AGENDA
Special Presentation Meeting
Tuesday, June 16, 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. 2026-032: A Resolution recognizing the Crescent High School Softball Team for winning the 2026 South Carolina Class 3A State Championship

Hon. Greg Elgin

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, June 16, 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. Glenn Davis

3. APPROVAL OF MINUTES June 2, 2026

4. CITIZENS COMMENTS Agenda Matters Only
THREE-MINUTE TIME LIMIT

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

5. AGRICULTURAL CLASSIFICATION JOSHUA AND CASEY BROWN (*TMS NO. 188-88-06-007)* DISTRICT 6

Mr. Jimmy Davis (allotted 10 minutes)

6. ORDINANCE THIRD READING:

a. 2026-025: An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- .59 acres from Industrial Park District (I-2) to Highway Commercial District (C-2) on a parcel of land identified in the Five Forks Precinct as shown in Deed Book 12535 at page 209. The parcel is further identified as TMS# 119-00-17-007. [District 4] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

7. ORDINANCE SECOND READING:

a. 2026-027: An Ordinance to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2026, and ending June 30, 2027, and to make appropriations for such Anderson County Budgets for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such county ordinary purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of Anderson County maturing during said fiscal year; to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2025, and ending June 30, 2026, and to make appropriations for such Anderson County Budgets, for Tri-County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson County on which school taxes may be levied for such Tri-County Technical College purposes; to provide for the levy, assessment and collection of certain other taxes and fees; to provide for the expenditure of said taxes and other revenues coming to the County during said fiscal year; and to provide for other matters relating to Anderson County.

Mr. Brett Sanders (allotted 5 minutes)

b. 2026-029: An Ordinance to transfer two parcels of real property located at 106 Biggs Street and 704 Lewis Street to Habitat for Humanity of Anderson; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

8. ORDINANCE FIRST READING:

a. 2026-028: An Ordinance to amend Article 4 of Chapter 48 of the Anderson County Code of Ordinances to add definitions related to short term rentals; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

b. 2026-030: An Ordinance to amend Section 36-32 of the Anderson County Code of Ordinances to allow the Human Resources Department to review employee driving records and to establish a Vehicle Accident Review Board; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

c. 2026-031: An Ordinance to approve an easement for driveway entrances off Bulldog Road across real property owned by Anderson County (TMS No.: 011-03-04-003) onto real property owned by Diane C. McCurley (011-03-04-001); and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

d. 2026-032: An Ordinance to amend Chapter 24 of the Code of Ordinances, Anderson County, South Carolina, to add a new Division 8 titled Conservation Subdivision Standards to Article III of Chapter 24; to further amend Chapter 24 to remove references to conservation subdivisions in other sections of Chapter 24; and other matters related thereto.

Mr. Jimmy Davis (allotted 5 minutes)

e. 2026-033: 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 currently know to the county as Project Flat Rock, 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 Flat Rock]

Mr. Burris Nelson (allotted 5 minutes)

f. 2026-034: An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park to include certain property owned by Project Flat Rock; and other matters related thereto. [Project Flat Rock]

Mr. Burriss Nelson (allotted 5 minutes)

g. 2026-035: 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 known to the county at the time as Project Health 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 Health]

Mr. Burriss Nelson (allotted 5 minutes)

h. 2026-036: 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 Next 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 Next]

Mr. Burris Nelson (allotted 5 minutes)

9. RESOLUTIONS:

a. 2026-033: A Resolution approving and consenting to the transfer and assignment by COI Anderson Phase 2-150, LLC, to, and assumption by, Big RGA VA MS Owner 1 LLC of a certain existing fee in lieu of tax and special source credit agreement to which the county is a party; and other matters related thereto. [Project Amelia]

Mr. Burriss Nelson (allotted 5 minutes)

b. 2026-034: A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Flat Rock, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and other matters related thereto. [Project Flat Rock]

Mr. Burriss Nelson (allotted 5 minutes)

c. 2026-035: A Resolution authorizing and approving the partial assignment of a special source credit agreement by and between Anderson County, South Carolina and the Knolls. L.C.; and other matters related thereto. [Project Prairie]

Mr. Burriss Nelson (allotted 5 minutes)

d. 2026-036: A Resolution to direct the Planning Department to provide Planning Commission agenda packets to Planning Commission members no later than 2 weeks before the meeting: and other matters related thereto.

Ms. Cindy Wilson (allotted 5 minutes)

e. 2026-037: A Resolution to direct the Economic Development Department to provide proposed fee in lieu of tax incentive agreements to the Economic Advisory Board; and other matters related thereto.

Ms. Cindy Wilson (allotted 5 minutes)

10. APPROVAL OF PENDLETON BRANCH LIBRARY LAND TRANSFER

Mr. Rusty Burns

11. APPROVAL OF RELOCATION OF DUKE ENERGY FACILITY SC 86 & OLD WILLIAMSTON ROAD

Mr. Rusty Burns

12. EXECUTIVE SESSION:

a. Receipt of legal advice subject to the attorney client privilege involving Planning Commission appeals:

1. Falcon Real Estate Lending, LLC v. Anderson County Planning Commission.
2. Von Hollen Investment, LLC v. Andeson County Planning Commission.
3. Boyette Properties, Inc v. Anderson County Planning Commission.
4. Garnett Land Development Corporation v. Anderson County Planning Commission.

b. Action following executive session.

13. REQUEST BY COUNCIL:
a. Starr Fire Department-District 3
b. Three & Twenty Fire Department-District 4 & 6

14. ADMINISTRATOR'S REPORT Mr. Rusty Burns
a. Building & Codes Report
b. Special Projects

15. CITIZENS COMMENTS Non-Agenda Matters
THREE-MINUTE TIME LIMIT

16. REMARKS FROM COUNCIL

17. 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 2026-032

A RESOLUTION RECOGNIZING THE CRESCENT HIGH SCHOOL SOFTBALL TEAM FOR WINNING THE 2026 SOUTH CAROLINA CLASS 3A STATE CHAMPIONSHIP.

Whereas the Crescent High School softball team, representing Anderson County and the Starr-Iva community with distinction, captured the 2026 South Carolina High School League Class 3A State Championship; and

Whereas Crescent secured the title by defeating Hanahan in the championship series by scores of 9-8 and 12-7, finishing the season with an outstanding 30-4 record; and

Whereas this championship marked the twentieth state title in the storied history of Crescent softball, reflecting a tradition of excellence built across generations of student-athletes, coaches, families, and supporters; and

Whereas under the leadership of Head Coach Jeff Craft and his staff, the team displayed skill, toughness, discipline, and a no-quit spirit, repeatedly battling back in the postseason with poise under pressure and bringing great credit to Crescent High School, Anderson School District 3, and Anderson County; and

Whereas it is fitting that Anderson County Council pause to commend these student-athletes for an achievement earned through years of hard work, teamwork, and competitive excellence, and to celebrate a victory that has brought pride to their school and community;

Now, therefore, be it resolved that Anderson County Council, in a meeting duly assembled this sixteenth day of June 2026, does hereby congratulate the Crescent High School softball team upon winning the 2026 South Carolina Class 3A State Championship, commend Head Coach Jeff Craft and the coaching staff for their leadership, and extend to the players, their families, and the entire Crescent community its warmest congratulations and best wishes.

FOR ANDERSON COUNTY:

_____	_____	_____	_____
Tommy Dunn, Chairman District Five	Chris N. Sullivan District One	Glenn Davis District Two	Greg Elgin District Three
	_____	_____	_____
	Brett Sanders, Vice-Chairman District Four	Jimmy Davis District Six	M. Cindy Wilson District Seven

ATTEST:

_____	_____
Rusty Burns County Administrator	Renee Watts Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL

SPECIAL PRESENTATION MEETING

JUNE 2, 2026

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JORDAN THAYER
RENEE WATTS

TOMMY DUNN: At this time I'd like to call to order the special presentation meeting of Tuesday, June 2nd, 2026. Welcome each and every one of y'all tonight, and thank y'all for coming out.

At this time we'd like to go to 2(a), Resolution/ Proclamation. Be 2(a), 2026-031. Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman.

THIS IS A RESOLUTION TO RECOGNIZE AND HONOR JACK ZARROUF AS THE RECIPIENT OF THE SOUTH CAROLINA ASSOCIATION OF COUNTIES 2026 BOARD OF DIRECTORS SCHOLARSHIP FOR ANDERSON COUNTY.

WHEREAS, the Anderson County Council is proud to recognize outstanding young citizens whose academic achievement, leadership, and service positively reflect upon Anderson County; and

WHEREAS, Jack Zarrouf has distinguished himself as an exceptional student and leader, earning recognition as an AP Scholar with Honors, a member of the National Honor Society and Beta Club, a National Merit Commended Student, and a University of South Carolina Top Scholar Finalist; and

WHEREAS, Jack demonstrated exceptional academic initiative by conducting a scientific study on the effects of video games on sleep habits, which was published by the American Academy of Sleep Medicine, and presented at the national Sleep 2025 meeting; and

WHEREAS, Jack has also excelled in extracurricular and community activities as captain of the T. L. Hanna and USA Swimming teams, President of Troop 84, and a volunteer assisting relief efforts following Hurricane Helene through the Anderson Regional Airport; and

WHEREAS, this fall, Jack will attend the University of South Carolina to study chemistry with the goal of developing affordable and effective pharmaceuticals to improve healthcare accessibility; and

WHEREAS, in recognition of his outstanding accomplishments and dedication to service, Jack Zarrouf has been selected as the recipient of the South Carolina Association of Counties 2026 Board of Directors Scholarship for Anderson County;

NOW, THEREFORE, BE IT RESOLVED that Anderson County Council, in a meeting duly assembled this 2nd day of June 2026, does hereby congratulate and honor Jack Zarrouf for his exceptional achievements and extend best wishes for his continued success and bright future.

May I put that in the form of a motion, please?

TOMMY DUNN: Yes, ma'am, you

may. Have a second?

GREG ELGIN: Second.

TOMMY DUNN: Second by Councilman Elgin. Open the floor up for discussion. Ms. Wilson.

CINDY WILSON: May I quickly point out, we have Mr. Jason Phillips with us. He's on the board at the Association of Counties. And this young man has accomplished more in his 18 years than most of us have in an entire lifetime. So that is so exciting. We're so proud of y'all.

TOMMY DUNN: Thank you. Anyone else? I'd like to say we've got all the time. But I'm sure you made Anderson proud and you made your family proud. And I'm sure your family has stood behind you and helped out a lot in getting you this far and everything. Kudos to them, too. Appreciate you very, very much.

