) Definitions.

The following definitions apply to this section:

Dwelling, townhouse shall have the definition provided in Section 24-24 of the Code of Ordinances, Anderson County, South Carolina.

Dwelling, apartment shall have the definition provided in Section 24-24 of the Code of Ordinances, Anderson County, South Carolina.

(c) Application

All townhome dwelling projects, all apartment dwelling projects and any combination of townhomes/apartment dwelling projects in excess of 32

dwelling units shall be submitted to the planning commission for review and approval.

(d) Additional provisions.

The provisions of Section 24-148(c) and (d) of the Code of Ordinances, Anderson County, South Carolina, shall apply to this section.

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 _____, 2026.

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. 2026-010

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS [PROJECT FLYROD #1] 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; 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, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 20__ (the “*Inducement Agreement*”) with [TO COME], (the “*Company*”) (which was known to the County at the time as “*Project Flyrod #1*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company’s existing facilities in the County for the manufacturing of electrical switch gear and power distribution systems and related projects (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$17,840,000.00 in the County and the expected creation of approximately 53 new, full-time jobs at the Project, 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, pursuant to the Inducement Agreement, 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 Project (“*Fee Payment*”), and (b) 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

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

WHEREAS, the County and Greenville County entered into (the “*Park*”) pursuant to that certain [2010 Greenville Anderson Park Agreement] (“*Park Agreement*”); 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 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 was set out in this Ordinance in its 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 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 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 is 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 County Administrator, 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 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 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 the 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 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 the following page.)

ENACTED in meeting duly assembled this __ day of _____, 20__.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn
Chairman of County Council

Attest:

Rusty Burns
County Administrator

Renee D. Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

First Reading: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

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 _____, 20__, _____, 20__, and _____, 20__, 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.

Renee D. Watts
Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 20__

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT FLYROD #1]

Dated as of _____, 20__

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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:	[PROJECT FLYROD #1]	Project Name:	FLYROD #1
Projected Investment:	\$17,840,000.00	Projected Jobs:	53
Location (street):	[TO COME]	Tax Map No.:	[TO COME]
1. FILOT			
Required Investment:	FILOT Act Minimum Investment Requirement.		
Investment Period:	5 years		
Assessment Ratio:	6%	Term (years):	40 years
Fixed Millage:	0.35901	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section: 4.03. If the FILOT Act minimum investment is not met during the Standard Investment Period, the Fee Agreement shall be retroactively terminated.		
2. MCIP			
Included in an MCIP:	Yes.		
If yes, Name & Date:	[2010 Greenville Anderson Park]		
3. SSRC			
Total Amount:	See below.		
No. of Years	20 years		
Yearly Increments:	75% for years 1-10 and 50% for years 11-20		
Clawback information:	<p>See Section 4.02.(d) If the FILOT Act Minimum Investment Requirement is not met during the Standard Investment Period, any Special Source credits shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of Special Source Credits previously received plus interest.</p> <p>See Section 4.02.(h) If the job creation numbers are not met and/or capital investment falls short, Special Source Credits will be reduced as outlined below.</p> <ul style="list-style-type: none"> i. 53 net new jobs are not in place at the end of the third tax year, the Special Source Credits will drop to 25%; and/or ii. The capital investment of \$17,840,000 is not in place by the end of third tax year, the Special Source Credits will drop to 25%. 		
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 _____, 20__ 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, and [PROJECT FLYROD #1], a [TO COME] organized and existing under the laws of the State of [TO COME] (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 4-1-17 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 electrical switch gear and power distribution systems 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 _____, 20__, 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.

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.

“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 [PROJECT FLYROD #1], a [TO COME], 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 the FILOT Act Minimum Investment Requirement.

“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-300T 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 Company, 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.

“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 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 [2010 Greenville Anderson Park, dated as of _____, _____], 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.

“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.

“Net Park Fees” as defined in Section 2.01(f).

“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 the Land and 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 39th 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 40 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 0.35901 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2026, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

(f) Revenues generated for the MCIP from the Project through FILOT Payments to be retained by the County (“*Net Park Fees*”) under the MCIP 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 the 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 [TO COME], 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 electrical switch gear and power distribution systems and related products, 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 FILOT Act 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 FILOT Act Minimum Investment Requirement, and (iii) create approximately 53 new, full-time jobs (with benefits) 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, 2026.

(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 FILOT Act 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 39 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 0.35901 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 twenty (20) consecutive years in an amount equal to seventy-five percent (75%) for the Years 1-10 and fifty percent (50%) for Years 11-20 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), 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.

(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 FILOT Act Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. 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.

(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 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.

(h) Under the circumstances that follow the Special Source Credits will be reduced as outlined below:

- i. 53 net new jobs are not in place at the end of the third tax year of the Investment Period, the Special Source Credits will drop to 25%; and/or
- ii. The capital investment of \$17,840,000 is not in place by the end of third tax year of the Investment Period, the Special Source Credits will drop to 25%.

If the Company subsequently meets the requirements above within two (2) years following a shortfall, the Special Source Credits will be restored to the amounts described in Section 4.02(a), without reimbursement during the period of shortfall.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act 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 Revenue 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 Fee, 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 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 twenty-four (24) months following the Project's initial placement in service. 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, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term 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 FILOT Act 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:

[PROJECT FLYROD #1] _____
Attn: _____

With a copy to:

Philip Land Law Firm
Attn: J. Philip Land, Esq
ONE N. Main Street, Suite 400
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: County Administrator
101 South Main Street
Anderson, South Carolina 29624

With a copy to:

Anderson County
Attn: County Attorney
101 South Main Street
Anderson, South Carolina 29624

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.

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 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, County Administrator and to be attested by 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)

Tommy Dunn
Chairman of County Council

ATTEST:

Rusty Burns
County Administrator

Renee D. Watts
Clerk to County Council of
Anderson County, South Carolina

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

[PROJECT FLYROD #1]

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[TO COME]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Anderson County, South Carolina and 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 _____ (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 _____, 20__ between Anderson County, South Carolina and 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: _____

ORDINANCE NO. 2026-011

AN ORDINANCE TO TRANSFER AN EASEMENT INTEREST IN REAL PROPERTY TO DUKE ENERGY CAROLINAS, LLC; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Code requires a public hearing prior to the sale of real property; and

WHEREAS, Anderson County is the current owner of land known as the Civic Center and located at 3027 Martin Luther King Jr Boulevard, which is identified by tax map number 122-00-01-001-500; and

WHEREAS, Anderson County desires to encumber a portion of the above referenced land for the benefit of Duke Energy Carolinas, LLC, a North Carolina limited liability company, for the purpose of installing and maintaining electric facilities to serve a newly constructed storage building; and

WHEREAS, the referenced right-of-way consists of land not yet identified, but is limited to a centerline through the property as the facilities are installed and includes 10 feet around all sides of the foundation of any fixture and a strip of land 20 feet in uniform width from the centerline of the installed facilities.

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

1. Anderson County desires to convey an easement interest in property for the provision of electric power to a new storage shed at the Civic Center, which is further described:

See Attachment A.

2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the conveyance of an easement interest in this parcel of real property as described herein.

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 _____, 2026.

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: _____

Prepared by: Duke Energy Carolinas, LLC
Return To: Duke Energy Carolinas, LLC
Attn: Kristen Miller
207 Shadecrest Dr.
Mauldin, SC 29662

Parcel # 122-00-01-001-500

EASEMENT

State of South Carolina
County of Anderson

THIS EASEMENT (“Easement”) is made this ____ day of _____ 20____, from **ANDERSON COUNTY SOUTH CAROLINA**, a body corporate and politic organized under the laws of the State of South Carolina (“Grantor”, whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (“Grantee”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “Facilities”).

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 1-X, Page 1, and Deed Book 2728, Page 312**, Anderson County Register of Deeds (“Property”).

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

Attachment A

2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

Attachment A

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20 ____.

Witnesses:

ANDERSON COUNTY, SOUTH CAOLINA
A body corporate and politic organized under the laws of the State of South Carolina

(Witness #1)

(SEAL)
RUSTY BURNS, COUNTY ADMINISTRATOR

(Witness #2)

Attest:

RENEE WATTS, CLERK TO COUNCIL

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that RUSTY BURNS personally appeared before me this day and acknowledged that he is COUNTY ADMINISTRATOR of ANDERSON COUNTY, SOUTH CAROLINA, a body corporate and politic organized under the laws of the State of South Carolina, and that by authority duly given and as the act of said corporation, the foregoing EASEMENT was signed in its name by its COUNTY ADMINISTRATOR, sealed with its official seal, and attested by herself as its CLERK TO COUNCIL

Witness my hand and notarial seal, this ____ day of _____, 20 ____.



Notary Public: _____

Commission Expires: _____

ORDINANCE NO. 2026-012

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

WHEREAS, pursuant to Ordinance No. 2010-026 enacted November 16, 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 Greenville County to a certain company currently or formerly known to Greenville County as "Project Cherry", it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County; and

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

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

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

Attest:

County Administrator

Clerk to County Council

Approved as to Form:

Leon C. Harmon
County Attorney

First Reading: March 3, 2026
Second Reading: March 17, 2026
Public Hearing: April 7, 2026
Third Reading: April 7, 2026

Addition to Exhibit B 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 Cherry Property Description

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 8.59 acres as shown on plat entitled "Surveyed as requested by Mark Ells" by C.I. Ward, P.L.S., dated December 15, 2001 and recorded in the Register of Deeds Office for Greenville County, SC, in Plat Book 46-W at Page 93 A&B, reference being made hereto to said plat for the exact metes and bounds thereof.

TMS# 017-404-010-0407

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 majority approval, by the County Council at meetings of March 3, 2026, March 17, 2026 and April 7, 2026, 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, Anderson County Council

Dated: _____

ORDINANCE NO.: 2026-013

AN ORDINANCE TO APPROVE A GROUND LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND BLACKDOG AIR, LLC FOR LOCATION OF AN AIRCRAFT HANGAR AT THE ANDERSON REGIONAL AIRPORT; AND OTHER RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell or otherwise dispose of real property owned by the County;

WHEREAS, the County proposes to lease to Blackdog Air, LLC, parcels of the Anderson Regional Airport property for purposes of design and construction of a hangar for aircraft storage in the vicinity shown on Exhibit B; and

WHEREAS, the County has determined that in consideration of Blackdog Air LLC’s proposed development of hangars, substantial benefit would inure to the public by execution of these Lease Agreements.

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

1. The Anderson County Council hereby approves the ground lease agreement as shown in Exhibit A attached hereto, for purposes of development and construction of an aircraft hangar on the Anderson Regional Airport property. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and on behalf of the County to carry out the transactions authorized by this Ordinance.
2. 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.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a Court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

ORDAINED in meeting duly assembled this _____ day of _____, 2026.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

Exhibit A

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT, by and between **ANDERSON COUNTY, SOUTH CAROLINA** a political subdivision of the State of South Carolina (hereinafter referred to as the “Lessor” or “County”) and **Blackdog Air, LLC**, organized and existing under the laws of the State of South Carolina (hereinafter referred to as the “Lessee”);

WITNESSETH:

WHEREAS, the Lessor is the owner of a tract of land which is known as Anderson Regional Airport (hereinafter referred to as “Airport”) located in Anderson County, South Carolina; and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, that property on the Anderson Regional Airport identified and more particularly described by the Exhibit A and made a part of this Lease; and

WHEREAS, Anderson County has determined that, in consideration of Lessee’s proposed investment of the construction of hanger space, substantial benefit would inure to the public by execution of this Lease Agreement; and

NOW THEREFORE, for and in consideration of the premises and covenants herein contained and in further consideration of the payment of rent hereinafter stipulated, and of the terms and conditions herein set forth, the parties hereto do hereby agree as follows:

SECTION 1. LEASED PROPERTY:

A. Description. The leased property consists of the property described in Exhibit A, and as may be further defined with a Final Survey after appropriate approvals.

SECTION 2. USE OF LEASED PROPERTY:

A. Use by Lessee. Lessee shall use the Leased Property only for aircraft storage and incidental uses directly related to aircraft storage. Leased Property includes the following:

1. Land: Approximately _____ square feet to provide for building, parking, and required buffers as further described in Exhibit A.

2. Buildings (to be constructed by tenant): Approximately _____ square feet of properly lighted and heated building space for aircraft storage and incidental uses.

B. Ingress and Egress. Lessee shall have the right of ingress and egress from the Leased Property over airport roadways, expressly subject to such rules and regulations as may be established by the Airport Manager. Lessee shall have the right of ingress and egress from the Leased Property by way of aircraft taxiway or aircraft access way adequate for Lessee's aircraft.

SECTION 3. RESTRICTIONS ON USE OF LEASED PROPERTY:

A. Leased Property to Be Used for Designated Purposes. The Leased Property shall not be used for any purposes, except for the specific purposes herein designated, without the written consent of the Lessor.

B. Control of Lighting. Lessee agrees to control all future lighting on the Leased Property so as to prevent illumination from being a hazard to pilots landing on, taking off from, or taxiing on the Airport. The determination of whether lighting creates a hazard shall rest solely upon the reasonable judgment of the Airport Manager.

C. Commercial Operations. The Lessee, sublessees, or any future occupants shall be expressly prohibited from advertising, soliciting, or providing repair services, maintenance services, Fixed Based Operations services, or any other similar services without the expressed written consent of the Anderson County Airport Manager. Lessee shall be prohibited from any commercial activity that deals with fuel or fuel sales, as well as any commercial activity that deals with paint, paint application, paint stripping, or paint removal. For so long as Lessee does not operate a business that provides services that are substantially the same as or identical to services provided by the Lessor, the Lessee shall specifically have the right to operate offices for itself or any other entity owned or controlled by Lessee and its members.

D. Advertising Generally. No sign, advertisement, symbol, or corporate logo may be applied or affixed to the outside of any building without approval of the Airport Manager.

E. Airport Master Plan. Lessee will at all times cooperate with all provisions of any Airport Master Plan adopted by the Airport or approved by the Anderson County Council.

SECTION 4. TERM OF LEASE AGREEMENT:

The term of this Lease Agreement consists of two phases:

- Phase I – Construction
- Phase II –Thirty Year Term

Phase III-Option for Renewal Term

- A. Phase I – Construction. This Lease Agreement shall commence and be effective on [REDACTED], and the term of Phase I of this Lease Agreement shall end no later than (1): 2 years and 6 months after the execution date of the Lease Agreement; or (2) the date of the issuance of a Certificate of Occupancy, whichever occurs first.
- B. Phase II – Thirty Year Term. The term of Phase II of this Lease Agreement shall commence the next calendar day following the end of Phase I – Construction and shall be for a period of 30 years. This Lease Agreement shall terminate absolutely and without further obligation on the part of either Lessor or Lessee 30 years from the day following the end of Phase I, unless terminated earlier in accordance with the termination provisions of this Lease Agreement.
- C. Phase III-Option for Renewal Term. At the end of the expiring term after Phase II, Lessor grants unto Lessee the right to renew this Ground Lease Agreement for five (5) years (One 5-year term) upon the terms contained within this paragraph, provided however, that Lessee provides notice to Lessor at least 180 days prior to expiration of the Phase II lease term of its intent to exercise this option for one additional term of five (5) years. The annual lease amount for this Option for Renewal Term shall be based upon a fair market lease rate for the land and building improvements (the “Leased Property” or “Property” as defined in Section 2.A herein). If Lessee fails to provide notice to Lessor at least 180 days prior to expiration of the Phase II lease term, Lessee shall be deemed to have rejected this Option for Renewal Term and Lessor shall have the right to leave third party based upon a fair market lease rate for the property.

SECTION 5. LEASE PAYMENT:

- A. Phase I – Construction Rent. Lessee agrees to pay Lessor during the Phase I - Construction, an annual amount of \$ _____. Rent is accrued on a monthly basis and shall be paid in equal monthly installments, in the amount of \$ _____ due and payable on the first day of each month in advance during the term of this Lease Agreement.
- B. Phase II – Thirty Year Term. Lessee agrees to pay Lessor, for the Leased Property, an annual amount of \$ _____ and subject to escalation as provided below. Rent is accrued on a annual basis and shall be paid in annual installments, in the amount of \$ _____ due and payable on the first day the month after the end of Phase I and then due annually on such date in

advance during the term of this Lease Agreement.

C. Escalation Clause. Beginning 5 years after the execution date of this lease agreement, lease rates are subject to an increase of no more than ten percent (10%) during each succeeding five year period until the end of the period defined by Phase II described above, i.e. the 10% income applies to each year within the five year period..

D. Failure to Pay. On failure of Lessee to pay rental when due, and subject to the grace periods set forth in Section 20 hereof, Lessor has the right, subject to the provisions under Sections 17, 18, 19 and 20 hereof, at its option: (1) to declare this Lease Agreement void, and cancel the same, without the necessity of any legal proceedings; or (2) enter and take possession of the Leased Property. Lessor at its option, upon a breach of this contract for any reason, may then sublet the Leased Property at the best price obtainable for any reasonable effort through private negotiations and charge the difference when the same comes due monthly, if any, between said price of subletting and the contract price to Lessee and hold him liable therefor. Such subletting on the part of the Lessor will not in any sense constitute a breach of this contract on the part of the Lessor, but Lessor will act as agent for the Lessee to minimize the damage caused by Lessee's breach. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of the Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

SECTION 6. SCHEDULE OF IMPROVEMENTS BY LESSEE:

A. Minimum Improvements. Lessee shall, within the period of time set forth for Phase I – Construction in Section 4(A) hereinabove, complete the following capital improvements:

1. Construction of airport hangar of approximately _____ square feet, in accordance with Exhibit B, Hangar Site Plan and Hangar Floor Plan, which are hereby attached as Exhibit B and made a part of this Lease. A Certificate of Occupancy shall be issued no later than 2 years and 6 months after the execution date of the Lease Agreement. Failure of Lessee to obtain a Certificate of Occupancy shall be an Event of Default.