All in favor of the motion show of hands.

And at this time if you would, Jason Phillips, if you'd come up here. Jason, you got anything you'd like to say? Jason is on the board of directors for the South Carolina Association of Counties. Come on up here. And y'all come on up here, too, your whole family.

PRESENTATION OF RESOLUTION
APPLAUSE

TOMMY DUNN: Moving on now to item 2(b), Proclamation designating June 2026 as Forging Strong Fathers and Families Month in Anderson County. This is from all councilmen. Councilman Glenn Davis.

GLENN DAVIS: Thank you, Mr. Chairman.

THIS IS A PROCLAMATION DESIGNATING JUNE 2026 AS FORGING STRONG FATHERS AND FAMILIES MONTH IN ANDERSON COUNTY.

WHEREAS, fathers serve as the foundational architects in forging strong and resilient families, providing unwavering love, steadfast guidance, and consistent support that shape the character of their children and the future of our communities; and

WHEREAS, the profound influence of engaged fathers on their children's development is transformative, as they impart core values, build emotional resilience, and equip young people to thrive socially, academically, and personally; and

WHEREAS, the South Carolina Center for Fathers and Families, established in 2002, demonstrated a remarkable increase in impact annually by serving

thousands of fathers and children statewide; and

WHEREAS, the longstanding collaboration between the Center and the South Carolina Department of Social Services, alongside other state, local, and private entities, has facilitated the Center's expansion into all forty-six counties and the enhancement of innovative programs designed to serve a greater number of fathers better; and

WHEREAS, the Center has successfully supported, developed, and broadened its Father365 statewide network of regional fatherhood organizations that directly impact thousands of fathers and families every year; and

WHEREAS, when fathers actively lead and engage with their children, these young lives flourish socially, emotionally, and academically; and

WHEREAS, the Center continues to exemplify a model for fatherhood initiatives on a national level; and

WHEREAS, the month of June represents an opportunity for all citizens of our county to celebrate and honor the essence of fatherhood, acknowledging the unwavering efforts of fathers in shaping the future of our communities; and

NOW, THEREFORE, the Anderson County Council does hereby proclaim the month of June 2026 as Forging Strong Fathers and Families Month in Anderson County.

Put that in the form of a motion.

TOMMY DUNN: Have a motion by Mr. Davis; and second by Ms. Wilson. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Step on up here, if you would.

PRESENTATION OF PROCLAMATION

APPLAUSE

TOMMY DUNN: That will conclude this part of our meeting. We'll reconvene back here at 6:30 and start our regular Council meeting. Thank y'all.

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

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

JUNE 2, 2026

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JORDAN THAYER
RENEE WATTS

TOMMY DUNN: At this time I'd like to call the regular Anderson County Council meeting of June the 2nd to order. I'd like to welcome each and every one of y'all here tonight, and thank y'all for coming out and participating in your local county government.

At this time I'd like to ask Chris Sullivan if he'll lead us in the invocation and pledge of allegiance. If we'll rise, please.

CHRIS SULLIVAN: Let us pray.

INVOCATION AND PLEDGE OF ALLEGIANCE BY CHRIS SULLIVAN

TOMMY DUNN: At this time are there any corrections to be made to the May 19th minutes?

CINDY WILSON: I didn't find any. May I make a motion that we accept the minutes as presented?

TOMMY DUNN: Ms. Wilson makes a motion to accept as presented. Councilman Sullivan seconds it. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

At this time I'd like to recognize, I think, Scout Troop 215. Y'all stand up. Appreciate y'all coming here tonight to participate in your local government. Let's give them a hand.

APPLAUSE

TOMMY DUNN: Thank y'all.

At this time we'll move on to item number 4, citizens' comments. When Mr. Harmon calls your name, please step forward and state your name and district for the record. You have three minutes. Please address the chair. First go-around items is on agenda items only, please. Mr. Harmon.

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

TOMMY DUNN: Moving on to item number 5, report concerning enforcement of sign ordinance. I think it's Ms. Wilson, and we're going to introduce ---

CINDY WILSON: Thank you. Mr. Dan McKinney, our former District 7 Planning Commissioner, has made some inquiries, and he wanted to share information with us tonight. So Mr. McKinney is here with us tonight.

TOMMY DUNN: Come on up. Fix that mic.

DAN MCKINNEY: I'm about as tall as the last guy. Is that okay? Can you hear me?

TOMMY DUNN: A little bit

closer.

DAN MCKINNEY: If I'm going to talk, I might as well be heard.

TOMMY DUNN: That's right.

DAN MCKINNEY: Well, I know some of y'all very well. Anyway, my name is Dan McKinney. I'm a resident of Anderson County, and I live in what I would call the Hopewell Community. And I appreciate this opportunity to speak with you all tonight.

I'd sent each of you a letter. Hopefully at some point in the past you've been able to read that, but I can fill in any of the blanks or answer any questions you may have.

But the thrust of my presentation -- really not a presentation, but more of an information exchange, I hope, is that I'm concerned that with the build-out in Anderson County for residential development that the signage that is associated with advertising, providing directions and whatnot has bloomed.

And we have codes and ordinances for Anderson County that were written for exceptions for real estate signage, and I'll address some of those ordinances in just a minute. But the thrust of my discussion is that I believe that it's kind of gotten out of hand that the off-premises signs that are associated with real estate development really are in violation of the Anderson County's codes. I think -- you know, I want to applaud builders and I want to applaud investors in Anderson County. It's not a problem I have with build-out or anything. I'd just like to see it managed in a way that is -- you know, kind of meets the needs of the community.

For example, signage can get completely out of hand and just become clutter. It can also impede sight lines at intersections, and so it becomes a safety hazard at some point. So I applaud the people that have invested in the land in Anderson County, and are developing it, but I think there's a place to control and manage the advertisements and signage for that.

So we have existing language and existing ordinances, and specifically in Anderson County Code, Chapter 38, and a whole bunch of paragraphs, but the net-net is that the county recognized the need that a developer could promote the development and provide information for development.

And I'll quote, Anderson County Code provides a specific exemption for real estate signs, which states, real estate signs erected, displayed, or placed on private property outside of any defined public right of

way relating to the sale or lease of real property and/or improvements thereon. Okay, so the word thereon, and many municipalities use basically the same language, but thereon, in my interpretation is that that means that the signage and information is on the property that's being offered for sale. Okay. Thereon does not mean placing the signs anywhere, advertising or directing traffic to the development. Thereon means the sign must advertise the actual parcel of land on which it sits. So therefore signs placed at intersections, roadside, unrelated parcels that aren't even adjacent or close to the property in question, and I don't believe that they qualify for the exemption that's allowed in section 38 of our ordinances.

If it doesn't, I'm not going to come in tonight and put up a bunch of pictures of, you know, 50 different, you know, locations. I'm not here tonight to do that. I don't want to cast blame or -- to anybody. But I do want to point out that it's growing and it's getting more and more of this.

So, I'd like to see Council and the Planning department and the Codes and Enforcement department, you know, take a, take a good look at Section 38, decide if the signs that are not on the parcels that are being offered for sale, or do indeed meet our requirements. If it doesn't, that could be okay, because signage does offer directions. It offers education. There's a reason signs can be good. Signs can be bad. There's not necessarily always bad, but it can be good.

However, we have code that allows for temporary, temporary signs, so a developer could, if they were not allowed to have -- they can have their signage on the property. However, if they wanted to have directional signs, or some promotion, or, you know, it's a big, big sale day, or give away balloons, or whatever it's going to be to promote their business.

Then we have Section 38-255 covers temporary signs, and they could be placed where you see some of these signs that have cropped up in the county. However, they are regulated, they're permitted, and one of the items that I think is very important in the permitting process is the time in which the signs can be placed. Usually, it's going to have so many square feet, has to be on private property, has to have permission, etc., etc. But it also -- there's a time line. It's not there forever, you know. It's, you know, so go ahead, advertise your opening day, whatever you want to go do. But temporary signs go through a process, and we have those processes.

So kind of in closing, I'd like to, you know, say hopefully you read the packet of information I provided earlier. I may not be right on any of this, but I would ask each of you, my request would be, to involve our Planning department, our Codes and Enforcement department, and clarify the thereon phrasing that's within our existing ordinances. And if the ordinance stands the way it's written, then let's enforce it. There is some -- you know, there's a plan B to advertise your development, and that's the temporary sign ordinance, but it is regulated, it's permitted, and there's a time frame associated with it.

And so, in conclusion, the result is let's, let's keep our community tidy, let's keep our community informed, let's keep our community safe, sight lines, and most importantly, let's obey the rules and the policies that are -- that govern our county.

So I appreciate you hearing that out. Hopefully, you can look at that packet I sent earlier. And what I would expect -- what I would request is that there be some discussion and come back maybe at a later meeting with the report out about what we're going to do for off premises real estate signs.

TOMMY DUNN: Thank you, Dan. Appreciate it.

DAN MCKINNEY: Okay.

CINDY WILSON: Thank you, Mr. McKinney. We will look into it and find out -- for example, I can't remember, who people apply for permits or signs in our county and what they pay. It's been a long time since we looked at that. Maybe we could get a report on that and sit down with Mr. McKinney and others and look at that soon. Thank you.

TOMMY DUNN: Thank you.

Moving on to Ordinance 6(a), 2026-024, an Ordinance to amend Section 2-547 of the Code of Ordinances, Anderson County, South Carolina, regarding the composition of the Anderson County Disabilities and Special Needs Board; and other matters related thereto.

This will be a public hearing. Anyone wishing to speak to this matter, please step forward and state your name and district for the record and address the chair. And you have three minutes. Anyone at all? Anyone? Seeing and hearing none, the public hearing will be closed. Do we have a motion?

CINDY WILSON: So moved.

CHRIS SULLIVAN: So moved.

TOMMY DUNN: Motion by Councilman Wilson; second by Councilman Sullivan. Open the floor up for discussion.

CHRIS SULLIVAN: Mr. Chairman?
TOMMY DUNN: Councilman Sullivan.
CHRIS SULLIVAN: So this is, this is the board I was on before I actually got on County Council. It used to be the Anderson County Disabilities and Special Needs Board. They asked for disabilities to be taken out of their name, so they became InspireAbilities. And they have a board of nine people, which is a little too much for the size of the organization. And every year they lose two or three around Christmastime, and they can't conduct business. So they just requested us, this is coming from them to us, to please lower it from nine to seven. So that's the ordinance is to now making this board a seven member board.
TOMMY DUNN: Thank you, Councilman Sullivan. Anyone else? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to item number 6(b), 2026-026, an Ordinance to transfer an easement interest in real property at 1428 Pearman Dairy Road to Piedmont Natural Gas Company; and other matters related thereto.