B. Maintenance by Lessee. Lessee shall be responsible for the required maintenance to keep the property in good condition, as determined by the Airport Manager, throughout the term of the Lease Agreement. Lessor shall be responsible for all lawncare and access road and Lessee shall be responsible for all shrubbery and landscaping maintenance.

C. Plans and Specifications.

1. No improvements, including landscaping, shall be erected or placed on the Leased Property, and no alterations shall be made in the improvements and facilities constructed, without prior written approval by the Airport Manager. Such approval shall not be unreasonably withheld.

2. Two complete sets of plans and specifications for all future buildings, alterations, and improvements and for all subsequent planned changes therein or alterations shall, at least 30 days prior to beginning of construction or changes, be signed by Lessee and delivered to the Airport Manager for his consideration and approval.

SECTION 7. CONSTRUCTION:

A. Schedule.

1. All information necessary for the submission of Notice of Construction or Alteration, FAA form 7460-1, shall be provided to the Airport Manager, for final approval by the Federal Aviation Administration, as required by Paragraph 77.13(a)(5)(1) of Part 77, Federal Aviation Regulations. Approval must be accomplished by Lessee, and Lessor has the right of final approval. The FAA Final Determination shall be hereby attached as Exhibit C, FAA Final Determination and made a part of this Lease.

2. Within the time schedule set forth in Section 6A, Minimum Improvements, Lessee agrees to construct or cause to be constructed and completed upon the Premises in accordance with the terms of this Lease and all applicable laws, ordinances, regulations and matters of record, the improvements and facilities set forth in Section 6A hereof. The date for completion may, however, be extended for the period of any unavoidable delay, if Lessee makes a claim for such delay in writing to Lessor within 10 days after the commencement of the cause for such delay. For the purpose of this Lease, the term “unavoidable delay” shall mean delay suffered by the Lessee or Lessee’s contractors which necessarily and materially interferes with the progress and extends the time required for the completion of such work and which is caused by, but not limited to, such events as acts of nature or the elements, strikes, lockouts, fire, or other causes beyond the control of Lessee or Lessee’s contractors.

B. Default by Failure to Construct. Any breach by Lessee of any of the terms and provisions of Section No. 5, Lease Payment; Section No. 6, Schedule of Improvements by Lessee; and Section No. 7, Construction, of this Lease shall constitute a material breach and shall be deemed to be “an event of default by Lessee” under Section 20, Events of Default by Lessee, unless cured as set

forth in Section 20.

SECTION 8. COMPLIANCE WITH LAWS AND REGULATIONS:

A. Subordination of Leased Property to United States It is agreed and understood that this Lease Agreement and the provisions hereof, shall be subject and subordinated to the terms and conditions of the instruments and documents under which Anderson County is authorized to use the airport property.

B. Non-Discrimination. Lessee agrees that in its operation and use of the Leased Property and/or the Airport it will not, on the basis of race, color, national origin, religion, sex, age or disability, discriminate against any person or group of persons in any manner prohibited by the Federal Aviation Regulations, federal, state or local laws. Lessee hereby agrees to include the aforesaid language in any agreement it has with a sub-tenant who operates from or uses the Leased Property.

C. Airport Rules and Regulations. Lessee agrees to abide by all ordinances, rules, and regulations concerning the Airport, operational safety, operational and airport security, parking of aircraft and other vehicles, and fire prevention promulgated by the Airport Manager or the Anderson County Council. Copies of such rules and ordinances are available to Lessee in the office of the Airport Manager. Any signage posted by the Airport Manager must be followed. Repeated failure to follow Airport Rules and Regulations shall be an Event of Default.

D. FAA Rules and Regulations. Lessee shall at all times act in a lawful manner and at all times conform to the rules and regulations of the Federal Aviation Administration (FAA) insofar as applicable to Lessee's possession and operation of its aircraft. Lessee agrees to include the language in this sub-section with any sub-tenant.

E. Non-Disturbance on Leased Property. Lessee shall not commit or suffer to be committed upon the Leased Property any act or thing which may unreasonably disturb the quiet use and enjoyment of any other tenant at the airport.

SECTION 9. UTILITIES:

A. Payment for Utilities. It is agreed that the rent as noted in Section 5 does not include payment for utilities. Lessee shall throughout the term of this Lease Agreement pay all utility bills which may accrue on the Leased Property, including, but not limited to, installation of meters and utility connections for the calculation of utility fees incurred by Lessee.

B. Right of Connection. Lessee may, at Lessee's expense, connect to all utilities at the nearest points of existing utility lines, and shall thereafter maintain, repair, and replace all such utilities to and including the points of such connections.

C. Waiver of Damage. Lessee hereby waives any claim against and releases Lessor (but not any third parties, such as other lessees) from any and all claims for damage arising or resulting from failures or interruptions of utility services, including but not limited to, electricity, gas, water, plumbing, sewerage, telephone, communications, heat, ventilation, or for the failure or interruption of any public or passenger services facilities.

SECTION 10. CHARACTER AND STANDARDS OF OPERATION:

A. Operate in a First-Class Manner. During the full term of this Lease Agreement, Lessee shall continuously operate and maintain, in a first-class manner, the existing grounds and facilities and all improvements on the Leased Property.

B. Supervision by Manager. The Lessee or its designee shall be available on the Property as required in order to ensure compliance with all responsibilities as set forth in this Lease.

C. Aircraft Housed in Hanger. Notwithstanding any provisions elsewhere in this Lease Agreement, the following provisions apply:

a. No aircraft shall be placed in the hanger unless the Lessee maintains at least a fifty-one percent (51%) ownership interest in the aircraft.

b. Only aircraft shall be placed in the hanger, i.e. no automobile, truck, recreational vehicle, motor home, ATV, or any other vehicle whatsoever shall be placed in the hanger on either a temporary or permanent basis, except that Lessee may park a personal vehicle in the hanger while flying and may house equipment necessary to move aircraft into and out of the hanger.

c. Lessee shall be solely responsible for physical placement and removal of aircraft from the hanger.

d. If maintenance on aircraft is to be performed in the hanger, Lessee must provide appropriate insurance coverage, including but not limited to pollution insurance coverage.

SECTION 11. LESSEE TO HOLD HARMLESS:

The Lessee shall be responsible from the time of signing this Lease Agreement for all injury or damage, of any kind, resulting from the work or the occupancy of the Leased Property to any persons or property. Except in cases of gross or willful negligence by Lessor, the Lessee shall exonerate, indemnify and hold harmless the Lessor from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation and actions, based upon or arising out of damage or injury (including death) to persons or property. This includes any third party, caused by or sustained in connection with the performance of this Lease Agreement or arising out of work performed under this Lease Agreement and shall assume and pay for, without cost to the Lessor, the defense of any and all claims, litigation and actions, suffered through any act or omission of the Lessee or any subcontractor or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the Leased Property. The Lessee expressly agrees to defend at its expense against any claims brought or actions filed against the Lessor where and to the extent such claim or action involves, in whole or in part, the subject of the indemnity contained herein.

Notwithstanding any of the foregoing provisions Lessee shall have no duty, responsibility or obligation to indemnify Lessor in the event claims or action are asserted, made or filed against Lessor which are alleged to be attributed, in whole or in part, to Lessor's direct actions, s, gross negligence or willful negligence. In such cases Lessee shall have no duty to defend, indemnify or incur any expenses in defending Lessor from such claims.

SECTION 12. LIABILITY:

A. Liens. Lessee shall keep the Leased Property and all improvements thereon free from any and all liens and encumbrances arising out of any work performed, materials furnished, or obligation incurred by Lessee, Lessee's employees, agents, or contractors. Lessee agrees to indemnify and to hold Lessor harmless from any such liens and to pay to Lessor, upon demand, the cost of discharging such liens with interest at the rate of ten-percent (10%) per annum from the date of such discharge, together with reasonable attorneys' fees in connection with the settlement, trial, or appeal of any such lien matter.

B. Bankruptcy. In the event that bankruptcy or state insolvency or receivership proceedings shall be filed and sustained for a period of greater than 90 days against Lessee, its heirs, executors, administrators, successors or assigns, in any Federal or State Court, it shall give the right to Lessor, at its option, to immediately declare this contract null and void, and to at once resume possession

of the Leased Property and improvements thereon. No Receiver, Trustee, or other judicial officer shall ever have any right, title or interest in or to the Leased Property by virtue of this Lease Agreement.

C. Tenant at Will. If Lessee remains in possession of Leased Property after expiration of the terms hereof, without Lessor's acquiescence and without any express agreement of the parties, Lessee shall become a tenant at will at the rental rate of 150% of the rate in effect at the end of the term of this Lease Agreement; and Lessee shall be bound by the terms and conditions of this Lease Agreement as far as applicable; and there shall then be no renewal of this Lease Agreement by operation of law.

SECTION 13. LIABILITY INSURANCE:

A. Comprehensive General Liability. Lessee shall maintain at all times during the term of this Lease Agreement comprehensive general liability insurance coverage, for terms and conditions deemed appropriate by the Lessee to protect its interests, with a minimum _____ per occurrence limit. Comprehensive Liability coverage for Lessee's subcontractors, if any, shall be obtained by Lessee with a _____ policy limit. Lessee shall name Anderson County as Additional Insured including Completed Operations. These policy limits shall be subject to review at each five year period (see Escalation Clause in Section 5.C.).

B. Policies. All Liability Insurance policies required under Section 13 hereof shall include Lessor as additional insured under such policies of insurance. All applicable policies are to be Primary and Noncontributory with Waiver of Subrogation. A Minimum standard of acceptability of a carrier should be an A.M. Best's rating of A-VI.

C. Certificate of Coverage. Lessee shall furnish to the County within 30 days after execution of this Lease Agreement, or prior to the initiation of any construction or development on the Leased Property, which ever shall first occur, a certificate or certificates evidencing such insurance coverage with companies doing business in South Carolina and acceptable to Lessor covering:

- i. The coverage and policy limits contained herein, including Anderson County as additionally insured.
- ii. The location and the operation to which the insurance applies.
- iii. The expiration date of the policy(ies).
- iv. The name and address of the party to whom the certificates should be issued:

Anderson County
PO Box 8002

Anderson, SC 29622
Attention: County Administrator

If such coverage is canceled, reduced, or materially changed, Lessee shall, within 15 days of such event, notify the County of such cancellation, reduction, or material change of coverage and file with the County a certificate showing that the required insurance has been reinstated or is being provided through another insurance company or companies.

Prior to 10 days before the expiration of any such certificate, Lessee shall deliver to the County a certificate renewing or extending the terms for a period of at least 1 year, or a replacement certificate acceptable to Lessor evidencing the required insurance coverage.

SECTION 14. BUILDERS RISK INSURANCE:

During construction, Lessee Shall obtain and maintain property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Lessee shall obtain and maintain fire insurance with extended coverage in an amount equal to the estimated completed value of such building(s). Coverage shall be written on a "completed value" basis. The Lessee shall provide the Lessor with a certificate of insurance in the same manner as required in Section 13F Certificate of Coverage.

SECTION 15. PERMANENT PROPERTY INSURANCE:

Lessee shall provide to the Lessor evidence of coverage of an "all risk" property insurance policy, written on a "replacement cost" basis; it is understood by Lessor that such coverage shall be subject to exclusions and limitations to coverage by the Lessee's insurance company. The Lessee shall provide the Lessor with a certificate of insurance in the same manner as required in Section 13F Certificate of Coverage.

SECTION 16. DAMAGE, DESTRUCTION OR CONDEMNATION OF LEASED PROPERTY:

If the building or improvements on the Leased Property are destroyed by fire or any other cause, or substantially damaged as to be unusable, Lessee shall have the option to either (a) terminate this Lease Agreement upon payment to Lessor of an amount equal to 1/25th of the insurance proceeds multiplied by the number of years the Lessee has been in possession under this Lease Agreement, which payment shall be made from the proceeds of insurance received by the Lessee and not from other assets of the Lessee; or (b) to rebuild as expeditiously as possible, using

insurance proceeds therefore and to treat this Lease Agreement as continuing in effect. Lessee shall notify Lessor in writing of which alternative it elects within 30 days after date of determination of the amount of insurance proceeds owed to Lessor.

In the event that a part of the improvements are damaged by fire or other cause, this Lease Agreement shall be treated as continuing in effect, and Lessee shall rebuild and/or repair as expeditiously as possible, and, so long as Lessee is, in good faith, taking the action required to rebuild and/or repair such portion of the improvements as required herein, rent shall be reduced pro rata, based on the square footage of the affected improvements, until such improvements are rebuilt and/or repaired, such that they may be occupied safely and used for their intended purpose by Lessee.

A. Partial Taking. In the event of the condemnation, or taking by eminent domain of a portion of the Leased Property, if the remainder of the leasehold is in an economically viable operating unit, as agreed by Lessor and Lessee, rental payments shall abate according to the ratio of square footage so taken. Condemnation award for the taking of any structure on the Leased Property shall be divided between Lessee and Lessor on the basis that Lessor shall receive an amount equal to the award divided by 30 and multiplied by the number of years remaining under this Lease Agreement.

SECTION 17. INSPECTION OF LEASED PROPERTY:

With ___ hours notice to Lessee, the Airport Manager, or designee, may enter upon the Leased Property at any and all reasonable times during the term of this Lease Agreement for the purpose of determining whether or not Lessee is in compliance with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor. No notice will be required, or given, if it is prudent for Lessor to investigate, or prevent, an emergency or situation that could damage the Leased Property or any surrounding property.

SECTION 18. TITLE:

A. Newly Constructed Buildings and/or Replacement Structures: During the term of this Lease Agreement and upon completion of any improvements, title to any and all newly constructed buildings, i.e. new and/or replacement structures placed on the Leased Property by Lessee shall remain in Lessee. Consequently, the Lessee shall be responsible for paying any and all property taxes and the like on these newly constructed buildings and/or replacement structures through the

entire period of the Lease.

B. Existing Property and Structures: Unless Lessee extends this Lease as set forth herein, title to all existing structures and facilities revert to the ownership of Lessor 35 years from the day immediately following the end of Phase II of this Agreement. The determination of property taxes due remains with the Anderson County Assessor or appropriate taxing authority.

C. Reversion of Title: Title to any and all new improvements (including newly constructed buildings and/or replacement structures) on the Leased Property shall revert to the ownership of Lessor at the termination or expiration of this Lease Agreement.

SECTION 19. TAXES:

During the term of the Lease Agreement, Lessee shall pay or cause to be paid, prior to delinquency, all taxes, including possessory interest taxes, ad valorem taxes, and any other assessments levied or assessed:

- (a) On the Leased Property;
- (b) On all possessory interests hereunder or in the Leased Property;
- (c) On any improvements, fixtures and equipment now or hereafter existing on the Leased Property and on any personal property situated in, on or about the Leased Property, or in, on or about any buildings or improvements thereon. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required hereunder to be paid by Lessee, promptly on payment thereof, if so required by Lessor, and;
- (d) On Lessee's aircraft based on the Airport.

It is understood, however, that Lessee may pay any such taxes and assessments under protest, and may in good faith contest the validity or amount thereof.

SECTION 20. EVENTS OF DEFAULT BY LESSEE:

Each of the following events shall constitute an "event of default by Lessee", provided, however, that Lessee shall have 60 days, (except in the case of Subparagraph (a) below, 10 days) after the receipt of written and electronic notice from Lessor of any such "event of default by Lessee" to cure.

- (a) Lessee's failure to pay the rent and other fees herein provided at the time fixed for payment thereof.
- (b) Lessee's failure to pay any taxes, including possessory interest taxes or assessments, agreed to be paid by Lessee in Section 21, Results of Lessee's

Defaults, of this Lease Agreement in accordance with the terms of said Section. If the nature of any default by Lessee under this Subparagraph (b) is such that it cannot be cured within the 60 day cure period provided above, Lessee shall be deemed to have cured such default if it shall, within such 30 day period, commence performance and thereafter diligently prosecute the same to completion.

- (c) Lessee's failure to keep, perform, or observe any term, covenant, or condition of this Lease Agreement, or the Commercial Service Agreement, to be kept, performed, or observed by Lessee.
- (d) Lessee's filing of a voluntary petition in bankruptcy or the assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors or the institution of proceedings in bankruptcy against Lessee or the appointment of a receiver of the assets of Lessee; provided, however, that if any such proceedings or appointments are involuntary, then they shall not be considered an event of default by Lessee unless Lessee fails to procure a dismissal thereof within 90 days after the institution of such involuntary bankruptcy proceedings or the appointment of such receiver.

SECTION 21. RESULTS OF LESSEE'S DEFAULT:

Upon the occurrence of an "event of default by Lessee", which is not cured within the time period given, Lessor, in addition to any other rights or remedies, shall have the immediate right of re-entry and may remove all persons and property from the Leased Property with no liability to the Lessor therefore; such property may be removed and stored in a public warehouse or discarded as trash by Lessor at the expense of Lessee. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice required by law, it may either terminate this Lease, or relet the Leased Property and any improvements thereon or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease Agreement) and at such rental or rentals and upon such other terms and conditions as Lessor in its reasonable discretion may deem advisable, with the right to make alterations and repairs to improvements on the Leased Property. Upon such reletting:

- (a) Lessee shall be immediately liable to pay to Lessor, any indebtedness for the reasonable cost and expenses of such reletting and of such alterations and repairs incurred by Lessor, and the amounts, if any, by which the rent reserved in this Lease Agreement for the period of such reletting (up to but not beyond the term of this Lease Agreement) is less than the amount agreed to be paid as rent for the Leased Property for the period of such reletting, as the same comes due, or
- (b) Rents received by Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the balance, if any, shall be held by

Lessor and applied in payment to future rent as the same may become due and payable hereunder.

If Lessee has been credited with any rent to be received by such reletting under option (a) and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall immediately pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly by Lessee. No such re-entry or taking possession of the Leased Property and any improvements thereon by Lessor shall be construed as an election on its part to terminate this Lease Agreement unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease Agreement for any breach, in addition to any other remedy it may have, and in such event, Lessee's interest in any and all buildings and improvements on the Leased Property shall, at the option of the Lessor, automatically pass to Lessor; and Lessor may recover from Lessee all reasonable damages it may incur by reason of such breach, including the cost of recovering the Leased Property. It is agreed by the parties that Lessor shall have no right to seek the remedy of acceleration of rent.

SECTION 22. NON-WAIVER OF DEFAULTS:

The waiver by Lessor or Lessee of any breach by Lessor or Lessee of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of same or any other term, covenant or condition of this Lease Agreement. No term, covenant, or condition hereof can be waived except by written consent of Lessor; and forbearance or indulgence by Lessor, in any regard whatsoever, shall not constitute a waiver of the term, covenant or condition to be performed by Lessee to which the same may apply; and until complete performance by Lessee of the term, covenant or condition, Lessor shall be entitled to invoke any remedy available to it hereunder by law, despite such forbearance or indulgence.

SECTION 23. LESSEE'S ENCUMBRANCES:

A. Obligation. Lessee shall not encumber, mortgage, pledge, or allow any lien upon Lessee's interest in the Leased Property or in any improvements Lessee places thereon without the prior written consent of the Airport Manager after approval by the Anderson County Council. Any such mortgage, deed of trust or other instrument consented to by Lessor shall expressly provide therein that the trustee, mortgagee, or beneficiary in such instrument or payee in the note or other

obligation secured by any such instrument shall provide Lessor with written notice of any event of default by Lessee or foreclosure action against Lessee, within 10 days of such event. In the event such encumbrance, pledge, mortgage, or lien is allowed, the trustee, mortgagee, or beneficiary in said instrument or payee in the note or other obligation secured by any such instrument may deliver to Lessor written notice showing:

- (i) the amount of the obligation secured by such instrument and the date of maturity or maturities thereof; and
- (ii) the name and post office address of such mortgagee, beneficiary, payee, or trustee. Lessor shall thereafter serve on such mortgagee, beneficiary, payee or trustee, by registered or certified mail at the address given or at any subsequent address thereafter given, a copy of every notice thereafter served by Lessor upon Lessee under the terms of this Lease, during the existence of such mortgage, deed of trust, or instrument.

B. Cure of Default by Mortgagee. In the event that Lessee defaults in the performance of any covenant or provision of this Lease Agreement to be performed by Lessee during the existence of any such mortgage, lien, deed of trust, or other instrument, the beneficiary, mortgagee, payee, or trustee named in any such notice, or their nominee, shall have the right, within the time herein provided, plus an additional 10 days, to perform and comply with all the covenants and provisions of this Lease to be performed by Lessee and to make all payments required of Lessee by this Lease and, by so doing, to cure and remove any such default.

C. Cure by Commencement of Performance. If the nature of any default by Lessee is such that it cannot be cured within the additional 10 days, such beneficiary, mortgagee, payee, or trustee shall be deemed to have cured such default if it or its nominee shall, within such 10 day period, commence performance and thereafter diligently prosecute the same to completion.

D. Foreclosure of Liens. If, at any time, foreclosure proceedings are begun to any lien secured by any mortgage, deed of trust, or other similar instrument on the Leased Property, for a period of 30 calendar days from the date Lessor receives notice of such foreclosure, Lessor shall have the first option of assuming or discharging said lien at its actual face value, according to the terms thereof, and thereupon to then terminate this Lease Agreement and all interest in it and relet the Leased Property.

E. Non-Relief of Liability. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability hereunder.

SECTION 24. TERMINATION BY LESSEE:

The Lessee may cancel this Lease Agreement at any time, without penalty, if the Airport ceases to be used for airport purposes, or if local/County/State/Federal/or FAA regulations, laws, or ordinances prevent Lessee from using its aircraft at the airport.

SECTION 25. RIGHTS PRIOR TO TERMINATION:

If Lessee is not in default hereunder, Lessee shall have the right to remove during the term hereof any fixtures which Lessee may have placed or installed upon the Leased Property; provided, however, that upon said removal, Lessee shall repair, at Lessee's expense, any damage resulting therefrom and leave the Leased Property in their original condition, normal wear and tear excepted.

SECTION 26. LESSOR'S LIEN:

If Lessee is in default under any covenant, term or provision of this Lease Agreement or has abandoned the Leased Property, in addition to the rights of Lessor under Section 12, Liability, hereof, Lessee hereby grants to Lessor a lien upon any improvements, personal property, and trade fixtures upon the Leased Property, which lien Lessor may satisfy by selling said improvements, personal property, or trade fixtures at public or private sale without notice to Lessee and from the proceeds of said sale satisfy first any costs of storage, removal and sale, and any other debts due from Lessee; and secondly, satisfy the total amount of unpaid rent due hereunder and hold any balance for the account of Lessee.

SECTION 27. SALE, ASSIGNMENT, TRANSFER AND SUBLETTING:

Lessee shall not, except as security as provided in Section 23, Lessee's Encumbrances, hereof, sell, assign, or transfer this Lease Agreement without the prior written consent of the Lessor. Lessee shall not sublease the Leased Property or any portion thereof, nor shall Lessee sublet any privileges granted with respect to the operation of said Leased Property or any portion thereof, without the prior written consent of the Lessor, unless said sublease is for storage of aircraft and/or other aviation business or use classified and interpreted as direct aeronautical use; provided, however, that Lessor shall have the right to purchase the leased property at the depreciated value of the hanger if the Lessee sells the remaining term of the lease to a third party. Notwithstanding the foregoing, Lessee shall have the right to sublease any portion of the Leased Property or assign this Lease unto any entity partially owned or controlled by Lessee without the

written consent of Lessor, i.e. this sublease provision does not apply such that it places Lessee in competition with operation of the airport by Lessor In such event of assignment or sublease, Lessee shall remain responsible for all terms of this Lease unless agreed to in writing by Lessor.

SECTION 28. SECURITY:

A. Access to Non-Movement Area / Ingress and Egress. Lessee is granted only that vehicular access which is reasonably necessary to allow Lessee access to the Leased Property once Lessee is on Airport property. Vehicular access to all movement areas, whether active or inactive, is expressly prohibited by this Lease. For the purpose of this Agreement, a movement area is any runway or taxiway utilized whether active or inactive for taxiing, takeoffs, and landings of aircraft, exclusive of aircraft loading ramps, taxi lanes, aircraft parking areas, and aircraft aprons and tie-down spaces.

1. Construction Traffic on Airport Roadways. Lessee acknowledges and agrees that he/she shall operate construction traffic in accordance with approval and direction from the Airport Manager.

B. Gate Combination and / or Access Code.

The Lessee acknowledges and agrees that he/she is totally responsible for the dissemination of any gate and/or access code given to provide access to the Airport through the use of Lessee's gate. If the Lessee gives this code to any other person for whatever reason, the Lessee shall defend and indemnify Lessor from any and all actions or claims of third parties resulting from the same.

Only authorized users with access to the Airport granted pursuant to this Lease should hold a device to access the Airport. Lost or stolen Airport-issued access devices shall, within 24 hours, be reported by any means possible to Airport Manager, whereupon the loss and/or theft will be recorded, and the card will be made "inactive" by the Airport for the access control point.

C. Security Responsibilities of Employees and Other Persons. No person may tamper, interfere with, compromise, modify, circumvent, or cause a person to tamper or interfere with, compromise, modify, or circumvent any security system, measure, or procedure. No person may be present within a secured area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

D. “On Airport Driver’s Safety and Training Guide for the Anderson Regional Airport.” Any person given access to the Airport shall be required to read and acknowledge having read and understood the current edition of the above document provided by the Airport, to qualify for access to the Airport.

E. Airport Safety and Security. In the event Lessee fails to abide by this Section of this Lease Agreement and provided Lessee is given 5 days written notice of the violation with a 10 day period to cure, the Airport Manager, is authorized to immediately declare this Lease void, to cancel the same without any legal proceeding and to reenter and take possession of the Leased Property.

SECTION 29. PUBLIC USE AND FEDERAL GRANTS:

A. Non-Exclusive Rights. Nothing contained in this Lease Agreement shall be construed to grant an exclusive right within the meaning of 49 USC Section 40103(e).

B. Right to Develop Airport. Lessor reserves the right to develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways as it may see fit.

C. Right to Amend. In the event that the Federal Aviation Administration or its successors shall require any modifications or changes in this Lease Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Lessee hereby consents to such amendment, addition, or removal of any of the terms, conditions, or requirements of this Lease Agreement as may be required to obtain such funds; provided, however, that in no event will Lessee be required, to accept an increase in fees or rent provided for hereunder or accept a change in the use of, accept a reduction in the size of the Leased Property, or to accept any change which would adversely affect the rights of any mortgagee, beneficiary, payee or trustee registered with Lessor as provided in Section 23, Lessee’s Encumbrances.

SECTION 30. BONDS:

Lessee shall be required to furnish to Lessor:

(a) Prior to the commencement of any construction or alteration upon the Leased Property, a surety bond, satisfactory to Lessor, in a sum not less than 100% of the estimated cost of construction, guaranteeing the faithful performance and the completion of such construction, all in accordance with final plans and detailed specifications to be approved in advance by Lessor. Said bond shall guarantee Lessor against any losses and liability, damages and

expenses (including attorney's fees), claims and judgments caused by or resulting from any failure of Lessee or Lessee's contractor to perform fully and faithfully the work in question within the time period herein provided for completion.

(b) Prior to the commencement of any construction work upon the Leased Property, a surety bond, satisfactory to Lessor, with Lessee's contractor or contractors as principal, in the sum equal to not less than 100% of the amount of the contract for the completion of such work guaranteeing the payments of wages for services engaged and of bills contracted for materials supplied and equipment used in the performance of such work, and protecting Lessor from any liability (including attorney's fees), loss or damage arising therefrom.

In the event that Lessee initially furnishes such bonds as required above, and thereafter obtains from its contractor or contractors such bonds in like amount which are satisfactory to Lessor, and which provide the same protection, Lessor, upon application by Lessee and upon naming Lessor as an additional obligee of Lessee's principal and contractor under such bonds, shall release Lessee from and consent to the cancellation of the bond or bonds originally furnished by Lessee.

SECTION 31. RELATIONSHIP BETWEEN THE PARTIES:

Lessor is not a joint venture with, partner, or associate of the Lessee with respect to any matter provided for in this Lease Agreement. Nothing herein contained shall be construed to create any such relationship between the parties other than that of Lessor and Lessee.

SECTION 32. TIME OF THE ESSENCE:

Time is of the essence in this Lease Agreement.

SECTION 33. LEASE MADE IN SOUTH CAROLINA:

This Lease Agreement has been made in and shall be construed in accordance with the laws of the State of South Carolina. All suits or causes of action arising out of this Lease Agreement shall be brought in the courts of South Carolina.

SECTION 34. NOTICES:

All notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified, and addressed as follows (or at such other address as from time to time may be designated by either party by written notice to other

party):

LESSOR:

Anderson County
PO Box 8002
Anderson, SC 29622-8002
ATTN: County Administrator

LESSEE:

Attn: _____

SECTION 35. AS-BUILT PLANS TO BE FURNISHED:

Two complete certified sets of “as-built” plans and specifications for all buildings and improvements on the Leased Property shall be deposited with the Airport Manager. After the completion of any new construction by Lessee on the Leased Property, two complete sets of plans and specifications for all subsequent changes therein or alterations thereof shall, within 15 days after approval, be signed by Lessee and delivered to the Airport Manager.

SECTION 36. AIRPORT MANAGER:

The Lessor, through an Airport Manager, shall have the right during the term of this Lease Agreement of managing and operating said Airport for civilian flying adjacent to the Leased Property. The right includes the promulgating of such rules and regulations, including traffic rules, so that said Airport may be operated safely and conveniently.

SECTION 37. MAINTENANCE OF RUNWAYS AND TAXIWAYS:

Lessor will maintain runways and taxiways in useable and safe condition, considering the type and nature of the initial construction, except those portions which may be closed to air traffic during periods of repair or construction, or for any other purpose deemed necessary by the Lessor.

SECTION 38. OBSTRUCTION LIGHTING:

Lessee agrees to install and maintain, including the furnishing of electrical power, obstruction lights on all structures within the Leased Property required under all applicable FAA criteria.

SECTION 39. LATE PAYMENT CHARGE:

Lessee agrees to pay a penalty charge to Lessor in an amount equal to 5% of each monthly payment not received by Lessor within 10 days of date of which payment is due.

SECTION 40. AMENDMENT OF LEASE AGREEMENT:

All duties, obligations, and liability of Lessor and Lessee may only be amended in writing.

SECTION 41. ABSOLUTE NET LEASE:

From this date forward throughout the term of the agreement, the Lease Agreement is considered to be an “absolute net” lease whereas the Lessee is responsible for the all maintenance, routine and/or emergency, of all facilities and capital improvements, maintenance of insurance, regular and unscheduled / unforeseen / emergency maintenance on any part of the Leased Property.

SECTION 42. ENVIRONMENTAL LAWS:

Lessee shall follow all local, state, and federal laws relating to environmental matters, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.); the Hazardous Material Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Safe Drinking Water Act (42 U.S.C. § 300f-§ 300h-11 et seq.); the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.); the State Underground Petroleum Environmental Response Bank Act of 1988 (South Carolina Code § 44-2-10, et. seq.); and the South Carolina Pollution Control Act, (§ 48-1-10, et. seq.), as amended.

SECTION 43. STORM WATER COMPLIANCE:

(A) Acknowledgements.

(1) Lessee acknowledges that it will apply for and obtain a Storm Water discharge permit. Lessee acknowledges that the Storm Water discharge permit issued to the Airport may name the Lessee as a co-permittee or operator.

(2) Notwithstanding any other provisions or terms of this Lease Agreement, including

the Lessee's right to quiet enjoyment, Lessor and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any Storm Water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to minimize the exposure of Storm Water to Significant Materials generated, stored, handled or otherwise used by the Lessee, as defined in the Federal Storm Water regulations, by implementing and maintaining "Best Management Practices" as listed in the Anderson Regional Airport Storm Water Pollution Prevention Plan.

(3) Lessee acknowledges that the Airport's Storm Water discharge permit is incorporated by reference into this Lease and made a part hereof.

(4) Lessee acknowledges that Anderson County and the Airport will pass all storm water fees as related to the Leased Property to the Lessee.

(B) Permit Compliance. Lessor will give Lessee written notice of any breach by Lessee of the Airport's Storm Water discharge permit or the provisions of this section. If such breach is material, and, if of a continuing nature, Lessor may seek to terminate the lease pursuant to the terms of this Lease Agreement. Lessee agrees to cure promptly any breach.

(C) Indemnification. Notwithstanding any other provisions of this Lease, Lessee agrees to indemnify and hold harmless Lessor for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges, and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Section, the applicable Storm Water regulations, and Storm Water discharge permit, unless the result of Lessor's sole negligence. This indemnification shall survive any terminations or non-renewal of this Lease.

SECTION 44. SEVERABILITY:

In the event any provision of this Lease Agreement is held to be unenforceable for any reason, the remainder of the Lease Agreement shall be in full force and effect and enforceable in accordance with its terms.

Blackdog Air, LLC

By: _____

Name: _____

Its: _____

ANDERSON COUNTY

By: Rusty Burns
Anderson County Administrator

Exhibit A
Description of Leased Property

Exhibit B
Hangar Plan

Exhibit C
FAA Final Determination

Exhibit B



ANDERSON REGIONAL AIRPORT

ANDERSON, ANDERSON COUNTY SOUTH CAROLINA

HOLT

CONSULTING COMPANY, LLC.

2801 DEVINE STREET, SUITE 201
COLUMBIA, SC 29205

ORDINANCE NO. 2026-014

AN ORDINANCE TO AMEND DIVISION 2 OF CHAPTER 24, SECTION 24-49 TO ADD A PROVISION THAT A PLANNING COMMISSION MEMBER CANNOT HAVE AN INTEREST IN PROPERTY ON WHICH A FEE IN LIEU OF TAX AGREEMENT AND/OR A SPECIAL SOURCE REVENUE AGREEMENT IS PROPOSED; AND OTHER MATTERS RELATED THERETO. (TITLE ONLY)

ORDINANCE NO. 2026-015

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND DUKE ENERGY CAROLINAS, LLC 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; 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, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement 2025-056, dated December 16, 2025 (the “*Inducement Agreement*”) with Duke Energy Carolinas, LLC, a North Carolina limited liability company (the “*Company*”), and two sponsor affiliates with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a natural gas fired combined cycle unit in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$2.5 billion in the County and the expected creation of approximately 30 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, pursuant to the Inducement Agreement, 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 Project, and (b) 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

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee 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. 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:

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

(b) 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

(c) 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 3. The form, terms and provisions of the Fee 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 was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the County Administrator and the Clerk to County Council are hereby authorized and directed to attest the same, and thereupon to cause the Fee 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 is 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 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 now before this meeting.

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 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.