This will be a public hearing. Anyone wishing to speak to this matter, please step forward, state your name and district. You have three minutes. Please address the chair. Anyone at all? Seeing and hearing none, the public hearing will be closed. Do we have a motion to move this forward?

CINDY WILSON: So moved.
TOMMY DUNN: Motion by Councilman Elgin; second by Ms. Wilson. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to item number 7(a), Ordinance second reading, 2026-021, an Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Center Rock Voting Precinct, Anderson County, South Carolina; and other matters pertaining thereto.

Put that in the form of a motion. Do we have a second?

CINDY WILSON: Second.
TOMMY DUNN: Second Ms. Wilson. Open the floor up for discussion. Hearing none, all in favor of the motion show of hands. All opposed like sign. Show the motion carries

unanimously.

Moving on to item number 7(b), second reading, 2026-025, an Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- .59 acres from Industrial Park District (I-2) to Highway Commercial District (C-2) on a parcel of land identified in the Five Forks Precinct as shown in Deed Book 12535 at page 209. The parcel is further identified as TMS# 119-00-17-007. It's in District Four. Do we have a motion?

BRETT SANDERS: So moved.

TOMMY DUNN: Motion by Councilman Sanders. Do we have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second by Ms. Wilson. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

We're going to move on to item number 8(a), Ordinance first reading, 2026-029, an Ordinance to transfer two parcels of real property located at 106 Biggs Street and 704 Lewis Street to Habitat for Humanity of Anderson; and other matters related thereto.

Mr. Thayer, do you have something you want to add to this?

JORDAN THAYER: No, sir. Just here to answer any questions.

TOMMY DUNN: Okay. Do we have a motion to put this on the floor?

CINDY WILSON: So moved.

TOMMY DUNN: Motion by Ms. Wilson; second by Councilman Sullivan. Open the floor up for discussion. Ms. Wilson.

CINDY WILSON: May I quickly point out that the -- I guess it's the Lewis Street property was part of the Pelzer Heritage Commission that obtained a $2.9 million grant to take down derelict properties around the county. And the county -- well, the Pelzer Heritage Commission actually bought these properties and we've kept them up. I can't think of a better use for those lots than to go to Habitat for Humanity. That is a wonderful thing. And it'll actually put it back on the tax rolls, too.

TOMMY DUNN: That's right.

CINDY WILSON: Thank you.

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

unanimously.
Thank you, Mr. Thayer.
Moving on to item number 10, approval of the SCDNR Green Pond Sports Fish Grant. Mr. Burns.
RUSTY BURNS: Mr. Chairman, we have received a $1 million grant upon approval of County Council to accept it to go to improvements at Green Pond Landing.
TOMMY DUNN: Thank you, Mr. Burns. Do we have a motion to move this forward?
CINDY WILSON: So moved.
TOMMY DUNN: Motion by Ms. Wilson; second by Councilman Sullivan. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Moving on to item number 11, Intergovernmental Agreement with the town of Williamson regarding code enforcement. Mr. Burns.
RUSTY BURNS: ... of the agreement that we did with the Town of Honea Path. Williamston will pay us $20,000 a year to have our code enforcement people patrol the areas in Williamston.
TOMMY DUNN: Do we have a motion to move this forward?
CINDY WILSON: So moved.
TOMMY DUNN: Motion by Councilman Elgin; second by Ms. Wilson. Open the floor up for discussion.
GREG ELGIN: Mr. Chairman?
TOMMY DUNN: Councilman Elgin.
GREG ELGIN: Mr. Burns, that was Belton; not Honea Path.
RUSTY BURNS: Honea Path has already been done. Belton is next.
TOMMY DUNN: No, Belton is done.
RUSTY BURNS: Honea Path now.
TOMMY DUNN: Who’s on first? Councilman Thayer -- I’m sorry. Attorney Thayer, do you have anything you’d like to add or say?
JORDAN THAYER: Y’all got it perfectly clear.
TOMMY DUNN: Okay. And I know our head Code Enforcement person, Mr. Snipes is here, and I think you’ve met with them and everything is good on y’all’s end; right? Thank you.
Anyone else? All in favor of the motion show of hands. All opposed like sign. Show the motion carries

unanimously.
Moving on to item number 12, appointments. Councilman Sanders.
BRETT SANDERS: Thank you, Mr. Chairman. For Library Board, District Four, I'd like to put in the form of a motion to accept Katie Leventis.
TOMMY DUNN: We have a motion by Councilman Sanders. Do we have a second?
JIMMY DAVIS: Second.
CINDY WILSON: Second.
TOMMY DUNN: Second by Councilman Jimmy Davis. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Moving on to item number 13, request by Council members. Councilman Jimmy Davis.
JIMMY DAVIS: Nothing, sir.
TOMMY DUNN: Thank you. Councilman Sanders.
BRETT SANDERS: Yes, sir. Mr. Chairman, I'd like to appropriate 700 to the Anderson Jets Track Club. Put that in the form of a motion, sir.
CINDY WILSON: Second.
TOMMY DUNN: Have a motion by Councilman Sanders; second by Councilman Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Councilman Glenn Davis.
GLENN DAVIS: Thank you, Mr. Chairman. From District Two appropriations account, I'd like to appropriate $1,500 to Anderson Jets Track Club. Put that in the form of a motion.
CINDY WILSON: Second.
TOMMY DUNN: Have a motion by Councilman Glenn Davis; and second by Ms. Wilson. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
Councilman Elgin.
GREG ELGIN: Thank you, Mr. Chairman. I'd like to make a motion to put $250 toward the Anderson Jets Tract Club. Make that in the form of a motion.
TOMMY DUNN: Have a motion by Mr. Elgin. Have a second?
CHRIS SULLIVAN: Second.

TOMMY DUNN: Second by Councilman Sullivan. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Councilman Sullivan.

CINDY WILSON: Thank you, Mr. Chairman. From District One special appropriations account, I'd like to put $750 to the Anderson Jets Track Club. I'll make that in the form of a motion.

TOMMY DUNN: Have a motion by Councilman Sullivan; second by Councilman Elgin. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Ms. Wilson?

CINDY WILSON: We've broke. Thank you.

TOMMY DUNN: Out of District Five's special appropriations account, I'd like to appropriate $500 to the Jets Track Club. Put that in the form of a motion. Do I have a second?

CINDY WILSON: Second.

TOMMY DUNN: Second by Councilman Elgin. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to Administrator's report.

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

TOMMY DUNN: Moving on to citizens' comments. When Mr. Harmon calls your name, please step forward and state your name and district for the record. You have three minutes. Please address the chair. Mr. Harmon.

LEON HARMON: Mr. Chairman, first speaker is Anthony Panella.

ANTHONY PENICA (phonics): Good evening, Council members. My name is Anthony Penica. I live on Prestwick Drive, off of Shackleburg, District Four. I'm here tonight regarding the Mattison Woods subdivision, which was approved by the Planning Commission May 12 in a narrow five to three vote. Along with another over 100 home plus developments within a half mile of Mattison Woods.

I recently engaged in a written dialog with our county Stormwater Department regarding rapid concentrated -- concentration of new subdivisions in our immediate area. What was revealed is a serious regulatory gap. The department explicitly admitted that Anderson County does not evaluate cumulative flood

impacts from multiple independent developments, and that the program is simply not staffed or resourced to handle watershed scale flood events or flood analysis.

They stated that this policy and budget issue belongs squarely in front of the Council. For the county staff approved 70 homes in isolation, they're not looking at the cumulative impact it has on the surrounding area, which is a flood zone.

Meanwhile, our real-world infrastructure is already failing. Local residents regularly witness our roads becoming completely impassable during heavy rain events. Sea drainage systems overwhelm standing water coming off properties, yet Stormwater department admits they're not required to look at existing road and bridge failures when granting permits.

Furthermore, May 12, District One Assistant Superintendent stated his district's overwhelmed. He explained that his students would end up in trailer classrooms and out of brick and mortar schools, if Mattison Woods is developed.

The infrastructure in this area is being pushed past its breaking point. Shackleburg Road is served strictly by a volunteer fire department, who currently has a sign up, volunteers needed, no training necessary. This -- at this time, adding over 100 homes in multiple areas without improving public infrastructure is a public safety issue. We can't continue to allow standards written decades ago to govern the rapid growth of today. Our roads are flooding, volunteers stretched thin, our environmental impact on wildlife is in an imbalance, and it's obvious if you go down there.

We're asking the Council to intervene to address the concerns of hundreds of your neighbors, to address the gaps in our stormwater program and our permitting process. I'm in construction; not opposed to building at all. But if you come to Shackleburg Road, you would see our concerns for yourself. Thank you. And God bless.

TOMMY DUNN: Mr. Harmon.

LEON HARMON: Mr. Chairman, next speaker is Jill O'Connor.

INAUDIBLE COMMENT FROM AUDIENCE

TOMMY DUNN: Okay. Next.

LEON HARMON: Next speaker is Carol Mercer.

CAROL MERCER: Hi, my name is Carol Mercer, District Four.

I am here to advocate for those not born and bred in Anderson County, and for respect in our local

government following divisive online comments by Assistant to County Administrator Seth Ridley.

Mr. Ridley expressed that those born outside of South Carolina do not belong here and should not participate in local governance.

This county thrives because of all of its residents, both lifelong locals and those who chose to make this their home. When county staff, Council members, and administration officials endorse comments that alienate taxpayers, it erodes public trust.

I do appreciate the one Council member who has already apologized for interacting with the post. However, the rest of the leadership team owes this community an explanation. A formal reprimand regarding this poor judgment should be explored, and a clear message from this Council that all voices in Anderson County are heard and valued. Thank you.

TOMMY DUNN: Mr. Harmon.

APPLAUSE

LEON HARMON: Mr. Chairman, no one else has signed up.

TOMMY DUNN: Thank you, Mr. Harmon.

Moving on to remarks from Council members. Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. I'm hoping that we will convene a Planning and Public Works Committee meeting in probably early July, because we've got the finances and the budget to go through right now.

But I've had -- put at each of your desks the noise ordinance. I don't know about y'all, but I've had multiple phone calls, everything from motocross type stuff to loud industrial stuff, different areas in the county. Do we need to adjust the decibels, for example? And there again, I'm not sure what the fines and the enforcement mechanisms are there. We need to look at that.

And we also need to examine our sign ordinance for similar situations.

But anyway, thank you so much.

TOMMY DUNN: Thank you, Ms. Wilson. Councilman Sullivan.