ENACTED in meeting duly assembled this __ day of _____, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn
Chairman of County Council

Attest:

Rusty Burns
County Administrator

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

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

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 approval, by the County Council at its meetings of _____, _____, and _____, 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: _____

FEE-IN-LIEU AND
SPECIAL SOURCE REVENUE CREDIT
AGREEMENT
BETWEEN
ANDERSON COUNTY
and
DUKE ENERGY CAROLINAS, LLC
EFFECTIVE AS OF

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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:	Duke Energy Carolinas, LLC	Project Name:	N/A
Projected Investment:	\$2.5 billion	Projected Jobs:	30
Location (street):	Gaffney and True Temper Road	Tax Map No.:	1260002027005 126002027031 1260002026005 126000226031
1. FILOT			
Required Investment:	\$2.5 billion		
Investment Period:	15 years	Ordinance No./Date:	
Assessment Ratio:	4%	Term (years):	40 years
Fixed Millage:	0.34385	Net Present Value (if yes, discount rate):	N/A
Clawback information:	<p>In the event the Sponsor (acting alone) fails to make a new taxable capital investment at the Project of at least 600,000,000 by the eighth year (2033):</p> <p>(i) The assessment ratio in Section 5.1(a)(ii) will retroactively revert to six percent (6%) and the Sponsor and Sponsor Affiliates shall pay the County an additional payment equal to the difference between the total amount of Fee Payments that were paid by the Sponsor and Sponsor Affiliates as of the date of retroactive conversion and the total amount of Fee Payments that would have otherwise been due from the Sponsor and Sponsor Affiliates using a 6% assessment ratio together with interest as provided in the Code;</p> <p>(ii) The Project Investment Period will be shortened to eight (8) years' provided that the Sponsor and the Sponsor Affiliates have made, in the aggregate, a new taxable capital investment at the Project of at least the "minimum investment" as defined in Section 12-44-30(14) of the Code by the end of the fifth (5th) calendar year following the Commencement Date;</p> <p>(iii) Each Stage of the exemption from ad valorem property taxes shall be reduced to thirty (30) years for each Stage;</p> <p>(b) In the event the Sponsor, together with the Sponsor Affiliates, have made a new taxable capital investment at the Project of at least \$400,000,000 but less than \$2,200,000,000 by the by the end of the 5th year of the investment period :</p>		

	<p>(i) the Project SSRCs in Section 5.1(a)(iv) shall be reduced to twenty five percent (25%) prospectively and shall terminate after twenty (20) total years of Fee Payments; and</p> <p>(ii) the Project Investment Period will be shortened to eight (8) years.</p> <p>(c) In the event the Sponsor and the Sponsor Affiliates have made a new capital investment of less than \$2,200,000,000 and have failed to create 30 full time jobs by the eighth fifth year (2033) the Project SSRCs shall be reduced to 15% prospectively. If the required capital investment and jobs are subsequently made by the eighth year of the investment period, the SSRCs will be restored to 50% prospectively only.</p> <p>(d) In the event the Sponsor together with Sponsor Affiliates have made a new taxable capital investment at the Project of at least \$500,000,000 but less than the Minimum Investment by the Minimum Investment Date, the Project Investment Period will be shortened to ten (10) years.</p> <p>(e) In the event the Sponsor together with the Sponsor Affiliates fail to make a new taxable capital investment at the Project of at least the "minimum investment" as defined in Section 12-44-30(14) of the Code by the end of the fifth (5th) calendar year following the Commencement Date, this Agreement will terminate and the Sponsor shall pay the County an additional payment in accordance with Section 12-44-140 (B) of the Code.</p>
2. MCIP	
Included in an MCIP:	Yes
If yes, Name & Date:	
3. SSRC	
Total Amount:	60% in years 1-4 and 50% next 16 payments
No. of Years	20 years
Yearly Increments:	
Clawback information:	See above
4. Other information	Duke will notify the County ED office, assessor and Treasurer when the SSRCs will commence

FEE IN LIEU AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

THIS FEE IN LIEU AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this "Agreement") is made and entered into and effective as of _____, 2026 (the "Effective Date") by and among **ANDERSON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, **DUKE ENERGY CAROLINAS, LLC**, a limited liability company organized and existing under the laws of the State of North Carolina and authorized to do business in the State (the "Sponsor"), and **NORTH CAROLINA ELECTRIC MEMBERSHIP CORPORATION**, a corporation organized and existing under the laws of the State of North Carolina and authorized to do business in the State, and **CENTRAL ELECTRIC POWER COOPERATIVE, INC.**, a corporation organized and existing under the laws of South Carolina (the "Sponsor Affiliates"). The Sponsor, Sponsor Affiliates, and County may from time to time hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1; Title 4, Chapter 29; and Title 12, Chapter 44, of the Code of Laws of South Carolina 1976 Annotated, as amended (collectively, the "Code"), to enter into agreements with any industry and to allow an industry to acquire, cause to be acquired, or to construct land, buildings, machinery and equipment and any other assets, which together constitute a "project" as defined in the Code, which requires the industry to make payments in lieu of *ad valorem* property taxes; to issue special source revenue credits to defray the costs of qualified infrastructure at such projects; to include the project within a multi-county industrial and business park; and to accept fees in lieu of *ad valorem* property taxes for such project, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and the County and thus to utilize and employ the citizens, products and natural resources of the State to benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise provided locally; and

WHEREAS, the Sponsor expects the Project will create thirty full-time jobs at its Project Site by the end of the 5th year of the investment period and to create as many as five-hundred (500) construction jobs over an eighteen (18) month construction period; and

WHEREAS, a company North Carolina Electric Membership Corporation known to the County at this time as a Sponsor Affiliate, a corporation organized and existing under the laws of the State of North Carolina and authorized to do business in the State, expects to join with Sponsor to participate in the investment in or financing of the Project; and

WHEREAS, a company Central Electric Power Cooperative, Inc. known to the County at this time as a Sponsor Affiliate, a corporation organized and existing under the laws of the State of South Carolina and authorized to do business in the State, expects to join with Sponsor to participate in the investment in or financing of the Project; and

WHEREAS, the Project will create thirty full time jobs and a taxable investment of not less than Two Billion Five Hundred Million Dollars (\$2,500,000,000) (the "Minimum Investment"), consisting of Real Property (hereinafter defined) and Equipment (hereinafter defined) in part due to the commitment of the County to enter into a fee agreement with the Sponsor; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Sponsor that the Project would constitute "economic development property," would be a "project," and would constitute an "enhanced investment," all as individually defined in Title 12, Chapter 44 of the Code; and

WHEREAS, the County and Greenville County established a multi-county industrial and business park (the "Multi-County Industrial Park") by entering into an Agreement for the Development of a Joint Industrial and Business Park, dated 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 of the Code (collectively, the "MCIP Laws"); and

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to Sections 4-1-170, 4-1-175, 4-29-68, and 12-44-70 of the Code to enter into an agreement to grant special source revenue credits with respect to investment by the Sponsor and Sponsor Affiliates in qualified infrastructure in connection with the Project (defined herein as the "Project SSRCs"); and

WHEREAS, the County has determined and found that 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; that the Project will not give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, maintenance of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the

County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and

WHEREAS, pursuant to Ordinance No. 2025-056 adopted by the County Council on December 16, 2025 (the "Ordinance"), the County Council authorized the County to enter into this Agreement with the Sponsor and Sponsor Affiliates regarding the Project to provide for 1) Fee Payments (as defined herein) pursuant to Title 12, Chapter 44 of the Code, 2) Project SSRCs pursuant to Sections 4-1-175 and 12-44-70 of the Code, and 3) the location of the Project in the Park pursuant to Section 4-1-170 of the Code,).

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

ARTICLE I

RECAPITULATION AND DEFINITIONS

Section 1.1 Rules of Construction; use of Defined Terms. Unless the context clearly indicates otherwise in this Agreement, words and terms defined in this Agreement are used with the meanings ascribed thereto in Section 1.2 hereof. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* property taxes. With respect to the Project located in the Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu of *ad valorem* taxes provided for in the MCIP Laws, and, where this Agreement refers to payments of taxes or Fee Payments to county treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park (i.e., the County and Greenville County).

Section 1.2 Definitions.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Agreement.

"Agreement" shall mean this Fee in Lieu and Special Source Revenue Credit Agreement, as defined in the Preamble to this Agreement.

"Chairman" shall mean the Chairman of the County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chairman).

"Clerk" shall mean the Clerk of the County Council (or the person or persons authorized to perform the duties in the absence of the Clerk).

"Code" has the meaning set forth in the Recitals to this Agreement.

"Commencement Date" per Section 12-44-30(2) of the Code, shall mean the last day of the property tax year during which economic development property (excluding land) is first placed in service, except that this day must not be later than the last day of the property tax year which is three (3) years from the year in which the County, the Sponsor and the Sponsor Affiliates enter into this Agreement.

This project requires extensive state and federal permitting, which is anticipated to take three years. As stated below, the Project requires extensive state and federal permitting before the Sponsor is able to make substantial investments. Such permitting is anticipated to take three years. If permitting takes longer than three years, the ten and eight-year deadlines stated above are automatically extended. For example, if final permitting takes five years, the eight-year period to make new capital investment of at least \$600,000,000 would be ten years.

"County" shall mean Anderson County, South Carolina, and its successors and assigns.

"County Council" has the meaning set forth in the Recitals to this Agreement.

"DOR" shall mean the South Carolina Department of Revenue and any successor thereto.

"Equipment" shall mean all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such personal property becomes a part of the Project under this Agreement; and thereby excludes any Non-FILOT Property.

"Event of Default" shall mean any Event of Default specified in Section 10.1 of this Agreement.

"Fee Payments" shall mean the payment in lieu of *ad valorem* property tax payments for the Project to be made by the Sponsor and Sponsor Affiliates pursuant to Section 5.1 of this Agreement.

"Improvements" shall mean improvements to the land at the Project Site, together with any and all additions, accessions, buildings, replacements and substitutions thereto or therefore, to the extent such additions, accessions, buildings, replacements and substitutions become part of the Project under this Agreement; and thereby excludes any Non-FILOT property.

"Indemnified Parties" shall have the meaning set forth in Section 9.2 hereof.

"Infrastructure Improvements" shall mean, pursuant to Section 4-29-68(A)(2) of the Code, the Sponsor's and Sponsor's Affiliate's costs of designing, acquiring, constructing, improving or expanding (a) the infrastructure serving the Project, or (b) improved or unimproved real estate and personal property including machinery and equipment used in the operation of the Project, or (c) other qualifying investments under Section 12-44-70 of the Code and Section 4-1-175 of the Code serving the Project.

"MCIP Laws" has the meaning set forth in Section 1.1 hereof.

"Minimum Investment" is \$2.5 billion.

"Minimum Investment Date" shall mean the end of the eighth (8th) calendar year following the Commencement Date.

"Multi-County Industrial Park" has the meaning set forth in the Recitals to this Agreement.

"Ordinance" has the meaning set forth in the Recitals to this Agreement.

"Permitting" This project requires extensive state and federal permitting before certain construction and placing in service improvements can take place. This permitting will likely take three years, and could be delayed by federal work stoppage, legislation, weather, acts of God, and possibly third party litigation. The County and Sponsor agrees that the deadlines contained in this fee are automatically extended to the extent permitting takes more than three years.

"Project" has the meaning set forth in the Recitals to this Agreement.

"Project Investment Period" shall mean the period beginning with the first day that a portion of the Project is purchased or acquired and ending fifteen (15) years from and after the Commencement Date, in accordance with the Code; provided the conditions for the extension of such period provided in Section 4.2(e) hereof are met; and further provided, that after qualifying for the "enhanced investment" under Section 12-44-30(7) of the Code, the Sponsor meets the requirement per the fifth (5th) sentence of Section 12-44-30(13) of the Code. In the event these conditions are not met, the Project Investment Period shall end in accordance with the provisions of Section 5.3 hereof. As stated below, the Project requires extensive state and federal permitting before the Sponsor is able to make substantial investments. Such permitting is anticipated to take three years. If permitting takes longer than three years, the ten and eight-year deadlines stated above are automatically extended. For example, if final permitting takes five years, the eight-year period to make new capital investment of at least \$600,000,000 would be ten years.

"Project Site" has the meaning set forth in the Recitals to this Agreement.

"Real Property" shall mean any land to be acquired by the Sponsor on which the Project is to be located, together with all and singular rights, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Agreement, all Improvements now or hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Agreement.

"Replacement Property" shall mean any property acquired or constructed after the Project Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

"Project SSRCs" shall mean special source revenue credits, as detailed in Section 5.1(a)(iv) hereof, granted by the County to the Sponsor and Sponsor Affiliates for the purpose of defraying a portion of the cost of the Infrastructure Improvements incurred by the Sponsor and/or Sponsor Affiliates for the Project, pursuant to Sections 12-44-70 and 4-1-175 of the Code.

"Sponsor" shall mean **DUKE ENERGY CAROLINAS, LLC**, a limited liability company organized and existing under the laws of the State of North Carolina, and its successors and assigns.

"Sponsor Affiliates" shall mean **NORTH CAROLINA ELECTRIC MEMBERSHIP CORPORATION**, a corporation organized and existing under the laws of the State of North Carolina, and its successors and assigns and **CENTRAL ELECTRIC POWER COOPERATIVE, INC.**, a cooperative, a corporation organized and existing under the laws of the state of South Carolina. Sponsor Affiliates may be referred to individually herein as "Sponsor Affiliate."

"Stage" in respect to the Project shall mean the year within which Equipment and/or Real Property, if any, is placed into service, as determined by the Sponsor, during each year of the Project Investment Period.

"State" shall mean the State of South Carolina.

"Term" shall mean the period of time as specified in Section 4.1 hereof

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

Section 1.3 Incorporation of Recitals. The Recitals are incorporated into this Agreement and made an integral part hereof.

ARTICLE II

LIMITATION OF LIABILITY; INDUCEMENT

Section 2.1 Limitation of Liability. Any obligation which the County may incur for the payment of money as a result of the acts or transactions described in this Agreement, including the Fee Payments and, the Project SSRCs, shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under this Agreement.

Section 2.2 Inducement. Pursuant to the Code, the Parties acknowledge that to the extent provided herein, and provided certain conditions in this Agreement are met, for the period of forty (40) years each of the Stages will not be subject to *ad valorem* property taxation in the County, and that this factor, among others, has induced the Sponsor to enter into this Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1 Representations and Warranties of the County. The County makes the following representations and warranties to the Sponsor and Sponsor Affiliates and covenants with the Sponsor and Sponsor Affiliates as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Code to execute this Agreement to which it is a party and to fulfill its obligations described in this Agreement. By proper action, the County Council has duly authorized the execution and delivery of this Agreement to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the acts and transactions required of it under this Agreement.

(b) 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 before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County or the consummation of the transactions described in this Agreement.

(c) To the best knowledge of the undersigned representatives of the County, neither the execution and delivery of this Agreement, nor the consummation and performance of the transactions described in this Agreement, violate, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(d) To the best knowledge of the undersigned representatives of the County, neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of this Agreement as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) This Agreement is (or, when executed, will be) a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) Based on the Sponsor's representations, the Project constitutes a "project" within the meaning of the Code.

(g) Based on the Sponsor's representations, the County agrees that, subject to compliance with applicable laws, each item of property comprising the Project shall be considered "economic development property" under the Code.

(h) The County understands, based on Sponsor's representations, that the Sponsor currently meets the requirements of the fifth (5th) sentence of Section 12-4430(13) of the Code.

Section 3.2 Representations and Warranties of the Sponsor. The Sponsor makes the following representations and warranties to the County:

(a) The Sponsor is a limited liability company organized and existing under the laws of the State of North Carolina and is qualified to conduct business in the State of South Carolina. The Sponsor has full power to execute this Agreement and to fulfill its obligations described in this Agreement and, by proper action, has authorized the execution and delivery of this Agreement.

(b) The execution of this Agreement and the fee in lieu of property tax incentive as provided for in this Agreement have been instrumental in inducing Sponsor to locate the Project in the County and in the State.

(c) Neither the execution and delivery of this Agreement nor the consummation and performance of the acts or transactions described in this Agreement violate, conflict with or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any mutual agreement, restriction, statute, law, rule, order or regulation to which the Sponsor is now a party or by which it is bound.

(d) To the best knowledge of the undersigned representatives of the Sponsor, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Sponsor wherein an unfavorable decision, ruling or finding may or would materially adversely affect the Sponsor or the consummation of the transactions described in this Agreement.

(e) This Agreement is (or, when executed, will be) a legal, valid and binding obligation of the Sponsor enforceable against the Sponsor in accordance with its terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The Sponsor intends to operate the Project as facilities and equipment used in a natural gas-fired electric generating facility and for such other purposes permitted under the Code, as the Sponsor may deem necessary. The Project constitutes a "project" and "economic development property" as provided under the Code.

(g) Sponsor will use commercially reasonable efforts to invest (within the meaning of the Code, as well as all applicable regulations and rules of the DOR amounts qualifying as capital investment otherwise subject to *ad valorem* taxation) together with the investment of Sponsor Affiliates in an aggregate of not less than the Minimum Investment in the Project by the Minimum Investment Date.

Section 3.3 Representations and Warranties of the Sponsor Affiliate. North Carolina Electric Membership Corporation, as a Sponsor Affiliate, makes the following representations and warranties to the County:

(a) The Sponsor Affiliate is a corporation organized and existing under the laws of the State of North Carolina and is qualified to conduct business in the State of South Carolina. The Sponsor Affiliate has full power to execute this Agreement and to fulfill its obligations described in this Agreement and, by proper action, has authorized the execution and delivery of this Agreement.

(b) The execution of this Agreement and the fee in lieu of property tax incentive as provided for in this Agreement have been instrumental in inducing Sponsor Affiliate to join with Sponsor to locate the Project in the County and in the State.

(c) While Sponsor Affiliate has joined with Sponsor to locate the Project in the County and in the State, Sponsor Affiliate has not yet consummated acquisition of a taxable interest in the real property underlying the Project or any improvements thereon. Sponsor Affiliate's representations and warranties and other covenants herein are expressly conditioned on Sponsor Affiliate's consummation of acquisition of a taxable interest in Project. Neither the execution and delivery of this Agreement nor the consummation and performance of the acts or transactions described in this Agreement violate, conflict with or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any mutual agreement, restriction, statute, law, rule, order or regulation to which the Sponsor Affiliate is now a party or by which it is bound.

(d) To the best knowledge of the undersigned representatives of the Sponsor Affiliate, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Sponsor Affiliate wherein an unfavorable decision, ruling or finding may or would materially adversely affect the Sponsor Affiliate or the consummation of the transactions described in this Agreement.

(e) This Agreement is (or, when executed, will be) a legal, valid and binding obligation of the Sponsor Affiliate enforceable against the Sponsor Affiliate in accordance with its terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) Sponsor Affiliate will use commercially reasonable efforts to invest (within the meaning of the Code, as well as all applicable regulations and rules of the DOR amounts qualifying as capital investment otherwise subject to *ad valorem* taxation), together with the investment of the Sponsor and the other Sponsor Affiliate (Central Electric Power Cooperative, Inc.), an aggregate of not less than the Minimum Investment in the Project by the Minimum Investment Date.

Section 3.4 Representations and Warranties of the Sponsor Affiliate. The Sponsor Affiliate makes the following representations and warranties to the County:

(a) The Sponsor Affiliate Central Electric Power Cooperative, Inc., is a corporation organized and existing under the laws of the State of South Carolina and is qualified to conduct business in the State of South Carolina. The Sponsor Affiliate has full power to

execute this Agreement and to fulfill its obligations described in this Agreement and, by proper action, has authorized the execution and delivery of this Agreement.

(b) The execution of this Agreement and the fee in lieu of property tax incentive as provided for in this Agreement have been instrumental in inducing Sponsor Affiliate to join with Sponsor to locate the Project in the County and in the State.

(c) Sponsor Affiliate's representations and warranties and other covenants herein are expressly conditioned on Sponsor Affiliate's consummation of acquisition of a taxable interest in Project. Neither the execution and delivery of this Agreement nor the consummation and performance of the acts or transactions described in this Agreement violate, conflict with or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any mutual agreement, restriction, statute, law, rule, order or regulation to which the Sponsor Affiliate is now a party or by which it is bound.

(d) To the best knowledge of the undersigned representatives of the Sponsor Affiliate, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Sponsor Affiliate wherein an unfavorable decision, ruling or finding may or would materially adversely affect the Sponsor Affiliate or the consummation of the transactions described in this Agreement.

(e) This Agreement is (or, when executed, will be) a legal, valid and binding obligation of the Sponsor Affiliate enforceable against the Sponsor Affiliate in accordance with its terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) Sponsor Affiliate will use commercially reasonable efforts to invest (within the meaning of the Code, as well as all applicable regulations and rules of the DOR amounts qualifying as capital investment otherwise subject to *ad valorem* taxation) together with the investment of the Sponsor and the other Sponsor Affiliate (North Carolina Electric Membership Corporation) an aggregate of not less than the Minimum Investment in the Project by the Minimum Investment Date.

ARTICLE IV

TERM; COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 4.1 Term. The applicable term of this Agreement begins on the Effective Date and continues through the end of the thirty-ninth (39th) year following the end of the Project Investment Period; provided however, that if Sponsor fails to meet the requirement in Section 5.3(a) herein, the Term shall be reduced to continue through the end of the twenty-ninth (29th) year following the end of the Project Investment Period. This Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Fee Payments and the *ad valorem* property tax payments subject to FILOT-

Equivalent SSRs on Non-FILOT Property pursuant to Sections 5.1 and 6.1 respectively, hereof, or (b) exercise by the Sponsor of its option to terminate pursuant to Section 8.1 hereof.

Section 4.2 The Project. The Sponsor hereby agrees as follows:

(a) The Sponsor (with the Sponsor Affiliates) has acquired, installed and/or made plans for the acquisition and/or installation of Real Property and Equipment, which comprise the Project.

(b) The cost of the Project will exceed both the "minimum investment" required by Section 12-44-30(14) of the Code and the Minimum Investment pursuant to this Agreement on or before the Minimum Investment Date.

(c) The Sponsor shall cause a copy of this Agreement to be filed with the County auditor, the County assessor, the County attorney, and the DOR within thirty (30) days after the date of execution and delivery hereof. In addition, since the Project is or will be located in a Multi-County Industrial Park, the Sponsor shall cause a copy of this Agreement to be filed with the auditors and assessors for all counties participating in the Multi-County Industrial Park.

(d) The Sponsor and/or Sponsor Affiliates shall deliver to the County auditor, the County assessor, and the County treasurer copies of all forms or returns filed with the DOR with respect to the Project during the Term, not later than thirty (30) days following delivery thereof to the DOR each year.

(e) In the event that the Sponsor and Sponsor Affiliates collectively make the Minimum Investment by the Minimum Investment Date and in accordance with Section 12-44-30 (13) of the Code, the County hereby agrees to grant to the Sponsor a five (5) year extension of the Project Investment Period for a total Project Investment Period of fifteen (15) years from and after the Commencement Date.

Section 4.3 Diligent Completion. The Sponsor agrees to use commercially reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; the project requires extensive state and federal permitting however, notwithstanding anything contained in this Agreement to the contrary, the Sponsor shall not be obligated to complete the acquisition and operation of the Project and the Sponsor may terminate this Agreement with respect to all or a portion of the Project, as set forth in Article VII herein. At such termination, the Sponsor and Sponsor Affiliates will become liable for *ad valorem* property taxes on the Project or such portion thereof as is terminated from inclusion in the Project.

Section 4.4 Modifications to Project. The Sponsor may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V

FEE PAYMENTS; DISPOSITION OF PROPERTY; REPLACEMENT PROPERTY

Section 5.1 Fee Payments. In accordance with the Code, and unless this Agreement with respect to all or a portion of the Project is terminated prior to the expiration of the Term, the Sponsor and Sponsor Affiliates shall be required to make annual Fee Payments with respect to the Project as provided in this Section 5.1 and which will be due and payable and subject to penalty assessments in the manner prescribed by the Code. Such amounts shall be calculated and payable as follows:

(a) The Sponsor and Sponsor Affiliates have agreed to make annual Fee Payments to be calculated in the same manner as property taxes that would be due with respect to the Project if it were taxable, using the following factors:

(i) the Fee Payments on the Project shall be calculated in accordance with Section 12-44-50(A)(1) of the Code; and

(ii) the Fee Payments on the Project shall be calculated using an assessment ratio of four percent (4%), unless Sponsor (acting alone) fails to meet the investment threshold in Section 5.3(a) herein, in which case the assessment ratio shall be 6%; and

(iii) the Fee Payments on the Project shall be calculated on the basis of a fixed millage rate of 0.34385, which is the cumulative property tax millage rate levied by, or on behalf of, all taxing entities within which the Project is located on June 30, 2025; and

(iv) the Fee Payments calculated according to the Code and the factors in this section will be reduced by Project SSRCs described below:

(A) the Project SSRCs shall be calculated and applied after first allocating the portion of the annual Fee Payment amount payable to Greenville County pursuant to the Park Agreement and then multiplying sixty percent (60%) by the amount of the remaining Fee Payment;

(B) subject to the provisions of Section 5.3(a) hereof, the Project SSRC of 60% will be applied to the first four (4) Fee Payments for tax years one through four and the SSRC of 50% will be applied to the next sixteen payments and a SSRC of 50% for years five through 20 provided that the Sponsor will notify the County economic development office, the assessor and the Treasurer (the County) of when the SSRCs will start running; for example, if the Sponsor notifies the County the 60% SSRCs will commence in 2029, then years one through four will be 2029, 2030, 2031 and 2032 and the 50% SSRC would be applied in years 2033-2048. The County must first allocate the FILOT payment to the partner county pursuant to the MCIP Agreement before applying the sixty (60%) and 50 project SSRC. Project SSRCs maybe taken only to the extent of the Sponsor's investment in qualifying infrastructure under sections 4-29-68 and 12-44-70 of the SC Code;

(C) in the event of Sponsor's and Sponsor Affiliates' failure to meet certain investment thresholds, the Project SSRCs will be reduced according to Section 5.3 hereof;

(D) at no time shall the aggregate of Project SSRCs used by the Sponsor or Sponsor Affiliates exceed the aggregate cost of Infrastructure Improvements incurred by the Sponsor or Sponsor Affiliates, respectively; and

(E) Project SSRCs shall be only applicable to Project property reported on DOR Schedule T.

(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.

(b) The Fee Payment on each Stage shall be payable in forty (40) annual installments beginning on September 30th of the year succeeding the year in which each Stage is placed in service by the Sponsor (e.g., if the first Stage is placed in service in 2026, the Fee Payment on such Stage is due September 30, 2028, and delinquent after January 15, 2027), unless Sponsor fails to invest at least \$400,000,000 by the Minimum Investment Date per Section 5.3(a) herein, in which case each Stage shall be payable in thirty (30) annual installments;

(c) Subject in all events to the provisions of the Code, the fair market value estimate determined by the DOR for the Project will be as follows:

(i) for real property, if real property is acquired or constructed for the fee in lieu or is purchased in an arm's length transaction, using the original tax basis for South Carolina income tax purposes without regard to depreciation, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; provided further that once fair market value is determined for real estate, that value shall remain fixed for the Term; and

(ii) for personal property, using the original tax basis for State income tax purposes less depreciation allowable for property tax purposes pursuant to S.C. Rev. Proc. #04-5 for utility property.

(d) The Fee Payments must be made on the basis that the Project, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those

taxes, except for the exemptions allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and Sections 12-37220(B)(32) and (34) of the Code.

(e) If the Project is deemed or determined through a final judicial decision by a court of competent jurisdiction to be subject to *ad valorem* taxation, the Fee Payments to be paid to the County by the Sponsor and Sponsor Affiliates shall become equal to the amount which would result from taxes levied on the Project by the County, municipality, school district or school districts and other political units as if the property was and had not been economic development property under the Code. In such event, any amount determined to be due and owing to the County from the Sponsor and Sponsor Affiliates with respect to a year or years for which Fee Payments have been previously remitted by the Sponsor and Sponsor Affiliates to the County hereunder shall be reduced by the total amount of Fee Payments made by the Sponsor and Sponsor Affiliates with respect to the Project pursuant to the terms hereof.

Section 5.2 Disposal of Property; Replacement Property. Subject to the applicable provisions of the Code:

(a) In any instance where the Sponsor or Sponsor Affiliates determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Sponsor or Sponsor Affiliates may remove such item (or such portion thereof) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefore. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1 and this Section 5.2 with respect to Replacement Property, the Fee Payments required by Section 5.1 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) The Sponsor or Sponsor Affiliates may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for any or all property or portions thereof disposed of, or deemed disposed of. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

(c) Replacement Property shall be included (using its income tax basis) in the calculation of Fee Payments pursuant to Sections 5.1(a)(i), (ii), and (iii) herein, but only up to the original income tax basis of property which is being disposed of the same property tax year.

(d) Replacement Property shall be deemed to replace the oldest property subject to the fee in lieu which is disposed of in the same property tax year that the Replacement Property is placed in service. More than one piece of property can replace a single piece of

property. Replacement Property is not required to serve the same function as the property it is replacing.

(e) Replacement Property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced.

(f) To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Code were not allowed.

(g) Replacement Property is entitled to the Fee Payments pursuant to this Section 5.1 for the period of time remaining on the forty (40) year fee period (or thirty (30) year period to the extent so provided in Section 5.3(a) hereof) for the property which it is replacing.

Section 5.3 Minimum Investment. The Sponsor agrees to meet the Minimum Investment by the Minimum Investment Date; however, in the event the Sponsor, together with the Sponsor Affiliates, do not meet the investment thresholds pursuant to the Code and this Agreement, the terms and calculations of the Fee Payments and SSRCs will be modified accordingly:

(a) **In the event the Sponsor (acting alone) fails to make a new taxable capital investment at the Project of at least 600,000,000 by the eighth year (2033):**

(i) **The assessment ratio in Section 5.1(a)(ii) will retroactively revert to six percent (6%) and the Sponsor and Sponsor Affiliates shall pay the County an additional payment equal to the difference between the total amount of Fee Payments that were paid by the Sponsor and Sponsor Affiliates as of the date of retroactive conversion and the total amount of Fee Payments that would have otherwise been due from the Sponsor and Sponsor Affiliates using a 6% assessment ratio together with interest as provided in the Code;**

(ii) **The Project Investment Period will be shortened to eight (8) years' provided that the Sponsor and the Sponsor Affiliates have made, in the aggregate, a new taxable capital investment at the Project of at least the "minimum investment" as defined in Section 12-44-30(14) of the Code by the end of the fifth (5th) calendar year following the Commencement Date;**

(iii) **Each Stage of the exemption from *ad valorem* property taxes shall be reduced to thirty (30) years for each Stage;**

(b) **In the event the Sponsor, together with the Sponsor Affiliates, have made a new taxable capital investment at the Project of at least \$400,000,000 but less than \$2,200,000,000 by the by the end of the 5th year of the investment period :**

(i) **the Project SSRCs in Section 5.1(a)(iv) shall be reduced to twenty five percent (25%) prospectively and shall terminate after twenty (20) total years of Fee Payments; and**

(ii) the Project Investment Period will be shortened to eight (8) years.

(c) In the event the Sponsor and the Sponsor Affiliates have made a new capital investment of less than \$2,200,000,000 and have failed to create 30 full time jobs by the fifth year (2033) the Project SSRCs shall be reduced to 15% prospectively. If the required capital investment and jobs are subsequently made by the eighth year of the investment period, the SSRCs will be restored to 50% prospectively only.

(d) In the event the Sponsor together with Sponsor Affiliates have made a new taxable capital investment at the Project of at least \$500,000,000 but less than the Minimum Investment by the Minimum Investment Date, the Project Investment Period will be shortened to ten (10) years.

(e) In the event the Sponsor together with the Sponsor Affiliates fail to make a new taxable capital investment at the Project of at least the "minimum investment" as defined in Section 12-44-30(14) of the Code by the end of the fifth (5th) calendar year following the Commencement Date, this Agreement will terminate and the Sponsor shall pay the County an additional payment in accordance with Section 12-44-140 (B) of the Code.

Section 5.4 Multi-County Industrial Park. The County agrees, at the Sponsor's sole expense, to use reasonable good faith efforts to enter into or amend the existing Park Agreement with Greenville County, South Carolina as necessary to include the Project, pursuant to the MCIP Laws, and to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to include the Project in the Multi-County Industrial Park.

Section 5.5 Payment of Administrative Expenses. The Sponsor will reimburse the County from time to time for Administrative Expenses promptly upon request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same.

Section 5.6 Fee Payments Secured by Tax Lien. The County's right to receive Fee Payments hereunder shall have first priority lien status pursuant to Section 12-44-90 of the Code and Chapters 4 and 54 of Title 12 of the Code.

ARTICLE VI

PROPERTY TAX EXEMPTION

Section 6.1 Protection of Tax Exempt Status of the Project. In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State, the County, the Sponsor and the Sponsor Affiliates covenant that:

(a) all rights and privileges granted to any Party under this Agreement shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the Sponsor, the Sponsor Affiliates and the County have not and will not knowingly commit or permit (as to any act over which it has control) any act which would cause the Project to be subject to *ad valorem* property taxes (or other similar or substitute taxes) by the County in which any part of the Project is located; and

(c) the Sponsor, the Sponsor Affiliates and the County (as to any act over which it has control) will not knowingly do anything to impair the identity of the Project as a "project" in accordance with the Code.

ARTICLE VII

SPONSOR OPTION TO TERMINATE; CONTINUING OBLIGATION

Section 7.1 Option to Terminate.

(a) From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least thirty (30) days written notice to County, the Sponsor may terminate this Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Agreement, the Sponsor and the Sponsor Affiliates will thereafter become liable for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project.

(b) **In the event that the Sponsor terminates this Agreement prior to making a new capital investment of \$400,000,000 at the Project, the Sponsor and the Sponsor Affiliates shall pay to the County an additional payment equal to the payment in Section 5.3(a)(i).**

Section 7.2 Sponsor's and Sponsor Affiliates' Continuing Obligations after Termination by Sponsor. In the event the Sponsor terminates this Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants pursuant to Section 9.2 hereof for events occurring prior to such termination; the Sponsor shall continue to be obligated to the County for the payment of Administrative Expenses; and the Sponsor and Sponsor Affiliates shall continue to be obligated to the County for any Fee Payments that become due and payable prior to the date of termination or retroactive payments required under this Agreement or the Code.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1 Confidentiality; Access to Records; Filings. The County agrees to limit the disclosure of confidential or proprietary information provided by the Sponsor or Sponsor Affiliates to the County except as may be required under the South Carolina Freedom of Information Act or other applicable law. All information considered by the Sponsor or Sponsor

Affiliates to be confidential and/or propriety shall be prominently marked as such or otherwise designed in writing with specificity by the Sponsor or Sponsor Affiliates. The County **shall** not divulge any such confidential or proprietary information to any other person, **firm or** entity unless specifically required to do so by law; provided, however, that the County **shall** have no less rights concerning information relating to the Project, the Sponsor and the Sponsor Affiliates than concerning any other taxpayer in the County. In the event the County is required **to** disclose any confidential or proprietary information obtained from the Sponsor or Sponsor **Affiliates** to a third party, the County agrees to provide the Sponsor or Sponsor Affiliates with maximum practicable advance notice of such requirement before making such disclosure, and to reasonably cooperate with the Sponsor and Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement, all at the Sponsor's or Sponsor Affiliates' sole expense.

Section 8.2 Indemnification Covenants.

(a) The Sponsor and Sponsor Affiliates release the County, including the members of the governing body of the County, and the elected officials, employees, officers, and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agree that the Indemnified Parties shall not be liable for, and agree to defend and hold Indemnified Parties harmless against, any claim by a third party based upon any loss or damage to property or any injury to or death of any person or any liability whatsoever, including without limitation, liability under any environmental or other regulatory laws, that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, or the use thereof, unless such loss, damage, injury, death, or liability arises from the gross negligence or intentional acts of an Indemnified Party. The Sponsor and Sponsor Affiliates further agree to indemnify and save harmless the Indemnified Parties against and from any and all costs, liabilities, expenses, and claims incurred or made by third parties arising from the performance by such an Indemnified Party of any obligations of the County under this Agreement and agree to defend and indemnify and save harmless the Indemnified Parties from and against any losses arising from any breach or default on the part of the Sponsor or Sponsor Affiliates in the performance of any covenant or agreement on the part of the Sponsor or Sponsor Affiliates to be performed pursuant to the terms of this Agreement or arising from any negligent act of the Sponsor or Sponsor Affiliates, or any of its agents, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon; provided, however, that in any of the foregoing cases such loss, cost, liability, expense or claim is not occasioned by grossly negligent or intentional acts of an Indemnified Party.