CHRIS SULLIVAN: Thank you, Mr. Chairman. I just wanted to address one thing. We had the Chamber of Commerce annual meeting out back here, just like a week ago. Great event. A hundred, 150 people here. Got to recognize all the local business winners of awards and different things. But also the county had a part in this. We have a new monument.

Where am I sitting? The monument -- yeah, there, that corner. It'll be on the street there, but it's the General's Road. We named ours Main Street, like everybody else did, but it's a great monument of how back in the what, 1800s or so, that was the main road from here to General Andrews -- who was the General?

LEON HARMON: Pickens.

CHRIS SULLIVAN: Pickens, General Pickens, to his home. And so talked to a few people and they still use -- the old folks around here still use the term, the Generals Road out there. But it's a great, brand new monument. It was a great event, kind of showing some of Anderson's history in our 200 year anniversary, or celebration, or birthday. But this cool monument and will be here for generations to see it. And I encourage y'all to go read it and enjoy it. Thank you.

TOMMY DUNN: Thank you, Councilman. Councilman Elgin.

GREG ELGIN: Thank you, Mr. Chairman. Want to thank everybody for coming out tonight. Also, just want to bring up that we had one of our local volunteer firefighters lost his life this week in an industrial accident, not firefighting, but it's one of our local places here in Anderson. He was on the Double Springs Fire Department. His name was Tony Anthony Lamattina. So, just want y'all to remember his family, and the -- especially the Double Springs Fire Department, Townville, that area down there where he served. Just keep that family and fire departments in your prayer, please, this week. Thank you.

TOMMY DUNN: Thank you. Councilman Glenn Davis.

GLENN DAVIS: Thank you, Mr. Chairman. I'd just like to say, as we come to another school year, the end of another school year, I'd like to say thank you to all of our teachers, resource officers, everyone that plays a part in educating of our young people. Thank you, Mr. Chairman.

TOMMY DUNN: Thank you. Councilman Sanders.

BRETT SANDERS: Thank you, Mr. Chairman. We're in the 100 deadly days of summer, and I don't know about you guys, but every time you get that email where someone's passed away in a car wreck, a motorcycle accident, or just like the industrial accident we had this week, but I encourage everyone to drive safely and put your phone down. Thank you.

TOMMY DUNN: Thank you.

Councilman Jimmy Davis.

JIMMY DAVIS: Thank you, Mr. Chair. Just ask for prayers for the family of Mr. Jerry Tripp. Mr. Jerry Tripp was a fine man and lived in the Three and Twenty Hunt Meadows area of my district. A lot of people in the county knew him. And he was a great man and lived a great life and did a lot of great things for Anderson County. And just be with the thoughts and prayers with the trip family.

Also, this weekend on Saturday, starting at 8:00 a.m. we have the Saluda River Rally, and we'll have hundreds of people recreating on the Saluda River, launching from Dolly Cooper Park and taking out at the new Piedmont Riverfront Park. So connecting Piedmont and Powdersville. And we're excited about this. All the proceeds go to the Special Olympics. And this has been a great event every year. And I thank Matt Schell and the county staff for all that they do to make this event happen in the northern part of the county. All are welcome. There's plenty of time to sign up. And hope to see you all on the river.

Thank you, Mr. Chair.

TOMMY DUNN: Thank you. Appreciate everybody coming out tonight.

Meeting adjourned.

(MEETING ADJOURNED AT 6:59 P.M.)

Ordinance #2026-025

An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Map to rezone +/- .59 acres from Industrial Park District (I-2) to Highway Commercial District (C-2) on a parcel of land identified in the Five Forks Precinct as shown in Deed Book12535 at page 209. The parcel is further identified as TMS#: 119-00-17-007

Whereas, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

Whereas, the Ordinance contains provisions providing for amendment of the map; and,

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from I-2 to C-2 for +/-.59 acres of TMS#: 119-00-17-007.

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on May 12, 2026, during which it reviewed the proposed rezoning from I-2 to C-2 for +/-.59 acres of TMS#: 119-00-17-007.

Whereas, the Anderson County Council will hold a duly advertised Public Hearing on June 16, 2026, regarding said amendment of the Anderson County Official Zoning Map:

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.

2. The Anderson County Council hereby amends The Anderson County Official Zoning Map to rezone .59 +/- acres from Industrial Park District (I-2) to Highway Commercial District (C-2) as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to amend the I-2 District for Anderson County TMS# 119-00-17-007.

3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2026-025

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading:	May 19, 2026
2nd Reading:	June 2, 2026
3rd Reading:	June 16, 2026
Public Hearing:	June 16, 2026

Planning Commission
May 12, 2026

Agenda Item: 6B

Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☑ Rezoning

NAME OF APPLICANT/PROJECT: Ann Miles / Rezoning Request

PROPERTY LOCATION: 4634 Liberty Highway

COUNTY COUNCIL DISTRICT: 4

SCHOOL DISTRICT: 4

TOTAL ACREAGE: .59

NUMBER OF LOTS: N/A

CURRENT ZONING: I-2

REQUESTED ZONING: C-2

PURPOSE: Rezoning Request

RECOMMENDATION/DECISION RENDERED

☑ **APPROVAL** ☐ **DENIAL** ☐ **TIED** ☐ **TABLED** **VOTE** 9 **TO** 0

__Compatibility with Future Land Use Map

__Compatibility with Traffic Levels

__Compatibility with Density Levels

__The recommendation of staff

__Compatibility with Surrounding Properties

__Use and value of surrounding properties

__Concerns for public, health, safety, convenience, prosperity and general welfare.
Concerns for the balance of the interest of sub-dividers, homeowners and public.
Concerns for the effects of the proposed development on the local tax base.
Concerns for the ability of existing or planned infrastructure and transportation system to serve the proposed development.

__Other (please elaborate): See attachment

Planning Commission Chairman: _____ Date: 5/12/26

Anderson County Planning & Development
401 East River Street
Anderson, SC 29624 | Phone:(864) 260-4720

Rezoning Request: I-2 to C-2. Located at 4634 Liberty Highway. / TMS 119-00-17-007

The Planning Commission recommends approval of this rezoning request based, in part, on the following findings.

- change to the zoning of this small parcel will have no negative impact on community
- zoning will conform with adjacent parcels
- public will benefit from tax revenue if property can support commercial/retail use

County of Anderson, SC

April 17, 2026

Record No: RZ-26-1

Rezoning Application

Status: Active

Submitted On: 3/6/2026

Primary Location

4634 LIBERTY HWY
Anderson, SC 29621

Owner

MILES ANN B + REYNOLDS LYNNE M
1050 CEDAR CREST TRL
ANDERSON SC, SC 29621

Applicant

Ann Miles
864-245-2518
@ 1finegrey@bellsouth.net
1050 Cedar Crest Trail
Anderson, SC 29621

Applicant/Owner Information

Is applicant the same as the owner?*

Yes

Project Information

County Council District*

4

School District*

4

Total Acreage*

0.06

Current Land Use

Please check the previous location page (step 2) or see the list of Zoning Districts for more information.

Current Zoning*

I-2: Industrial Park District

Requested Zoning*

C-2: Highway Commercial District

Purpose of Rezoning*

To make better use of property for rental

Additional Information or Comments*

Right now this property isn't in compliance with any of the businesses that have been there. Old, outdated zoning not reflecting growth in that area.

Are there any Private Covenants or Deed Restrictions on the Property?*

No

If you indicated no, your digital signature is required.*

Ann B. Miles
Mar 6, 2026

Public Hearing Schedule

Verification of Acknowledgement*

Ann B Miles
Mar 6, 2026

Planning Commission Meetings

Verification of Acknowledgement*

Ann B Miles
Mar 6, 2026

For Office Use Only

Planning Commission Public Hearing

–

Planning Commission Decision

–

County Council Public Hearing - 1st Reading

–

County Council 1st Reading Decision

–

Anderson County Planning Commission Meeting
Staff Report-Rezoning Request-May 12, 2026

Applicant: Ann Miles

Current Owner of Property: Miles Ann B + Reynolds Lynne M
Precinct: Five Forks

Council District: 4

Tax Map Number: 119-00-17-007

Acreage of Property: .59 acres

Zoning History: Zoned to I-2 in 1999 by ordinance 1999-004 (July 20, 1999)

Current Zoning: I-2 Industrial Park District

Requested Zoning C-2 Highway Commercial District

Highway Commercial: This district is established to provide for the development on major thoroughfares of commercial land uses which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and also for the convenience of local residents.

Existing Land Use: Commercial Use

Surrounding Zoning: North, East South, West, C-2 and I-2 Zoning District
Current Land Use Map: Five Forks Use Map indicates Commercial and Industrial use
Future Land Use Map: Five Forks Use Map indicates Industrial Use

Evaluation for Rezoning: To rezone for better use of property for compatibility with other commercial uses adjacent to the parcel. Parcel is inadequate in size for industrial use.

Public Outreach: Staff hereby certify existing parcel that the required public notification actions have been completed on **April 26, 2026**, as follows.

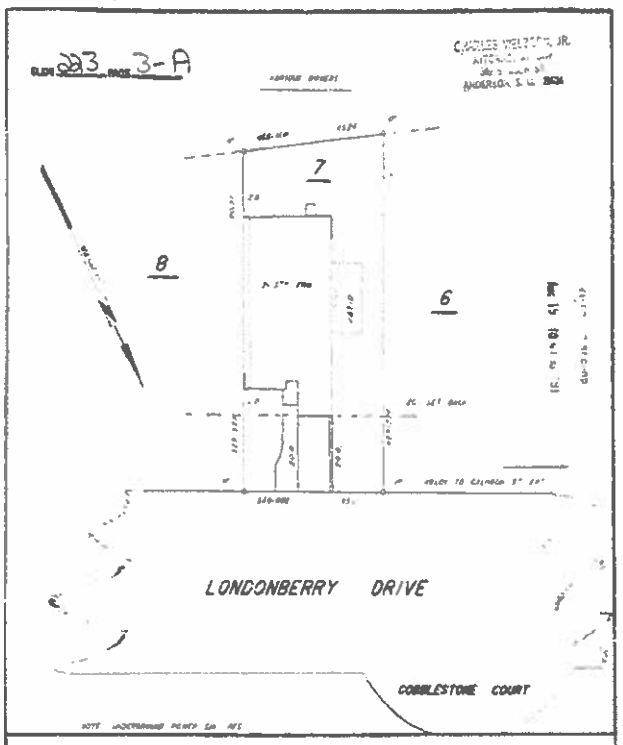
Rezoning notification postcards were sent to **160** property owners within 2,000 feet of the subject property.