(b) All covenants, stipulations, promises, agreements, and obligations of the County contained in this Agreement shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any elected official, officer, agent, servant, or employee of the County in his individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained, or for any claims based thereon against any member of the

governing body of the County or any elected official, officer, agent, servant, or employee of the County.

(c) All special source revenue credits provided by the County to the Sponsor and Sponsor Affiliates shall be a limited obligation of the County to be credited on the FILOT tax bills generated by the County, and the obligation to provide such credits shall not give rise to any pecuniary liability on the part of the County nor constitute a general obligation of the County or a pledge of its full faith, credit or general taxing power

(d) The cumulative amount of the Special Source revenue credits to be taken shall never exceed the Sponsor and Sponsor Affiliates cumulative investment in qualifying infrastructure.

(e) The Sponsor shall pay the reasonable expenses of the County, including attorney's fees, incurred in connection with the negotiation, documenting and administering of the incentives referred to in this fee agreement.

(f) If any action, suit, or proceeding for which the Sponsor or Sponsor Affiliates have an indemnification obligation under this Section 9.2 is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Sponsor, and the Sponsor shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Sponsor shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Sponsor has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event that the counsel engaged by the Sponsor reasonably determines that a conflict of interest exists between the County and the Sponsor, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Sponsor shall be liable for the reasonable cost of such counsel. The Sponsor's defense obligations herein shall be supplied with counsel acceptable to the County which such approval shall not be unreasonably withheld.

Section 8.3 Assignment and Leasing. This Agreement may be transferred or assigned, in whole or in part by the Sponsor or Sponsor Affiliates and the Project may be leased or subleased as a whole or in part by the Sponsor or Sponsor Affiliates so long as such transfer, assignment, lease, or sublease is made in compliance with Section 12-44-120 of the Code or any successor provision; provided, however, that in connection with any transfer, assignment or total lease or sublease by the Sponsor which releases the Sponsor from this Agreement, the prior approval or subsequent ratification of the County shall be required. Such approval or ratification shall not be unreasonably withheld. To the extent any required or further consent of the County to any such transfers or assignments is requested, the County may do so by passage of a resolution of County Council. The Chairman and the Clerk are hereby each expressly authorized and directed to evidence the County's consent by timely executing such documents as the Sponsor may reasonably request.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. The occurrence of any one or more of the following events shall be an Event of Default under this Agreement:

(a) If a Fee Payment or any other amount payable hereunder by the Sponsor or Sponsor Affiliates becomes delinquent and Sponsor or Sponsor Affiliates fails to make such Fee Payment or other payment within sixty (60) days after receiving notice of default from the County; or

(b) If the Sponsor or Sponsor Affiliates shall fail to observe or perform any material covenant, condition or agreement required herein to be observed or performed (other than as referred to in (a) above), and such failure shall continue for a period of sixty (60) days after notice of default has been given to such defaulting party by the County; provided if it takes longer than sixty (60) days to cure such default and the Sponsor or Sponsor Affiliates is diligently attempting to cure such default, there shall be no Event of Default during such inability.

Section 9.2 Remedies. Upon the occurrence of an Event of Default, the County may terminate this Agreement by providing Sponsor and Sponsor Affiliates with thirty (30) days' notice of such intent to terminate and/or take whatever action at law or in equity as may appear necessary or desirable to collect any Fee Payments and any other payments then due or to enforce observance or performance of any covenant condition or agreement of the Sponsor under this Agreement, including, without limitation, enforcement of a statutory lien on the Project for any non-payment of Fee Payments hereunder.

ARTICLE X

MISCELLANEOUS

Section 10.1 Notices. All notices, approvals, consents, requests and other communications required or permitted hereunder shall be in writing and may be delivered personally, or sent by certified mail, return receipt requested, or by a nationally recognized overnight courier to the following addresses, unless the Parties are subsequently notified of any change of address in accordance with this Section 10.1:

If to the Sponsor:

**Duke Energy Carolinas, LLC
550 S. Tryon
Charlotte, NC 28202
Attention: Cooper Monroe
Telephone: 704-382-6125**

With a copy (which does not constitute notice to):

Adams & Reese, LLP
Attention: Burnet R. Maybank, III, Esq.
1221 Main Street, Suite 1200
Columbia, SC 29201

Telephone: 803-254-4190

If to the Sponsor Affiliate:

North Carolina Electric Membership Corporation
Mail: P.O. Box 27306
Raleigh 27611-7306
Delivery: 3400 Sumner Blvd.
Raleigh, NC 27616
Attention: Charlie Bayless, SVP & General Counsel
Telephone: 919-793-5395-

If to the Sponsor Affiliate:

Central Electric Power Cooperative, Inc.
Mail: 20 Cooperative Way
Columbia, SC 29210
Ryan Thomas
Attention: Chief Financial Officer
Telephone: 803-779-4975

If to the County:

Anderson County, South Carolina
101 South Main Street
P.O. Box 8002
Anderson, South Carolina 29621
Attention: Rusty Burns, County Administrator
Telephone: (864) 260-4031

With a copy (which does not constitute notice to):

Anderson County, South Carolina
P.O. Box 8002
Anderson, South Carolina 29621
Attention: Leaoon C. Harmon, County Attorney
Telephone: (864)-260-4031

Any notice shall be deemed to have been received as follows: (a) by personal delivery, upon receipt; (b) by overnight courier, one (1) business day after delivery to the courier by the Party serving notice; and (c) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the Party serving notice. Any Party may change the address to which notices, approvals, consents, requests and/or other communications hereunder are to be sent by giving the other Parties notice in the manner herein set forth.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the County and the Sponsor and their respective successors and assigns.

Section 10.3 Invalidity and Severability. In the event that the Code or the Fee Payments described in Section 5.1 hereof is determined to be invalid in its entirety, the Parties hereby agree

that except as the final judicial decision may otherwise require, the Sponsor shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Agreement, unless that decision destroys the basis for the transaction.

Section 10.4 Payments Due on Saturday, Sunday and Holidays. Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

Section 10.5 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Sponsor. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

Section 10.6 Entire Agreement. This Agreement represents the entire agreement between the Sponsor and the County related to the subject matter hereof and supersedes any other prior oral or written agreements or understandings related thereto.

Section 10.7 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8 Law Governing Construction of Agreement; Venue. The laws of the State of South Carolina shall govern the construction of this Agreement. Any dispute arising out of, or related in any manner to, this Agreement must be brought exclusively in the Anderson County, South Carolina Court of Common Pleas.

Section 10.9 Headings. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the County and the Sponsor, pursuant to due authority, have duly executed this Fee in Lieu and Infrastructure Credit Agreement, all as of the date first above written.

ANDERSON COUNTY COUNCIL

BY: _____
Tommy Dunn

Chairman County Council
Anderson County, South Carolina

ATTEST:

Renee Watts
Clerk to Council
Anderson County, South Carolina

Rusty Burns
County Administrator

DUKE ENERGY CAROLINAS, LLC

BY: _____
Name
Title

**NORTH CAROLINA ELECTRIC
MEMBERSHIP CORPORATION**

BY: _____
Name: JOSEPH P. BRANNON
Title: EVP & CEO

**CENTRAL ELECTRIC POWER
COOPERATIVE, INC.**

BY: _____
Name: Ryan Thomas
Title: CVP & CFO

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

ORDINANCE NO. 2026-016

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; 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 Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit B to the Agreement is hereby 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, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit B as so revised, without further action by either county.

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Anderson County Administrator

By: _____
Clerk to Anderson County Council

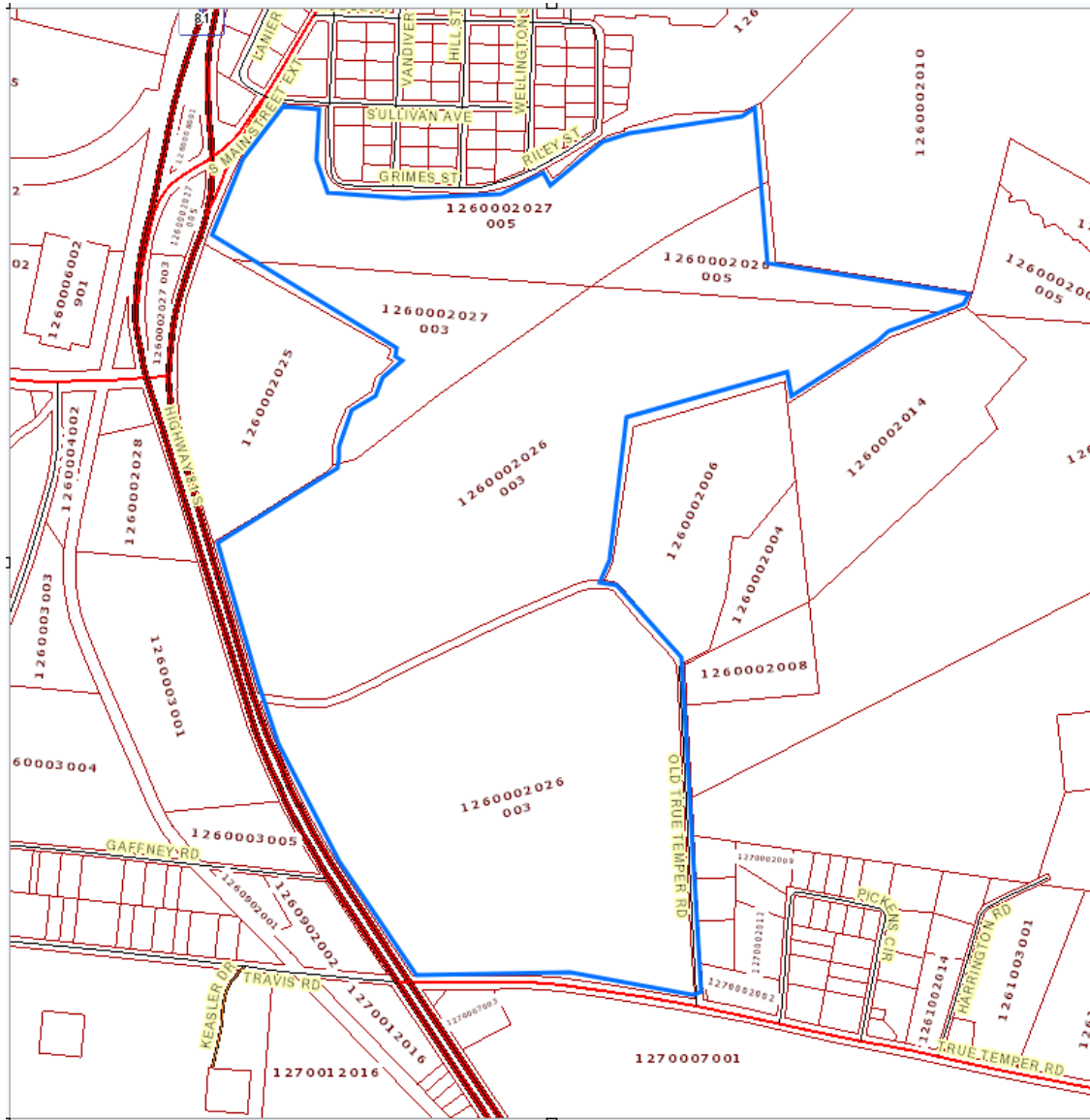
First Reading: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

Addition to Exhibit B 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

Anderson County

New CC Station – Parcels and legal descriptions

- 1260002027 003 - CP 000/000 PP S 870/6B, F000 D000 PP 100/341, 15.04 AC
- 1260002027 005 - CP 000/000 PP S 870/6B, F000 D000 PP 100/341, 36.24 AC
- 1260002026 005 - CP S 1991/2, F000 D000 PP S 870/6B, HWY 81S 9.61 AC
- 1260002026 003 - CP S 1991/2, F000 D000 PP S 870/6B, HWY 81S 137.79 AC



ORDINANCE NO. 2026-017

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA AND COMPANIES KNOWN TO THE COUNTY AND REFERRED TO AT THIS TIME AS “PROJECT BENTO” 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; 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, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously pass an Inducement Resolution dated December 2, 2025 (the “*Inducement Resolution*”) with respect to potential investment by certain related companies known to the County and identified for the time being as “*Project Bento*” (the “*Companies*”), with respect to 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 facility in the County for the manufacture and distribution of food products (collectively, the “*Project*”); and

WHEREAS, the Companies have represented that the Project will involve a collective investment of approximately \$11,500,000 in the County and the expected creation of approximately 202 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 Companies 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 (the “*Park*”) such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Companies (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Companies with respect to the Project (“*FILOT Payments*”), and (b) provide for certain special source

credits to be claimed by the Companies against their 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

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee 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 appropriate instruments 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 Companies, 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. Revenues generated for the Park from the Project through FILOT Payments (after application of the special source credits described in the Fee Agreement) to be retained by the County (“Net Park Fees”) under the agreement governing the Park shall be distributed within the County as follows:

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

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

(c) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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 3. The form, terms and provisions of the Fee 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 was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the County Administrator and the Clerk to County Council are hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the

Companies and to cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is 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 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 now before this meeting.

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, empowered and directed to do any and all things necessary to effect the execution and delivery of the Fee 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.

ENACTED in meeting duly assembled this __ day of _____, 20__.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

Clerk to County Council

APPROVED AS TO FORM:

County Attorney

First Reading: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

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 approval, by the County Council at its meetings of _____, 20__, _____, 20__, and _____, 20__, 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: _____, 20__

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

by and among

ANDERSON COUNTY, SOUTH CAROLINA,

PROJECT BENTO LANDOWNER

and

PROJECT BENTO OPCO

Dated as of _____, 2026

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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 Names:	TBA	Project Name:	Bento
Projected Investment:	\$11,500,000	Projected Jobs:	202
Location (street):	TBA	Tax Map No.:	TBA
1. FILOT			
Required Investment:	\$10,000,000		
Investment Period:	5 years	Ordinance No./Date:	TBD
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	339.14	Net Present Value (if yes, discount rate):	n/a
Clawback information:	See Section 4.03(a)		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville, December 1, 2010		
3. SSRC			
Total Amount:	30%		
No. of Years	7 years		
Yearly Increments:			
Clawback information:	See Section 4.02(d). If \$10,000,000 is not invested by the end of the third year after property is first placed into service under this Fee Agreement and/or if 75 jobs are not created by the end of the third year after property is first placed into service under this Fee Agreement, the Special Source Credits will be reduced to 15% prospectively.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "**Fee Agreement**," as further defined below) is made and entered into as of _____, 20__ by and among **ANDERSON COUNTY, SOUTH CAROLINA** (the "**County**," as further defined below), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**," as further defined below), acting by and through the Anderson County Council (the "**County Council**," as further defined below) as the governing body of the County, "Project Bento Landowner", a _____ organized and existing under the laws of the State of _____, (the "**Landowner**") and "Project Bento OpCo", a _____ organized and existing under the laws of the State of _____ (the "**OpCo**", and together with the Landowner, the "**Companies**," as further defined below).

RECITALS

1. Title 12, Chapter 44 (the "**FILOT Act**," as further defined below), Code of Laws of South Carolina, 1976, as amended (the "**Code**," as further defined below), 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**," as further defined below).

3. The Landowner (as a Sponsor, within the meaning of the FILOT Act) and the OpCo desire to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture and distribution of food products.

4. Based on information supplied by the Companies, 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 _____, 20__, the County Council has authorized the County to enter into this Fee Agreement with the Companies 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 Companies for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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 Companies a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Companies (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Companies (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Companies (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 Companies (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 Companies enter into this Fee Agreement.

“Companies” shall mean the Landowner and the OpCo 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 each of the Landowner and the OpCo.

“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 Companies and any Sponsor Affiliates of at least \$10,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement) and existing property in the County.

“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 Companies’ or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by their 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 Companies 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 \$5,000,000 by the Companies 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.

“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 Companies 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 the Land and all the Equipment and Improvements that the Companies determine to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Companies 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 Companies or any Sponsor Affiliate in their respective sole discretion, elect 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 Companies pursuant to Section 4.02 hereof.

“Sponsor Affiliate” shall mean an entity that joins with the Companies 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 Companies 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” as used herein shall include not only investments made by the Companies and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Companies 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 Companies.

[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 Companies, 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 Companies select 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 339.14 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 will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Landowner

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

(a) The Landowner is organized and in good standing under the laws of the State of _____, 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 Landowner intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Landowner intends to operate the Project for the purpose of _____, and for such other purposes that the FILOT Act permits as the Landowner may deem appropriate.

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

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

Section 2.03 Representations, Warranties, and Agreements of the OpCo

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

(a) The OpCo is organized and in good standing under the laws of the State of _____, 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 OpCo intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The OpCo intends to operate the Project for the purpose of _____, and for such other purposes that the FILOT Act permits as the OpCo may deem appropriate.

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

(d) The OpCo, together with the Landowner and 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 Companies intend and expect, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 202 new, full-time jobs (with benefits) within the Investment Period. The Companies anticipate that Economic Development Property will first be placed in service under this Fee Agreement during the calendar year ending December 31, 2026.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Companies and the County hereby agree that the Companies 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 Companies or any Sponsor Affiliate select for such treatment by listing such assets in their respective annual PT-300S forms (or comparable forms) 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 Companies and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Companies, together with any Sponsor Affiliates, do not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Companies may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Companies, in their respective discretion, deem useful or desirable. In such event, the Companies, at their 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 Companies agree to use 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 Companies 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 Companies 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 Companies and any Sponsor Affiliates agrees 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 Companies 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 Companies 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 Companies anticipate 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 Companies have negotiated the amount of the FILOT Payments in accordance therewith. The Companies 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 Companies 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 Companies and any Sponsor Affiliates obtain 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 Companies 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 Companies and any Sponsor Affiliates to make annual FILOT Payments.

Step 3: Use a millage rate of 339.14 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 Companies and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Companies 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 Companies 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 Companies and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Companies and such Sponsor Affiliates, with respect to a year or years for which the Companies or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Companies 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 Companies or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

(c) Revenues generated for the MCIP from the Project through FILOT Payments (after application of the Special Source Credits described herein) to be retained by the County (“*Net Park Fees*”) under the MCIP Agreement shall be distributed within the 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 the County; and
- (3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the County portion of the MCIP 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 4.02 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 Companies for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Companies shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Companies’ FILOT Payments for a period of seven (7) consecutive years in an amount equal to thirty percent (30%) of that portion of FILOT Payments payable by the Companies with respect to the Project (that is, with respect to investment made by the Companies in the Project during the Standard Investment Period), 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 Companies 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.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Companies exceed the amount expended with respect to the Infrastructure at any point in time. The

Companies 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 not be met by the end of the third year after any portion of Economic Development Property is first placed in service and/or if at least 75 new, full-time jobs are not created by the end of the third year after and portion of Economic Development Property is placed in service, the Special Source Credits otherwise payable under this Fee Agreement shall be reduced to 15% prospectively.

(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 Companies 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 Companies 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.

(h) The Companies shall not be entitled to receive Special Source Credits on any property receiving special source credits under that certain Special Source Credit Agreement by and among the Companies and the County and dated as of [_____, 2026].

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Companies, together with any Sponsor Affiliates, fail to meet the FILOT Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Companies 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 Companies 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 Companies 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 Companies agree 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 Companies and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in their respective 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 Economic Development Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Companies or any Sponsor Affiliate elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Companies or any Sponsor Affiliate otherwise utilize Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Companies 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 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 Companies 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 Companies 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 Companies cease operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Companies cease operations as set forth in this Section 5.01. For purposes of this Section, "cease 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 Companies 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 Companies or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Companies agree 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 Companies' 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 Companies 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 Companies 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 Companies 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 Companies and any Sponsor Affiliates acknowledges 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 Companies or any Sponsor Affiliates to any third party, the County agrees to provide the Companies 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 Companies 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 Companies or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Companies from enforcing their rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Companies and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Companies 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 Companies 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 Companies or any Sponsor Affiliates with respect to the Project and any security interests granted by the Companies 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 Companies, 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 Companies agree 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 Companies or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the term of this Fee Agreement, and, the Companies 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 Companies or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Companies or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Companies or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Companies or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Companies 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 Companies 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 Companies or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Companies 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 Companies 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 Companies 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 Companies or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Companies and any Sponsor Affiliates warrants 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 Companies 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 Companies or any Sponsor Affiliate or operates such assets for the Companies or any Sponsor Affiliate or is leasing the portion of the Project in question from the Companies 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 Companies 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 Companies 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 Companies 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 Companies 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 Companies or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Companies 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 Companies, 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 Companies 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 Companies or such Sponsor Affiliate under this Fee Agreement and/or any release of the Companies or such Sponsor Affiliate pursuant to this Section.

Each of the Companies 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 Companies and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Companies agree 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. The Companies agree to pay the County's legal fees in the amount of \$4,500 for the review and finalization of this Fee Agreement.

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 Companies 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 Companies or such Sponsor Affiliate until the Companies or such Sponsor Affiliate shall have fully paid the amount, and the Companies 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 Companies 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 Companies 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 Companies, in form reasonably acceptable to the County. The Companies 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 Companies 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 Companies and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

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

(c) Failure by the Companies 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 Companies and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Companies 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 Companies or such Sponsor Affiliate are 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 Companies 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 Companies 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 Companies or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Companies’ (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 Companies 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 Companies 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 Landowner:

Attn: _____

With a copy to:

If to the OpCo:

Attn: _____

With a copy to:

If to the County:

101 South Main Street
Anderson, SC 29624
Attn: County Administrator

With a copy to:

101 South Main Street

Anderson, SC 29624
Attn: County Attorney

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 Companies 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.

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 Companies and any Sponsor Affiliates, the County agrees to execute and deliver to the Companies and any such Sponsor Affiliates such additional instruments as the Companies 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 Companies and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Companies 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 Companies 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 Companies and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Companies

The Companies are 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 Companies' obligations 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 Companies have caused this Fee Agreement to be executed by their respective duly authorized officers, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

ATTEST:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

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

By: _____
Its: _____

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[TBA]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Anderson County, South Carolina and 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 _____ (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 _____, 20__ between Anderson County, South Carolina and 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) **[Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.]** 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: _____

ORDINANCE NO. 2026-018

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA AND COMPANIES KNOWN TO THE COUNTY AND IDENTIFIED AT THIS TIME COLLECTIVELY AS “PROJECT BENTO” WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN SPECIAL SOURCE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; 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, 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, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payments in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; 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, the County Council has agreed to assist _____, a _____ (the “*Operating Company*”) and _____, a _____ (the “*Landlord*”) and together with the Operating Company, the “*Companies*”) (formerly known to the County as Project Bento), in the establishment by the Companies of a manufacturing and distribution facility in the County (the “*Project*”) by (i) adding the Company to a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act (a “*Park*”) and (ii) pursuant to the Section 4-1-175 of the Multi-County Park Act, providing for certain special source credits against payments in lieu of taxes by the Company from and with respect to the Project in qualified Infrastructure used in the establishment and operation of the Project; and

WHEREAS, the Company has represented that the Project will involve a combined investment of approximately \$11,500,000 in the County and the expected creation of approximately 202 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Special Source Credit Agreement); 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 Council has agreed, pursuant to Section 4-1-175 of the Multi-County Park Act, to provide special source credit financing of the Infrastructure with respect to the Project by providing a credit to the Company against payments in lieu of taxes for the Project in the Park (the ***“FILOT Payments”***) in an annual amount equal to: (a) forty-one percent (41%) of the FILOT Payments for the Project in the Park, for a period of thirty (30) consecutive years as to each increment of investment placed in service within the Investment Period; and (b) an additional thirty percent (30%) of the FILOT Payments for the Project in the Park, for a period of seven (7) consecutive years, beginning with the FILOT Payment to be first payable on or before the January 15 immediately following the year immediately following the first year in which any portion of the Project is first placed in service for the Project in the Park, all subject to the Company meeting the investment set forth herein, and all as set forth more fully in the Special Source Credit Agreement between the County and the Company presented to this meeting (the ***“Special Source Credit Agreement”***); and

WHEREAS, the County has determined and found, on the basis of representations of the Company, that 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; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and

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

WHEREAS, it appears that the Special Source Credit Agreement above referred to, which is now before this meeting, is in appropriate form and is 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. The Chairman of County Council, for and on behalf of the County, is hereby authorized, empowered and directed to execute and deliver the Special Source Credit Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such official shall determine and as are not inconsistent with the matters contained herein, and are directed to do anything otherwise necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County under and pursuant to the Special Source Credit Agreement.

Section 2. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized, empowered and directed to do any and all things necessary to effect the execution and delivery of the Special Source Credit Agreement and the performance of all obligations of the County thereunder.

Section 3. Revenues generated for the Park from the Project through FILOT Payments (after application of the Special Source Credits described in the Special Source Credit Agreement) to be retained by the County (“Net Park Fees”) under the agreement governing the Park shall be distributed within the 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 the County; and

(3) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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 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 5. 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.

ENACTED in meeting duly assembled this __ day of _____, 20__.

ANDERSON COUNTY, SOUTH CAROLINA

Chairman of County Council

County Administrator

Attest:

Clerk to County Council

APPROVED AS TO FORM:

County Attorney

First Reading: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

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 approval, by the County Council at its meetings of _____, 20__, _____, 20__, and _____, 20__, 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: _____, 20__

SPECIAL SOURCE CREDIT AGREEMENT

among

ANDERSON COUNTY, SOUTH CAROLINA,

and

“PROJECT BENTO OPERATING COMPANY”

a _____

and

“PROJECT BENTO LANDLORD”

a _____

Dated as of _____, 20__

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____, 20__ (the “*Agreement*,” as further defined below), among ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*,” as further defined below), and _____, a _____ organized and existing under the laws of the State of _____ (the “*Operating Company*”), _____, a _____ organized and existing under the laws of the State of _____, (the “*Landlord*”) (the Operating Company and the Landlord, individually, a “*Company*”, and collectively, the “*Companies*,” as further defined below).

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*,” as further defined below); and

WHEREAS, the Operating Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, owned by the Landlord (the “*Land*”); and

WHEREAS, the Companies have represented that they intend 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 a manufacturing facility in the County (the “*Project*”), which will result in an expected aggregate investment of at least \$11,500,000 and the expected creation of approximately 202 new, full-time, jobs (with benefits), 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*,” as further defined below) 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*,” as further defined below), 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 further defined below), 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 Companies are 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*,” as further defined below), 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 Companies in respect of the Companies' 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 _____, 2026, following conducting a public hearing on _____, 2026;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Companies 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.

"Companies" and **"Company"** shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"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.

"Fee Payments" shall mean the payments in lieu of taxes made by the Companies 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.

"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.

“Investment Target” shall mean the investment by the Companies of at least \$10,000,000 in the Project.

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

“Landlord” 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.

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

“Ordinance” shall mean the ordinance enacted by the County Council on _____, 2026, authorizing the execution and delivery of this Agreement.

“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 Multi-County Park Act, or any successor provision, with respect to the Project.

“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 Companies hereunder.

“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.

“Special Source Credits” shall mean the credits to the Fee Payments in respect of the Companies’ investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

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 Infrastructure Credit Act and the Multi-County Park 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 Companies 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 Companies make the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Operating Company is a _____ duly organized, validly existing, and in good standing under the laws of the State of _____ 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) The Landlord is a _____ duly organized, validly existing, and in good standing under the laws of the State of _____, 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.

(c) 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 either of the Companies are now a party or by which either 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 either Company, other than as may be created or permitted by this Agreement.

(d) The Companies shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(e) To the best knowledge of the Companies, 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 Companies 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 Companies is there any basis therefore.

(f) The Companies agree 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. The Companies agree that they will pay the County's legal fees in the amount of \$4,000 for the review and finalization of this Agreement.

(g) The Companies agree to maintain such books and records with respect to the Project as will permit verification of the Companies' compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Companies, 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 Companies believe 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 Companies.

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 Companies' expense, pursuant to Section 4-1-170 of the Multi-County Park 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) The County covenants that it will from time to time, at the request and expense of the Operating 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 Companies 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 Companies for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15 immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Operating Company and the Landlord Special Source Credits: (i) for a period of thirty (30) consecutive years on each increment of investment placed in service during the Investment Period in an amount equal to forty-one percent (41%) of that portion of Fee Payments payable by the Operating Company and the Landlord with respect to the Project (that is, with respect to investment made by the Companies in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement; and (ii) for a period of seven (7) consecutive years in an amount equal to an additional thirty percent (30%) of that portion of Fee Payments payable by the Operating Company and the Landlord with respect to the Project (that is, with respect to investment made by the Companies in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the Park Agreement. In the event that either or both of the Companies would be entitled to receive a property valuation exemption pursuant to S.C. Code Ann. § 12-37-220(B)(52) or any successor provision, such exemption will be applied against the credits set forth in this Section 3.02(a)(i), it being the intent of the parties that the Companies shall be provided an effective assessment ratio on their property of six percent (6%).

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Operating Company or the Landlord 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. Each of the Operating Company and the Landlord hereby waive 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 Operating Company and the Landlord agree that notwithstanding such waiver, if they 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 amount of the Special Source Credit that the Operating Company and the Landlord are otherwise eligible to receive shall be reduced by the amount of the abatement of *ad valorem* taxes for the portion of the investment in the Project for which a Special Source Credit is taken. The Operating Company and the Landlord shall not be eligible to receive Special Source Credits on any property reported under that certain Fee in Lieu of Tax Agreement and Special Source Credit Agreement by and among the County, the Operating Company and the Landlord and dated as of [_____, 2026].

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Operating Company and the Landlord exceed the amount expended by them collectively with respect to the Infrastructure at any point in time. The Operating 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 B. Further, any amount of reimbursement of the Operating Company or the Landlord for Infrastructure expenditure by way of a Special Source Credit may not be duplicated through a Special Source Credit to the other Company for the same expenditure.

(d) Should the Investment Target not be met by the end of the third year after any portion of the Project is placed in service and/or if at least 75 new, full-time jobs are not created by the third year after any portion of the Project is placed in service, the 30% Special Source Credits otherwise payable under this Agreement shall be reduced to 15% for the remainder of the seven year period established pursuant to Section 3.02(a) hereof. In the event the first portion of the Project is placed in service in 2025, the three-year period set forth in this Section 3.02(d) shall end on December 31, 2028.

(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 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) 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.

(g) 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.

(h) Revenues generated for the Park from the Project through Fee Payments (after application of the Special Source Credits described in this Agreement) to be retained by the County (“Net Park Fees”) under the agreement governing the Park shall be distributed within the County as follows:

- a. 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;
- b. 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County; and

- c. All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the 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.

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 Operating Company or the Landlord. The County hereby acknowledges that the Companies 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 Operating Company or the Landlord 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 Operating Company or the Landlord, as the case may be, 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 either 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 either Company, respectively, specifying the failure and requesting that it be remedied is given to the County by a Company, or to the Companies by the County, by first-class mail, the County or the Companies, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Companies or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Companies 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 Infrastructure Credit Act, the Multi-County Park 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 either 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 either 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 applicable 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 Companies. 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 Companies 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 Companies.

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 Companies. 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 Companies or any of their 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
101 South Main Street
Anderson, SC 29624
Attn: County Administrator

with a copy to:
(which shall not constitute notice to the County)
Anderson County Attorney
101 South Main Street
Anderson, SC 29624

(b) if to the Operating Company:

Attn: _____

with a copy to:
(which shall not constitute notice to the Companies)
Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, South Carolina 29401
Attn: Whit McGreevy

(b) if to the Landlord:

c/o _____

Attn: _____

with a copy to:
(which shall not constitute notice to the Companies)
Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, South Carolina 29401
Attn: Whit McGreevy

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Companies shall also be given to the others. The County and the Companies 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.

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 Companies, or by reason of the County’s relationship to the Project or by the operation of the Project by the Companies, 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 Operating 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 Operating 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 Companies, 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 County Administrator and the Clerk of its County Council and _____ and _____ 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:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

[Signature page 1 to Special Source Credit Agreement]

By: _____

Name: _____

Title: _____

[Signature page 2 to Special Source Credit Agreement]

By: _____

Name: _____

Title: _____

[Signature page 3 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Operating Company**"), do hereby certify in connection with the Special Source Credit Agreement dated as of _____, 20__ (the "**Agreement**") between Anderson County, South Carolina and _____ (the "**Operating Company**") and _____ (the "**Landlord**"), as follows:

(1) As of December 31, 20__, the total amount of Special Source Credits received by the Operating Company and the Landlord is as follows:

(a)	Operating Company	\$ _____
(b)	Landlord	_____
(c)	Total Special Source Credits received	\$ _____

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

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. 2026-019

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; 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 Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit B to the Agreement is hereby 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, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit B as so revised, without further action by either county.

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman, Anderson County Council

Attest:

By: _____
Anderson County Administrator

By: _____
Clerk to Anderson County Council

APPROVED AS TO FORM:

Anderson County Attorney

First Reading: _____, 2026
Second Reading: _____, 2026
Third Reading: _____, 2026
Public Hearing: _____, 2026

Addition to Exhibit B 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

[TBA]



To: Mr. Rusty Burns

From: Robert E. Carroll

Date: 02/26/2025

Staff Recommendation for RFQ #26-015

The Anderson County Purchasing Department advertised for and sent out a Request for Qualifications for Professional Engineering Services for Anderson County Transportation Committee Projects. The County received five (5) responses by the due date of November 25th. We had seven (7) individuals to evaluate the five firms based on the evaluation criteria included in the RFQ. The County recommends that we award the RFQ to Infrastructure Consulting & Engineering, LLC of Greenville, S.C.



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: February 18, 2026

TO: Renee Watts
Clerk to Council

FROM: Tim Cartee
Land Development Administrator

CC: Matt Hogan, Alesia Hunter

SUBJECT: Alpine Heights Subdivision

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following road into the County Maintenance System.

This will add 672 feet of paved roads to the county maintenance system.

Developer: Jenny Reyes
Location: Old Pearman Dairy Road
County Council District: 5
Roads: Alpine Heights Court

Please feel free to contact me at (260-4719) if you need more information.

Tommy Dunn
Chairman, District 5

Chris N. Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND

BRIDGES

DATE: 2/20/2026

TO: **Jonathan Fox**
Roads and Bridges Manager

FROM: **Norman McGill**
Roadway Management Supervisor

CC: **Matt Hogan**

SUBJECT: **Alpine Heights Court**

To the best of my ability, I certify that there are no known drainage issues on the road listed below on. All drainage facilities and roadways within the proposed county right of way meet the county standards. The road is now eligible to be considered for acceptance into the county maintenance system. This will add 672 feet of paved roads to the county maintenance system.