Rezoning notification sign posted on subject property.
Planning Commission public hearing advertisement published in the Independent Mail.

Staff Assessment: At the Planning Commission Meeting during which the rezoning is scheduled to be discussed, staff will present their report for consideration by the Planning Commission, and their recommendations and findings will be forwarded to County Council for consideration.

17049

SLIDE 223 PAGE 3-A



STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
TOWNSHIP OF CENTERVILLE
SCHOOL DISTRICT NO. 5
CITY OF ANDERSON

TO ALL PERSONS INTERESTED IN TITLE TO PREMISES SURVEYED

AT THE REQUEST OF [illegible] LOUISE W. COSCIA
I HAVE SURVEYED THE ABOVE LOT AND LOCATED THE RESIDENCE THEREON AND FIND IT TO HAVE THE COURSES AND DISTANCES AS SHOWN ON THE ABOVE PLAT
THIS IS LOT NO. [illegible] AS SHOWN ON A PLAT BY [illegible] DATED [illegible]
LOCATED ON COBBLESTONE COURT EAST
RECORDED IN PLAT BOOK [illegible], PAGE [illegible], ANDERSON COUNTY COURTHOUSE.

THIS IS TO CERTIFY THAT THE SURVEY REPRESENTED BY THE ABOVE PLAT WAS ACTUALLY MADE IN THE FIELD AND THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS THE LINE AS-OF [illegible]

NOTE: THIS LOT IS NOT LOCATED IN A FLOOD AREA.

RECORDED THIS [illegible] DAY
OF [illegible] A.D. 19[illegible]
IN PLAT BOOK 223 PAGE 3-A
[illegible]
Helen C. Satterfield, RMCP
ANDERSON COUNTY SC

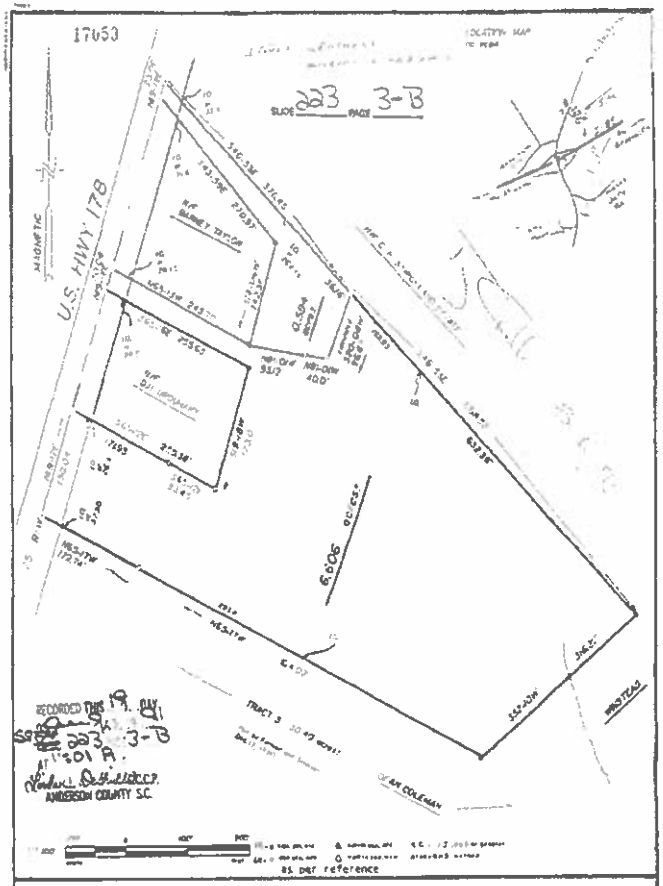
C. CHARLES WEBSTER, JR.
ANDERSON, S. C.

SOUTH CAROLINA
REG. NO 5773
LAND SURVEYOR
R. D. GARRISON

R. D. Garrison

17053

SLIDE 223 PAGE 3-B



RECORDED THIS [illegible] DAY
OF [illegible] A.D. 19[illegible]
IN PLAT BOOK 223 PAGE 3-B
AT 11:01 A.
Helen C. Satterfield, RMCP
ANDERSON COUNTY SC

BS per reference

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON
TOWNSHIP OF GARVIN
SCHOOL DISTRICT NO. 4

PLAT PREPARED
at the request of JAMES R. PERRYMAN
AUGUST 1990

Property of [illegible] and T. Perryman

This being a revision of a plat by this firm dated May [illegible], 19[illegible]

Information taken from reference plat or calculated as noted.
No field work this date.

This property is subject to any and all rights of way and or easements of record.

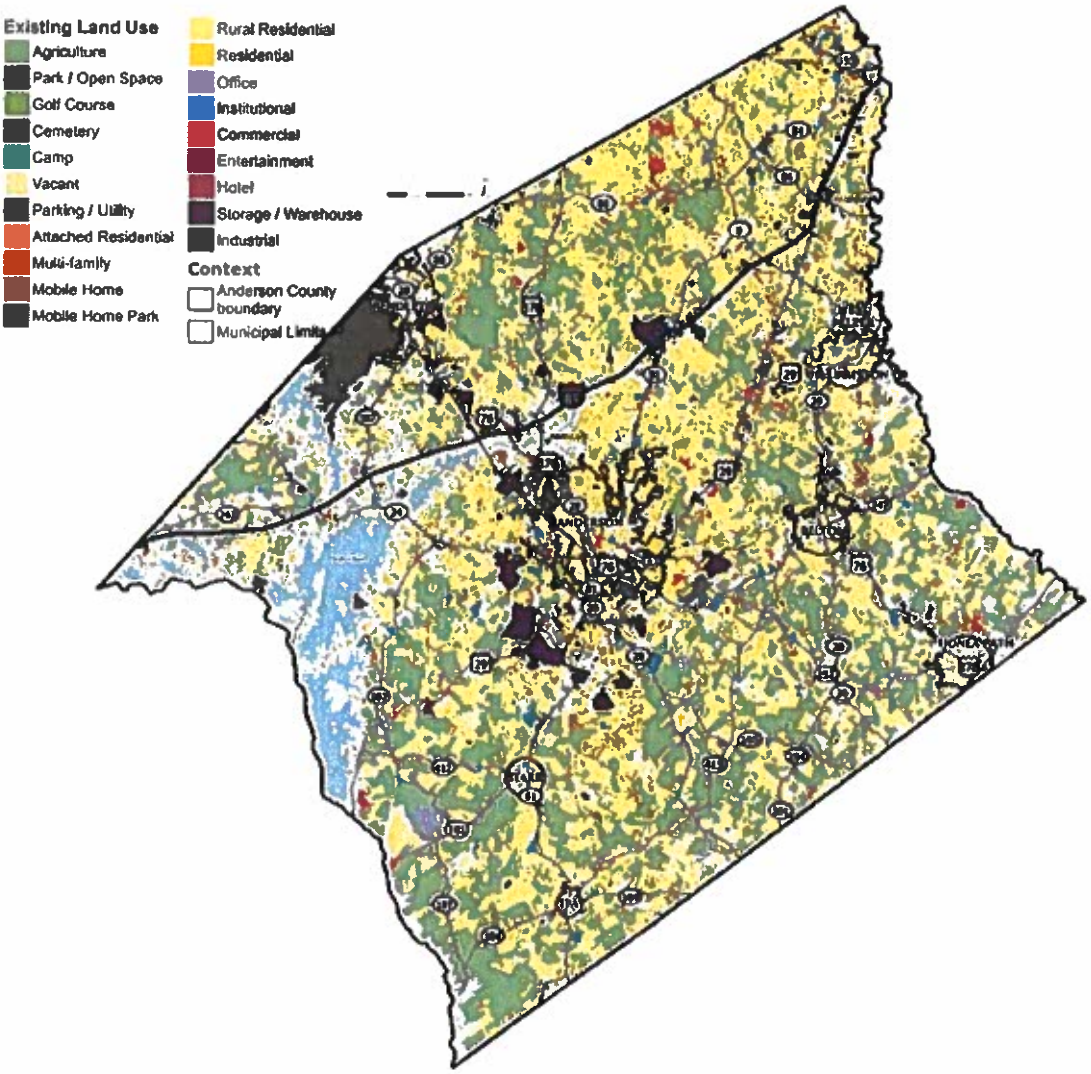
SOUTH CAROLINA
REG. NO 9319
LAND SURVEYOR
DON W. KELLEY

DON W. KELLEY
REG. NO. [illegible]
SURVEYOR
SC REG. NO. 9319

ANDERSON SURVEYING ASSOCIATES, INC.
P. O. Box [illegible] Phone 225-7773
[illegible] S. Murray
ANDERSON, S. C. 29622

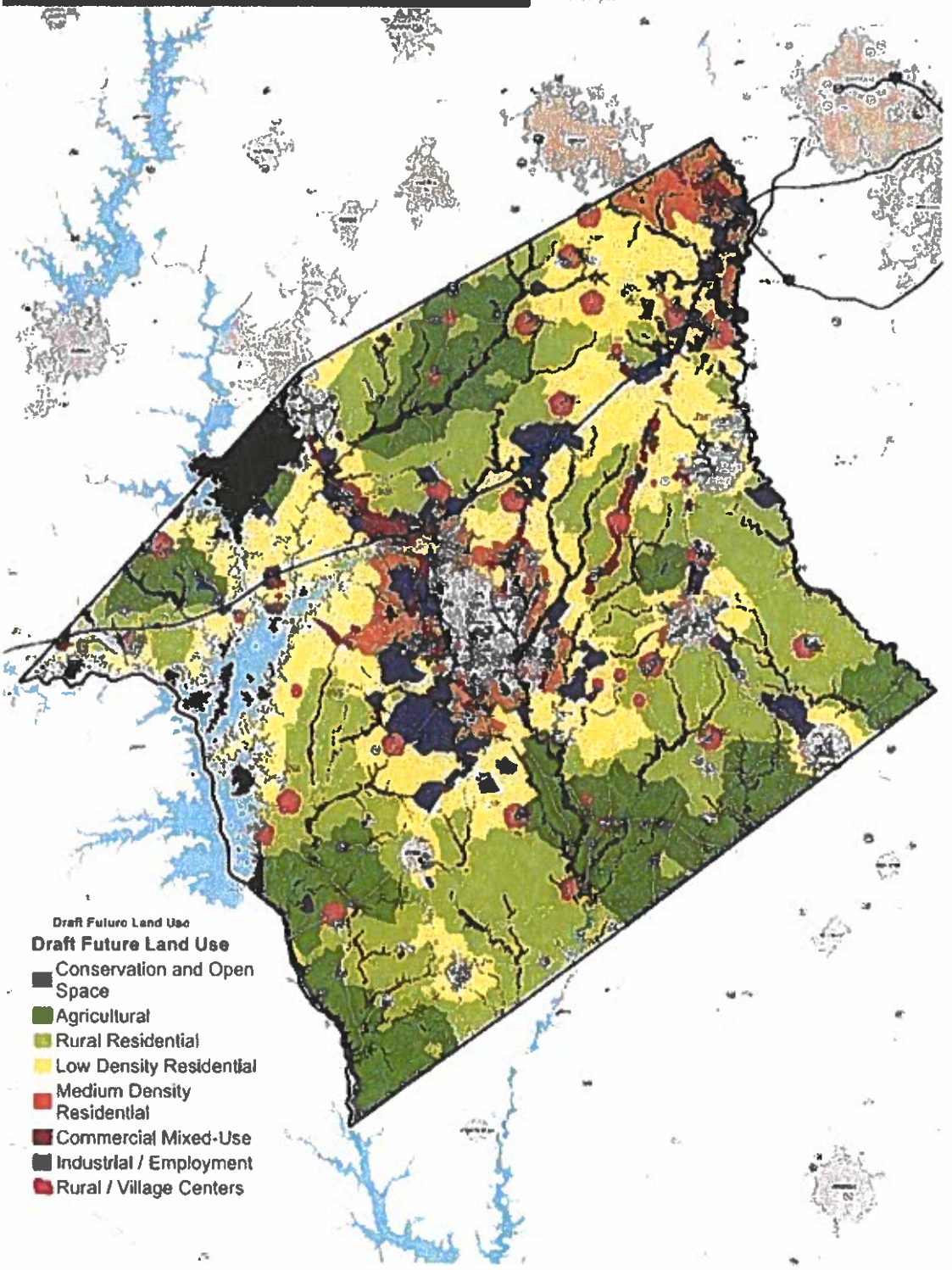
DATARAY RECORD CORPORATION

Existing Land Use Map



Future Land Use Map

See the Appendix for larger versions of this map.



ANDERSON COUNTY
PLANNING & COMMUNITY DEVELOPMENT
REZONING PUBLIC
HEARING NOTICE
864-260-4720

LandscapeReport



April 17, 2026 Disclaimer accepted.

TMS:	1190017007		
Deed Book:	12535	Deed Page: 209	Current Plat: CP S 223/3B
Tax District:	4	Description: HWY 178 .59 AC	
Sale Year:	2016	Sale Price: $1	Market Value: $25,500

0.05
0.1

PP 039

A-C GIS

N

1:7,910

ESRI, Highland Mapping, and Anderson County GIS

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR ANDERSON COUNTY

ORDINANCE NO 2026-027

AN ORDINANCE TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX OTHER THAN FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN ANDERSON COUNTY FOR SUCH COUNTY ORDINARY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF ANDERSON COUNTY MATURING DURING SAID FISCAL YEAR; TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS, FOR TRI-COUNTY TECHNICAL COLLEGE; TO PROVIDE FOR THE LEVY OF TAXES ON ALL PERSONAL AND REAL PROPERTIES IN ANDERSON COUNTY ON WHICH SCHOOL TAXES MAY BE LEVIED FOR SUCH TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY, ASSESSMENT AND COLLECTION OF CERTAIN OTHER TAXES AND FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING TO THE COUNTY DURING SAID FISCAL YEAR; AND TO PROVIDE FOR OTHER MATTERS RELATING TO ANDERSON COUNTY.

BE IT ENACTED by the County Council for Anderson County, South Carolina ("Anderson County"), as follows:

The following operating and capital budgets for Anderson County for the fiscal year beginning July 1, 2026, and ending June 30, 2027, are hereby adopted and directed to be implemented by the Anderson County Administrator and staff.

SECTION I-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR COUNTY ORDINARY AND OTHER PURPOSES

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended (the "Code"), the operating and capital budgets of Anderson County (the "Anderson County Budgets"), for County ordinary purposes and for other County purposes for which the County may levy a tax other than for Tri-County Technical College purposes, as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

SECTION II-LEVYING OF A SUFFICIENT TAX FOR COUNTY ORDINARY AND OTHER PURPOSES

A tax of sufficient millage to fund the appropriations for the Anderson County Budgets, herein made, for the fiscal year beginning July 1, 2026 and ending June 30, 2027, after crediting against such appropriations all other revenue anticipated to accrue to Anderson County during said fiscal year, not designated for any other specific purpose, is hereby directed to be levied upon all taxable property of Anderson County upon which the County may levy County ordinary taxes, for County ordinary purposes and for other County purposes for which the County may levy a tax, other than for the Anderson County Library, Tri-County Technical College purposes, County sewer, Solid Waste fees, Sewer fees, Civic Center fees, Animal Shelter fees, 9-1-1 tariffs, and road encroachment fees, all as separately levied in this Ordinance, such tax to fund the following amounts or millage, which shall be separately identified, levied, collected, and accounted for, as millage, for the purposes shown, as required by subsequent sections of this Ordinance (excluding Fee-In-Lieu of Taxes), with the total millage so levied, exclusive of debt service millage to be set by the Anderson County Auditor, not to exceed 83.2 mills. This Ordinance shall serve as Anderson County Council's written certification to the Anderson County Auditor required under Section 12-43-285 of the South Carolina Code of Laws (1976, as amended).

County Ordinary	$82,600,000	71.2 Mills
2024 General Obligation Bonds	$608,825	.5 Mills*
2020 General Obligation Bonds	$544,120	.5 Mills*

*Debt service levies are statutorily set by the Auditor in the fall. This is an estimate for budget purposes.

Other taxes and uniform assessments levied by this Ordinance are:

Anderson County Library	$6,865,535	6.2 Mills
Infrastructure Reserve Fund	$1,909,000	1.7 Mills
Capital Fund	$4,530,000	4.1 Mills
Tri-County Technical College	$3,642,845	3.3 Mills
Anderson County Sewer	$2,645,000	3.0 Mills
Solid Waste/Recycling Fees	As set in Section XIV	$110.00 per household $120.81per commercial
Sewer Fees	As set in Section XV	
Civic Center Fees	As set in Section XXXIII	
Animal Shelter Fees	As set in Section XXXIV	
911 Tariff	As set in Section XXXVI	
Road Encroachment Fees	As set in Section XXXVII	

SECTION III-GENERAL FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2026 and ending June 30, 2027, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL FUND APPROPRIATIONS

FUNCTION	AMOUNT
County Government Administration	$45,746,590
Public Safety	66,393,215
Highways & Streets	13,804,035
Economic Development	1,115,480
Health and Welfare	5,255,855
Culture and Recreation	2,826,540
Transfer Out	2,331,685
Contingency	400,000
Total Appropriations-General Fund	**$137,873,400**

GENERAL FUND REVENUE

LOCAL SOURCES-4100		
001000-410101	Property Taxes-RPC Current	$71,000,000
001000-410102	Property Taxes-RPC Delinquent	3,650,000
001000-410103	Property Taxes-Vehicles	11,600,000
001000-410106	Property Taxes-FILOT	3,700,000
001000-411200	Fees/Fines-Court Division	180,000
001000-411210	Fees/Fines-Magistrates	1,100,000
001000-411220	Fees/Fines-Family Court	415,000
001000-411221	Fees/Fines-Family Court Filing Fees	10,000
001000-411230	Fees/Fines-Judge of Probate	400,000
001000-411240	Fees/Fines-Master-in-Equity	150,000
001000-411250	Fees/Fines-Sheriff	30,000
001000-411251	Fees/Fines-Sex Offender Registry	35,000
001000-411260	Fees/Fines-Worthless Check Unit	2,500
001000-411290	Fees/Fines-Register of Deeds	2,700,000
001000-412101	Ticket Sales-Civic Center	30,000
001000-412102	Rent of Property-Civic Center	200,000
001000-412103	Vendor Fees	3,000
001000-412109	Concessions-Civic Center	8,000
001000-412201	Soccer-Sports Complex	7,000
001000-412202	Softball-Sports Complex	14,000
001000-412203	Tennis-Sports Complex	200
001000-412204	Baseball-Sports Complex	20,000
001000-412205	Rental-Sports Complex	4,000
001000-412209	Concessions-Sports Complex	11,000
001000-412309	Concessions-Amphitheatre	5,000
001000-412400	Fees-Cablevision Franchise	1,100,000
001000-412401	Fees-Maps and Plats	100,000
001000-412402	Fees-Municipal Collection	64,000
001000-412403	Fees-Delinquent Tax Posting Fee	115,000
001000-412404	Fees-Plans Review	400,000
001000-412405	Fees-Driveway Aprons	238,000
001000-412406	Fees-Inspections-Engineering	2,500
001000-412407	Fees-Reinspections	5,000

001000-412410	Fees-Animal Shelter	17,000
001000-412500	Fees-Coroner	6,000
001000-413100	Permits-Building	2,215,800
001000-413110	Permits-Electrical	505,000
001000-413120	Permits-Heating and Air	290,000
001000-413130	Permits-Land Use	240,000
001000-413140	Permits-Plumbing	215,000
001000-413150	Permits/License-Mobile Homes	75,000
001000-413160	Permits-Encroachment	248,500
001000-413400	Local Option	90,000
001000-414100	Rent of Property	300,000
001000-414120	Booth Rental-Farmer's Market	5,000
001000-414130	Farmer's Market-Event Rental	4,100
001000-414140	Broadway Lake Rental	60,000
001000-415100	City of Anderson-Forensics	43,000
001000-415110	Oconee County Drug Lab Match	65,000
001000-415120	School Crossing Guards	225,000
001000-415130	School Resource Officers	3,818,045
001000-415140	Library Security Reimbursement	162,000
001000-415150	Medical Examiner Reimbursement	140,000
001000-415200	Oconee County Master-in-Equity	36,055
001000-418100	Local Contributions	1,200,000
001000-418120	Miscellaneous	100,000
001000-418130	Decal Fees	170,000
001000-419900	Interest Income	1,000,000
001000-310000	Fund Balance	14,704,825
	Total Amount of Local	123,234,525
STATE SOURCES		
001000-421100	Local Government Fund	10,339,590
001000-421200	Homestead	2,890,000
001000-421300	State Grants	61,500
001000-421400	Merchants Inventory	286,900
001000-421500	Registration and Elections	123,000
001000-421600	Flood Control	190,000
001000-421700	Salary Assistance	168,535
001000-421800	Health and Environmental	27,600
001000-427401	State Supplement-Retirement Credit	330,000
	Total Amount of State	14,417,125
FEDERAL SOURCES		
001000-433000	Corps of Engineers	113,000
001000-434000	DSS Reimbursement	50,000
	Total Amount of Federal	163,000
TRANSFER IN		
001000-640175	Transfer In-State ATAX	58,750
	Total Amount of Transfer In	58,750
	Total Revenue-General Fund	**$137,873,400**

No amount of the Local Government Fund revenue shall be used for lobbying purposes. Disbursements from the special projects accounts to nonprofit organizations shall be made once annually unless County Council determines that exceptional circumstances require otherwise.