District: 5

Location: Alpine Heights Court

Roads: Alpine Heights Court P-09-0515

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

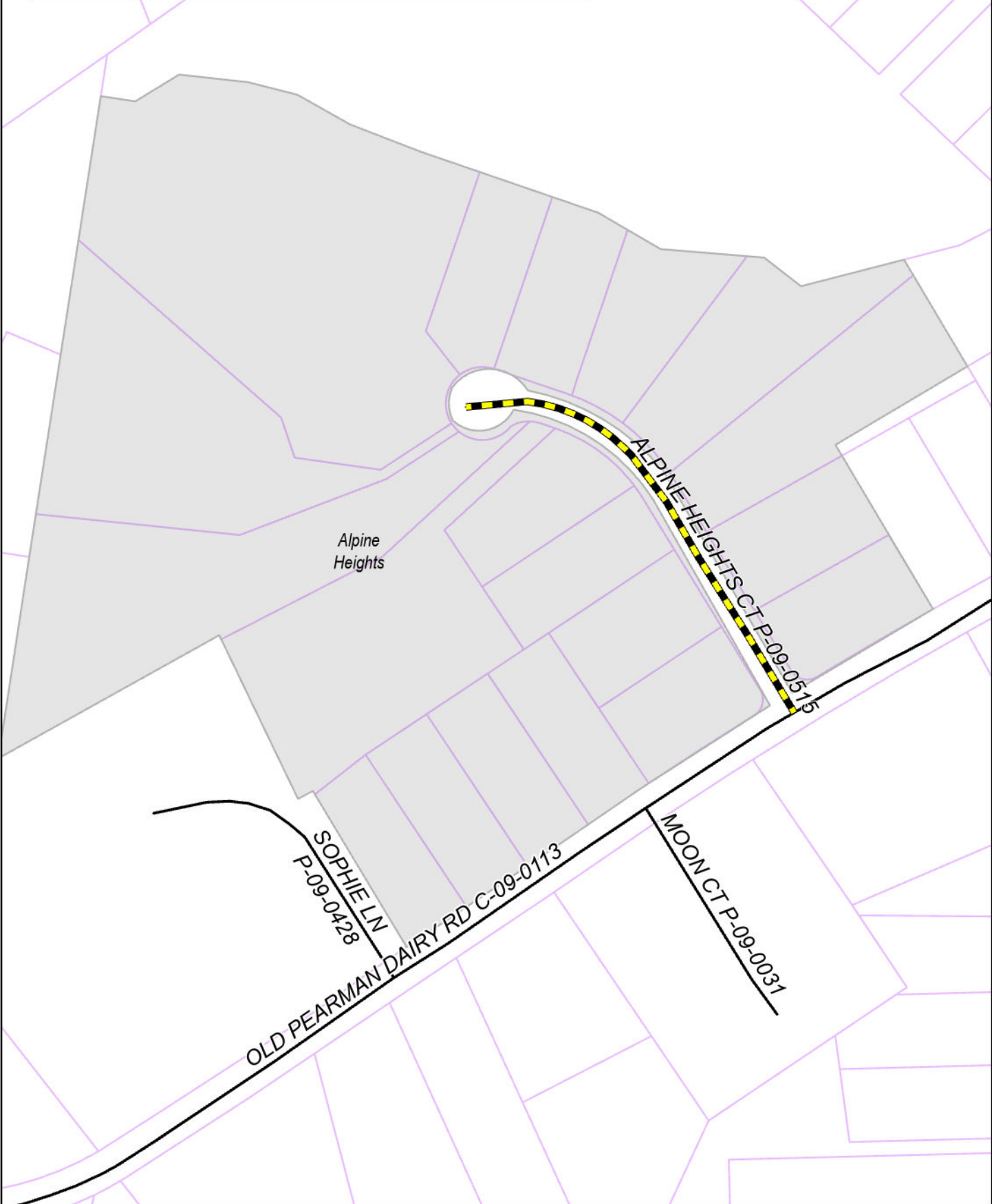
Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA
Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads and Bridges
1428 Pearman Dairy Road
Anderson, S.C. 29625
864-260-4190

Proposed Road Acceptance Alpine Heights Ct



MEMORANDUM OF UNDERSTANDING

Between

Anderson County Environmental Enforcement

and

Lake Hartwell Partners for Clean Water

Effective Date:

1. Purpose

This Memorandum of Understanding (“MOU”) establishes a cooperative framework between Anderson County Environmental Enforcement (“ACEE”) and Lake Hartwell Partners for Clean Water (“LHPCW”), a South Carolina nonprofit corporation, to collaborate on initiatives that protect, preserve, and improve the water quality of Lake Hartwell and its surrounding watershed.

2. Objectives

The parties agree to work together to:

- Promote public awareness of water quality issues;
- Coordinate cleanup events and environmental education programs;
- Share relevant data, resources, and expertise to support water quality monitoring and enforcement;
- Encourage community engagement and volunteer participation; and
- Provide ACEE with access to LHPCW’s boat to enhance enforcement and monitoring capabilities, only as they pertain to the shared objective of protecting the quality of Lake Hartwell.

3. Roles and Responsibilities

Anderson County Environmental Enforcement will:

- Provide enforcement support for environmental regulations affecting Lake Hartwell;
- Share relevant environmental data and reports with LHPCW;
- Quantify volume of trash removed and number of enforcement actions and share this data quarterly with LHPCW, so that both parties can report on the success of this collaboration and real impact of their work;
- Assist in public outreach and education campaigns;
- Utilize the LHPCW-owned boat for enforcement, monitoring, and environmental protection activities as needed and aligned with shared objective of a cleaner Lake Hartwell; and
- Ensure proper care of the LHPCW-owned boat, formally notifying the organization by email of any concerns, damages, or missing equipment as expeditiously as practical.

Lake Hartwell Partners for Clean Water will:

- Organize and lead community cleanup and restoration projects;
- Provide educational materials and training for volunteers;
- Share water quality monitoring results with ACEE;
- Make available its boat, owned and maintained by LHPCW, for use by ACEE to support enforcement and monitoring operations. LHPCW will ensure the boat is maintained in safe operating condition, and ACEE will operate it in accordance with all safety, licensing, and operational requirements; and
- Maintain insurance coverage for the boat and add Anderson County as additionally insured on any insurance policy that covers the boat.

4. Boat Use and Maintenance

- The LHPCW-owned boat will remain the property of LHPCW.
- ACEE may schedule use of the boat with reasonable notice, subject to availability.
- ACEE will be responsible for fuel costs during its use and for reporting any maintenance needs or damage immediately to LHPCW. A time and fuel log will be maintained on board the vessel, noting date, hours of operation, refueling and gallons added, and any comments regarding the condition of the boat and its equipment.
- Both parties will ensure that only qualified and authorized personnel operate the vessel. A list of qualified and authorized personnel will be maintained in a shared document and ultimately approved by LHPCW prior to boat usage.

5. Duration

This MOU will take effect on the date signed and remain in effect for 5 years from the date of signing, unless terminated earlier by mutual written agreement.

6. Financial Arrangements

This MOU does not create any financial obligation between the parties beyond the specific fuel and operational costs incurred by ACEE during its use of the LHPCW-owned boat. Any future funding or cost-sharing will be addressed in separate written agreements.

7. Confidentiality

Both parties agree to maintain the confidentiality of any sensitive or proprietary information shared during the collaboration. All documents possessed by ACEE may be subject to public release.

8. Amendments

This MOU may be amended only in writing and signed by authorized representatives of both parties.

9. Non-Binding Nature

This MOU is a statement of mutual intentions and does not create legally binding obligations, except for the requirement of LHPCW to add Anderson County as additionally insured on any insurance policy that covers the boat.

10. Termination

This MOU may be terminated for convenience, which becomes effective when written notice of termination is received.

Signatures

[Name, Title]

Anderson County Environmental Enforcement

Date: _____

[Name, Title]

Lake Hartwell Partners for Clean Water

Date: _____

**BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION**

Please complete this application in its entirety and return to the address below:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: Huber, Jennifer L.
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Economic Advisory Board
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ Physical
_____ Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: email or text

County Council District: 7 GED Equivalent: Yes or No

Highest Level of Education: J.D. High School Grad: Yes or No

College Attended: Stanford University Degree: B.A. in American Studies

Address of College: Duke University J.D.
Palo Alto, CA / Durham, NC

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
<u>Paid, Hastings, Janofsky & Walker</u>	<u>Attorney</u>	<u>1996-2004</u>

* A variety of volunteer positions including serving as an officer of the Anderson County Medical Alliance, a member of the Women's Leadership Initiative of the United Way of Anderson County, a board member of Anderson Literacy Volunteers, and
Jennifer L. Huber 2/16/26 (currently)
Signature of Applicant Date a board member of Zonta Club of Greenville

Recommendation of Council: District 7



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris Sullivan
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:

Men at Work

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

\$300.00 per district

3. The purpose for which the funds are being requested:

Education & Recreation

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

5. Contact Person: *Marion Tarrant*

Mailing Address: *311 McNeil Drive*

Phone Number: *Anderson SC 29624*

Email: *864-958-0295
tarrantm1@charter.net*

6. Statement as to whether the entity will be providing matching funds:

I certify that the foregoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Marion Tarrant
Signature

Marion Tarrant
Print Name

2-13-2026
Date



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 06

Mail/Email to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris Sullivan
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
Powersville YMCA (Y Mentor Program)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
\$2500
3. The purpose for which the funds are being requested:
Y Mentor Program (2025-26 school year)
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, **please attach evidence of that good standing.**
Yes, please see attachment

5. Contact Person:
Alex Rutland

Mailing Address:

**9115 Hwy 81N
Piedmont, SC
29673**

Phone Number: **(864) 306-4124**
Email: **alexrutland@pcymca.net**

6. Statement as to whether the entity will be providing matching funds: **No matching funds**

I certify that the foregoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.


Signature

Alex Rutland
Print Name

2-23-26
Date

Anderson County Building & Codes
Monthly Activity Report
Jan-26

Total Number Permit Transactions:	894
<i>New Single Family:</i>	<i>104</i>
<i>New Multi-Family:</i>	<i>19</i>
<i>Residential Additions/Upgrades:</i>	<i>12</i>
<i>Garages/Barns/Storage:</i>	<i>38</i>
<i>New Manufactured Homes:</i>	<i>12</i>
<i>New Commercial:</i>	<i>10</i>
<i>Commercial Upfits/Upgrades:</i>	<i>1</i>

Inspection Activity:

<i>Citizens Inquiries:</i>	_____	<small>(Includes Updating Sub-Standard Cases)</small>
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>		
<i>Number of Inspections Performed:</i>	_____	915
<i>Courtesy, Site and Miscellaneous Inspections:</i>	_____	

Reviews/Misc. Activity:

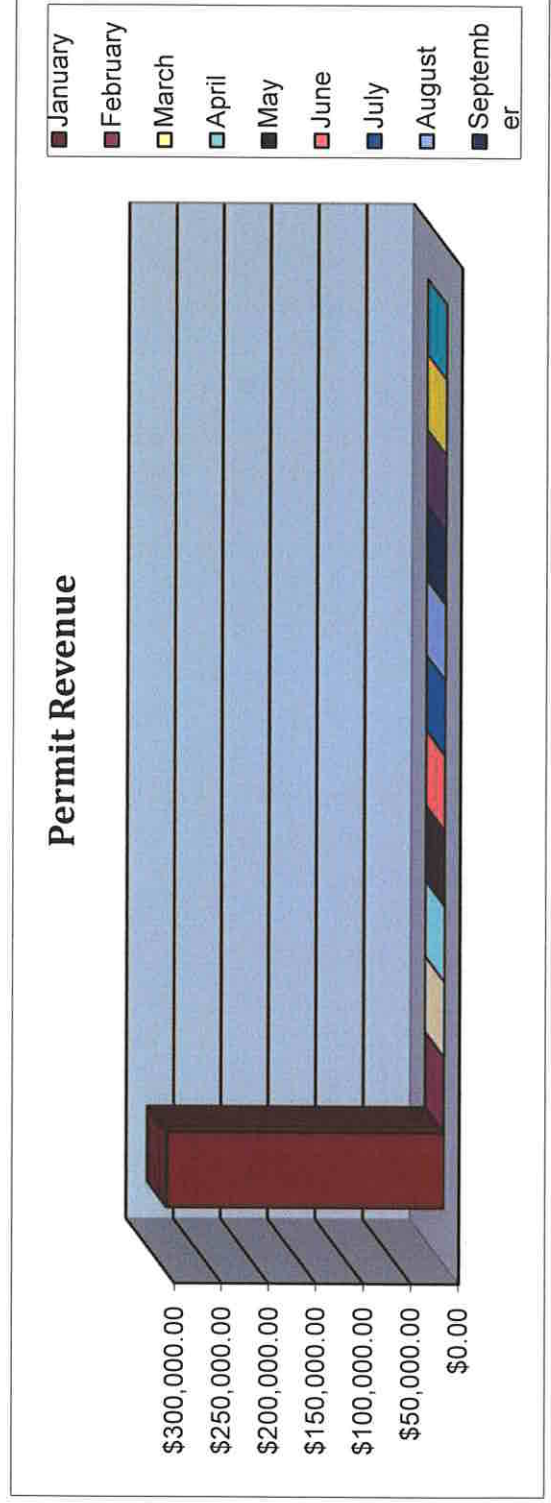
<i>Plans Submitted for Review:</i>	<i>50</i>	<small>(Includes preliminary consultations, resubmittals and solar)</small>
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>	_____	
<i>Court Cases:</i>	<i>0</i>	

Revenue Collected:

<i>Reinspection Fees Collected:</i>	<i>\$950.00</i>
<i>Plan Review Revenue:</i>	<i>\$ 48,967.52</i>
<i>Total Revenue For The Month:</i>	<i>\$293,245.37</i>

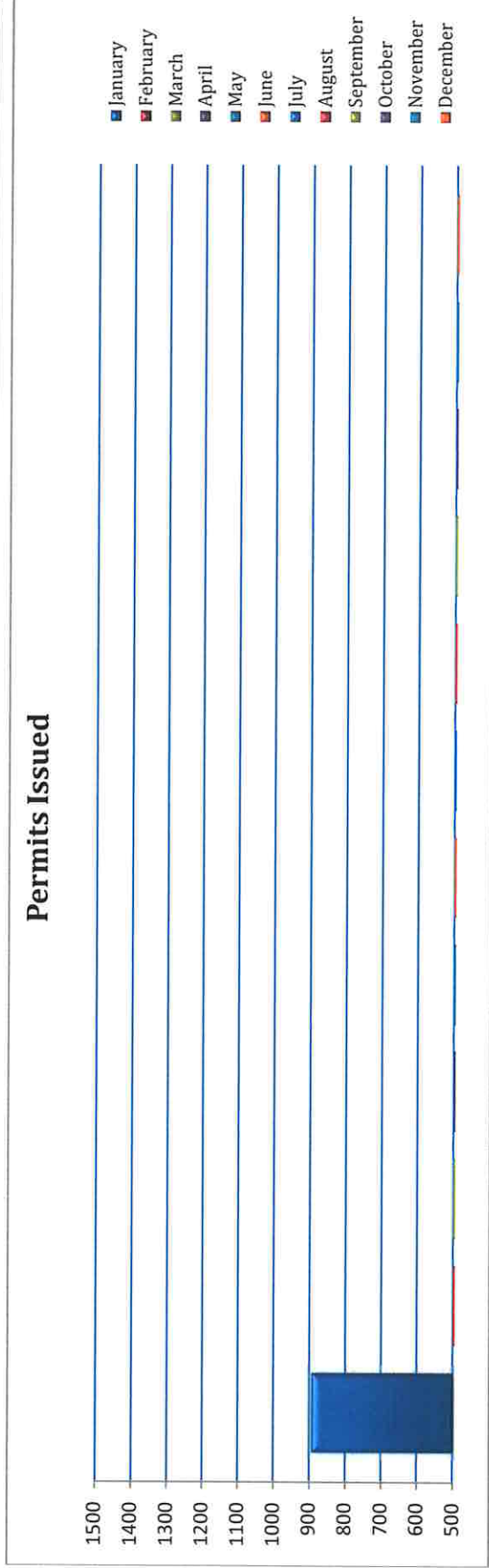
Anderson County Building & Codes Permit Revenue for 2026

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Misc.</u>	<u>Total</u>
January	\$154,926.24	\$47,270.43	\$15,926.00	\$20,399.18	\$4,806.00	\$49,917.52	\$293,245.37
February							\$0.00
March							\$0.00
April							\$0.00
May							\$0.00
June							\$0.00
July							\$0.00
August							\$0.00
September							\$0.00
October							\$0.00
November							\$0.00
December							\$0.00
Total	\$154,926.24	\$47,270.43	\$15,926.00	\$20,399.18	\$4,806.00	\$49,917.52	\$293,245.37



Anderson County Building & Codes Permits Issued for 2026

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Misc.</u>	<u>Total</u>
January	221	244	131	150	79	69	894
February							0
March							0
April							0
May							0
June							0
July							0
August							0
September							0
October							0
November							0
December							0
Total	221	244	131	150	79	69	894



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092 Fax: 800-892-7470

REPORT OF BUILDING OR ZONING PERMITS ISSUED AND LOCAL PUBLIC CONSTRUCTION

For the month of: **Jan-26**

ANDERSON COUNTY BUILDING & CODES
P.O. Box 8002
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- Discontinued issuing permits
- Merged with another system
- Split into two or more systems
- Annexed land areas
- Had other changes

PLEASE RETURN THE WEEK OF:

If **NO PERMITS** were issued during this period, mark (X) and return this form

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Single-Family houses, detached <i>Exclude mobile homes</i>	101	104		\$24,245,847			
	Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters	102	11		\$1,285,487			
	Two-family buildings	103	8		\$1,229,265			
	Three-and four-family buildings	104						
	Five-or-more family buildings	105						
	TOTAL: Sum of 101-105	109	123	0	\$26,760,599	0	\$0.00	
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>	213						
	Other non-housekeeping shelter	214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Amusement, social, and recreational	318						
	Churches and other religious	319	1		\$1,295,475			
	Industrial	320						
	Parking garages (buildings & open decked)	321						
	Service stations and repair garages	322						
	Hospitals and institutional	323						
	Offices, banks, and professional	324						
	Public works and utilities	325						
	Schools and other educational	326						
	Stores and customer services	327	10		\$7,765,000			
	Other nonresidential buildings	328	18		\$516,551			
	Structures other than buildings	329	11		\$736,364			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Residential - <i>Classify additions of garages and carports in Item 438</i>	434	12		\$1,506,171			
	Nonresidential and non-housekeeping	437	1		\$250,000			
	Additions of residential garages and carports (attached and detached)	438	20		\$1,519,081			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
(a)	(b)	(c)	(d)	(e)	(f)	(g)		
	Single-family houses (attached and detached)	645	8					
	Two-family buildings	646						
	Three-and four-family buildings	647						
	Five-or-more family buildings	648						
	All other buildings, structures or mobile homes	649	6					