SECTION IV-SPECIAL REVENUE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2026 and ending June 30, 2027, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

SPECIAL REVENUE FUND APPROPRIATIONS

	Total Appropriated	**$75,700,820**

SPECIAL REVENUE FUND REVENUE

102	Grants-Local Contributions	$30,000
	Veteran Affairs	8,000
	State Grants	2,425,000
	Federal Grants	625,000
	Transfer In-General Fund	35,000
	Transfer In-Accommodations Tax	25,000
	Fund Balance	1,272,000
103	Museum Store Sales	6,335
	Fund Balance	6,465
105	Solicitor-Local Contributions	3,053,560
106	Clerk of Court-Bondmen-Fees	5,000
	Fund Balance	16,500
107	Opioid Initiative Grant-State Grants	1,950,000
	Interest Income	50,000
113	SC Housing DAP	150,000
114	Public Defender-Local Contributions	275,000
	State Revenue	2,300,105
	Municipal Funding	58,450
	Transfer In-General Fund	1,300,000
	Fund Balance	(4,880)
117	TTI-Federal Grant	1,500,000
	Transfer In-Infrastructure	178,650
118	HOME Program-Federal Grant	2,720,000
	Transfer In-General Fund	140,000
130	ASEC Events-Local Contributions	105,000
	Transfer In-Accommodations Tax	12,000
	Transfer In-Accommodations Fee	113,000
137	Transfer In-"C" Funds	2,000
139	"C" Funds	1,815,000
	Local Contributions	100,000
	Interest Income	80,000

	Fund Balance	4,565,000
	Transfer In-Infrastructure	142,000
140	Tri-County Technical College-Millage	3,642,845
	Delinquent Taxes	157,030
	Fee-In-Lieu of Taxes	140,540
	Homestead Exemption	120,170
	Fund Balance	165,415
142	Airport	7,106,525
143	Anderson County Library-Millage	6,865,535
	Delinquent Taxes	317,225
	Fee-In-Lieu of Taxes	257,645
	Homestead Exemption	251,700
	Fund Balance	268,295
150	Title IV-D/Family Court-Incentive Payments	400,000
	Transfer In-General Fund	247,525
151	DSS Incentive Funds	20,000
152	DSS Incentive Payments	30,000
156	Victim Bill of Rights	161,265
	Transfer In-General Fund	183,510
157	Victims of Crime Act Grant	130,000
	Transfer In-General Fund	128,455
163	HAZMAT-Local Contributions	53,500
165	Federal Emergency Management Agency-State Grant	1,650,000
	Federal Grant	8,537,505
	Transfer In-Capital Projects	218,250
	Transfer In-Infrastructure	909,715
168	Documentary Stamps	4,700,000
	Fund Balance	500,000
173	Detention Center Canteen-Concessions	300,000
174	E-911 Revenues	285,600
	State Grant	582,000
	State PSAP	600,000
	Fund Balance	32,135
175	State Accommodation Tax	700,000
176	Infrastructure-Transfer In-Infrastructure Reserve	1,000,000
177	County Accommodations Tax	1,400,000
	Interest Income	22,000
	Fund Balance	1,000,000
180	PARD-Local Contributions	10,000
	State Grants	60,000
	Transfer In-General Fund	7,500
181	Office of Justice Programs-State Grant	290,000
	Federal Grant	663,930
	Transfer In-General Fund	222,620
191	Duke Energy-EPD	15,000
	Fund Balance	38,600

194	Animal Shelter Donations	300,000
	Fund Balance	106,500
195	Sheriff Forfeiture Fund	450,000
	Fund Balance	250,000
196	Infrastructure Reserve Fund-Millage	1,909,000
	Delinquent Taxes	78,800
	Fee-In-Lieu of Taxes	79,635
	Homestead Exemption	69,760
	Fund Balance	2,880,905
198	Sheriff Forfeiture Non-Drug-Fund Balance	105,200
	Nonforfeiture Drug	15,000
	Interest Income	4,800
	Total Special Revenue Fund Revenue	**$75,700,820**

SECTION V-DEBT SERVICE AND OTHER FINANCING APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2026 and ending June 30, 2027, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

GENERAL OBLIGATION BOND DEBT SERVICE APPROPRIATIONS

BOND	APPROPRIATED
2024 General Obligation Bond	$733,220
2020 General Obligation Bond	669,070
Total General Obligation Bond Debt Service Appropriated	$1,402,290

GENERAL OBLIGATION BOND DEBT SERVICE REVENUE

SOURCE OF REVENUE	AMOUNT
Property taxes, including delinquent taxes	$1,210,605
Fee-In-Lieu of Taxes	46,845
Merchants Inventory	55,850
Homestead Exemption	40,105
Fund Balance	48,885
Total General Obligation Bond Debt Service Revenue	$1,402,290

SPECIAL SOURCE REVENUE BOND DEBT SERVICE APPROPRIATIONS

BOND	APPROPRIATED
Special Source Revenue Bonds	$1,917,925
Total Revenue Bond Debt Service Appropriated	$1,917,925

SPECIAL SOURCE REVENUE BOND DEBT SERVICE REVENUE

SOURCE OF REVENUE	AMOUNT
Transfer In-Accommodations Fee	$1,052,500
Transfer In-Economic Development Fund	$865,425
Total Revenue Bond Debt Service Revenue	$1,917,925

INSTALLMENT PURCHASE REVENUE BOND DEBT SERVICE APPROPRIATIONS

BOND	APPROPRIATED
Special Source Revenue Bonds	$6,263,040
Total Revenue Bond Debt Service Appropriated	$6,263,040

INSTALLMENT PURCHASE REVENUE BOND DEBT SERVICE REVENUE

SOURCE OF REVENUE	AMOUNT
Transfer In-Capital Projects	$1,676,750
Transfer In- Economic Development Fund	3,000,000
Transfer In-Infrastructure Park	1,586,290
Total Revenue Bond Debt Service Revenue	$6,263,040

SPECIAL TAX DISTRICT APPROPRIATIONS

SPECIAL TAX DISTRICT	AMOUNT
The Farm	$5,595
River Oaks	25,660
Total Special Tax District Appropriations	$31,255

SPECIAL TAX DISTRICT REVENUE

SOURCE OF REVENUE	AMOUNT
Special Tax District Fees	$31,255
Total Special Tax District Revenue	$31,255

LEASE PURCHASE FINANCINGS ANNUAL APPROPRIATIONS

Equipment Lease Purchase	
Total Lease Purchase Financings Annual Appropriations	$389,100
Total Lease Purchase Financings Annual Appropriations	$389,100

LEASE PURCHASE FINANCINGS REVENUE

SOURCE OF REVENUE	AMOUNT
Transfer In-General Fund	$67,075
Transfer In- Economic Development Fund	322,025
Total Lease Purchase Financings Revenue	$389,100
Total Debt Service and Other Financings Appropriations	**$10,003,610**
Total Debt Service and Other Financings Revenue	**$10,003,610**

To the extent that any monies remain in any debt service funds of the County, upon complete satisfaction of the debt for which such funds were collected, the County Administrator may transfer all such excess and otherwise unused funds to and utilize such funds for any other Anderson County debt service fund which has been lawfully created by Anderson County Council to pay debt service on any lawful debt obligation of the County. Further, to the extent that any monies remain in the capital project accounts of the County, upon complete satisfaction of the stated purposes for which such funds were initially authorized, the County Administrator may transfer all such excess and otherwise unused funds to and utilize such funds for any other Anderson County activity or purpose which has been duly authorized by Anderson County Council and for which debt funds of the County may be lawfully used.

SECTION VI-CAPITAL PROJECTS FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2026 and ending June 30, 2027, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

CAPITAL PROJECTS FUNDS APPROPRIATIONS

FUND	ACTIVITY	APPROPRIATED
318	Detention Center	$12,500,000
360	Capital Reserve Fund	7,062,215
361	Capital Replacement Fund	5,000,000
362	Grant Capital Projects	4,736,425
368	Economic Development	5,187,450
369	Infrastructure Park	1,586,290
377	AFEE Bond	13,900,000
Total Capital Funds Appropriations		**$49,972,380**

Any capital appropriation for vehicles and equipment shall be in accordance with the Fleet Services Standard Operating Procedure.

CAPITAL PROJECTS FUNDS REVENUES

FUND	SOURCE OF REVENUE	AMOUNT
318	Detention Center Fund Balance	$12,450,000
	Interest Income	50,000
360	Capital Reserve Fund-Property Taxes	4,530,000
	Delinquent Property Taxes	190,000
	Fee-In-Lieu of Taxes	192,000
	Local Contributions	30,000
	Homestead Exemption	166,330
	Sale of Capital	35,000
	Insurance Proceeds	60,000
	Transfer In-Documentary Stamps	500,000
	Fund Balance	1,358,885
361	Transfer In-Capital Projects	4,000,000
	Transfer In-Economic Development	1,000,000
362	Grant Capital Projects-State Grants	4,516,425
	Transfer In-Capital Projects	220,000
368	Economic Development-Property Taxes	835,000
	Fee-In-Lieu of Taxes	3,065,000
	Fund Balance	1,287,450
369	Infrastructure Park-Property Taxes	95,000
	Fee-In-Lieu of Taxes	605,000
	Fund Balance	886,290
377	AFEE Bond-Local Contributions	1,000,000
	Interest Income	200,000
	State Grants	200,000

Federal Grants	1,000,000
Bond Proceeds	11,500,000
Total Capital Funds Revenue	**$49,972,380**

SECTION VII-ENTERPRISE FUNDS APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2026 and ending June 30, 2027, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein; provided, however that to the extent, only, that revenues for Enterprise Fund activities exceed the revenue projections shown below, the Appropriations shown for Enterprise Funds herein may be adjusted by the Administrator to match the increased revenues, subject to the requirements of Section XXVI, hereof. Provided, further, that the Administrator is authorized to write off, discharge, or otherwise adjust uncollectible and otherwise unenforceable debt owed to the enterprise funds of the county, utilizing the same standards used by the Anderson County Treasurer to adjust nulla bona debt of the County.

ENTERPRISE FUNDS APPROPRIATIONS

ACTIVITY	APPROPRIATED
Sewer	$14,308,810
Stormwater	732,895
Solid Waste/Recycling	11,549,480
Total Enterprise Funds Appropriations	**$26,591,185**

ENTERPRISE FUNDS REVENUES

REVENUES	AMOUNT
Sewer Property Taxes, State Revenue, Fees & Interest	$14,832,455
Sewer State Grant	100,000
Sewer-Federal Grant	9,598,600
Sewer-Fund Balance	(10,222,245)
Stormwater-Fees	360,315
Stormwater-Transfer In from Sewer	372,580
Solid Waste/Recycling	11,277,635
Solid Waste/Recycling State Grant	126,285
Solid Waste Fund Balance	145,560
Total Enterprise Funds Revenues	**$26,591,185**

SECTION VIII-LEVYING OF A SUFFICIENT TAX FOR ANDERSON COUNTY LIBRARY PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of $6,865,535 (excluding delinquent taxes totaling approximately $317,225, fee-in-lieu of taxes totaling approximately $257,645, homestead exemption totaling approximately $251,700, and fund balance totaling $268,295), for the Anderson County Library budgets, herein made, for the fiscal year beginning July

1, 2026 and ending June 30, 2027, is hereby directed to be levied on all personal and real property in Anderson County, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Anderson County Library fund balance. Any funds in the Anderson County Library fund balance at any point in time in excess of those required for the Anderson County Library budgets herein made, may be utilized by the Anderson County Library Board of Trustees; provided, however, the expenditures of said surplus funds shall never exceed the amount of the most recent approved budget of the Library. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Anderson County Library. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Anderson County Library Fund, with a specific levy and account for the library appropriation category listed herein.

SECTION IX-ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2026 and ending June 30, 2027, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

ANDERSON COUNTY LIBRARY FUND APPROPRIATIONS

ACTIVITY	APPROPRIATED
Anderson County Library Fund	$7,960,400
Total Anderson County Library Fund Appropriations	**$7,960,400**

ANDERSON COUNTY LIBRARY FUND REVENUES

SOURCE OF REVENUE	AMOUNT
Property Taxes	$6,865,535
Delinquent Taxes	317,225
Fee-In-Lieu of Taxes	257,645
Homestead Exemption	251,700
Fund Balance	268,295
Total Anderson County Library Fund Revenue	**$7,960,400**

The Anderson County Auditor is hereby directed to levy as separately identified County ordinary millage and the Anderson County Treasurer hereby directed to collect, disburse monthly (if funds are available), and account for as a separate fund the sums identified herein for the Anderson County Library Fund.

SECTION X-ADOPTION OF OPERATING AND CAPITAL BUDGETS FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

Pursuant to Section 4-9-70 of the Code, the operating and capital budgets of Anderson County specifically for Tri-County Technical College as hereinafter set forth, by reference and otherwise, are hereby adopted for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

SECTION XI-LEVYING OF A SUFFICIENT TAX FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES

A tax of sufficient millage to fund the appropriations in the amount of $3,642,845 (excluding delinquent taxes totaling approximately $157,030, fee-in-lieu of payments totaling approximately $140,540, homestead exemption payments totaling $120,170, and usage of fund balance totaling approximately $165,415) for the Tri-County Technical College Budgets, herein made, for the fiscal year beginning July 1, 2026 and ending June 30, 2027, is hereby directed to be levied on all personal and real property in Anderson County on which school taxes may be levied, and shall be identified as such on Anderson County tax bills. To the extent such levy results in excess revenues, above those stated above, all such revenues shall be placed and maintained in the Tri-County Technical College fund balance. There shall be credited against said appropriations all other revenues anticipated to accrue to Anderson County during said year for Tri-County Technical College. All such taxes and other revenues shall be levied, collected, deposited, disbursed and accounted for in the Tri-County Technical College Fund, with a specific levy and account for the special education appropriation category listed herein.

SECTION XII TRI-COUNTY TECHNICAL COLLEGE FUND APPROPRIATIONS AND REVENUES

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set forth verbatim herein, for the fiscal year beginning July 1, 2026 and ending June 30, 2027, the following sums of money in the amounts and for the purposes set forth as follows, with the anticipated revenues to be applied thereto as reflected herein:

TRI-COUNTY TECHNICAL COLLEGE APPROPRIATIONS

ACTIVITY	APPROPRIATED
Tri-County Technical College	$4,226,000
Total Tri-County Technical College Appropriations	**$4,226,000**

TRI-COUNTY TECHNICAL COLLEGE REVENUES

SOURCE OF REVENUE	AMOUNT
Property Taxes	$3,642,845
Delinquent Taxes	157,030
Fee-In-Lieu of Taxes	140,540
Homestead Exemption	120,170
Fund Balance	165,415
Total Tri-County Technical College Revenues	**$4,226,000**

SECTION XIII-TAX FOR ANDERSON COUNTY SEWER

There is hereby directed to be levied a tax of three (3) mills on all county ordinary taxable and real property in all unincorporated areas of Anderson County, pursuant to Anderson County Ordinance Number 164 of 1986, to provide sewer service in the County.

SECTION XIV-SOLID WASTE/RECYCLING FEES

There shall be a uniform $110.00 Residential Solid Waste/Recycling Fee annually imposed upon the owner of record of each residence in the County, including all single and multi-family homes, mobile homes, and all lease and rental properties, and a uniform Commercial $120.81 Solid Waste/Recycling Fee annually imposed upon every business, excepting industries, located in a municipality in the County, and to be collected by such municipality not less frequently than

annually and remitted to the County within thirty (30) days from the deadline imposed by the municipality for such collections. Together, these fees, plus the Starr C&D Landfill usage fee of $33/ton and revenues received from the sale of recycled materials, interest income, state grant and tire revenue are currently estimated to produce approximately $11,403,920 for this fiscal year, and constitute the total anticipated fiscal year 2026-2027 revenues of the Solid Waste and Recycling Department.

The residential Solid Waste and Recycling Fees shall be levied as a uniform assessment by the Anderson County Auditor and placed upon the annual real estate tax notice and collected by the Anderson County Treasurer, pursuant to state law. The fiscal officers of the County shall have the authority to nulla bona or abate these fees to the same extent and under the same conditions as they do for a comparable tax.

Further, there shall be imposed a late fee and supplemental processing charge of $6.00, for all Solid Waste/Recycling Fees not timely remitted to the County Treasurer by March 16 of the year when due. For all past due accounts in excess of one year, the County shall impose an additional annual penalty of $12.00. The County shall pursue all legal remedies available to it to recover past due amounts, and shall hold the property owner responsible for all costs of collection, including reasonable attorney fees, as a part of such collection efforts and as a part of the fees imposed by County Council pursuant to state law, in order that lawful tax-paying citizens not be forced to subsidize those taxpayers who do not pay this lawful fee in a timely manner. Failure by a municipality to collect the uniform Commercial Solid Waste/Recycling Fee or to remit such collected fees to the County in accordance with this section may result in the County terminating solid waste disposal privileges for such municipality until all such collections and/or remittances are made current.

All proceeds collected from these fees shall be accounted for in a separate fund to be used solely to account for solid waste operations in the County, including but not limited to, the collection, disposal, transfer, and recycling of solid waste, including, without limitation, the purchase or construction of machinery, equipment, and facilities for such operations, as well as the administrative expenses incurred in the operation of the Anderson County Solid Waste and Recycling Department and collection of the annual solid waste/recycling fee. The County is authorized to issue appropriate legal obligations, including bonds, as appropriately authorized by normal County processes to pay for all of the foregoing costs, utilizing the proceeds from these fees to pay for such costs, including, without limitations, to pay the debt service for such bond obligations. The fees addressed in this section may be set or changed by simple vote of County Council, and will be adjusted by the County Administrator and the Public Works Division Director of the County accordingly to reflect these changes by County Council. The provisions of this Section shall be codified in a separate ordinance of the County pertaining to Solid Waste/Recycling Fees, which shall include provisions for enforcement, including civil and criminal penalties for non-payment.

Because empirical evidence indicates that senior citizens generate less Solid Waste, by consuming less, than younger residents, the Anderson County Auditor shall only levy and collect a $40 Residential Solid Waste/Recycling Fee for every household which qualifies for and is granted the State Homestead Exemption.

SECTION XV-SEWER FEES

The County is party to multiple agreements with the City of Anderson, South Carolina (the "City"), which have been in effect for many years and are of indefinite duration. Those agreements require the County to pay a pro rata share of the cost of certain upgrades to the respective sewer systems, based on the volume of discharge and the nature of the discharge. Because the County does not set the amount of such costs and because the costs are based on actual use by customers using the system, the only equitable method to use for paying the cost of increase charged by the City, pursuant to contractual agreements of long standing, is to increase the County sewer use charges affected, by the respective percentage or amount of increase charged by the City, i.e., to treat the amount charged by the City as a "pass-through" charge to the system users. In addition, the County entered into an agreement with the Town of Pendleton (the "Town") and the City of Clemson to upgrade the Town's wastewater treatment plant per allotted capacity, which require the County to set sewer user charges in such an amount as will generate sufficient funds to pay all debt service on such debt instruments. The County Administrator may effect such "pass-through" charges by insuring that amounts charged by the City and the Town are correct and then passing those charges along, pro rata, to the users of the County sewer system impacted by the City and Town's charges, in the form of adjusted sewer use charges, based on the same cost increase factors utilized by the City and Town, and may otherwise adjust such sewer use charges as required to adequately meet all debt service requirements of sewer system debt instruments and obligations duly authorized by County Council. For new users of the County sewer system, a capacity fee payment is required for connection to the system.

SECTION XVI-STORMWATER REQUIREMENTS AND PERSONNEL

Federal and state law mandates the management of stormwater runoff by Anderson County. Accordingly, certain Stormwater employees have been assigned to the management of Anderson County's Stormwater Runoff management program. Anderson County Council may utilize funds from the Sewer Fund for the Stormwater Runoff management program, to the extent such funds are available and sufficient for that purpose and exceed stormwater fees collected for that purpose, rather than impose additional federally and state mandate-created fees for such purposes.

SECTION XVII-CREATION AND APPROPRIATION OF PUBLIC INFRASTRUCTURE FUND

There has heretofore been established, and shall be maintained as a separate budgetary and operational fund of the County, the Anderson County Public Infrastructure Fund (the "Fund"). The County shall deposit into such Fund those revenues of the County derived from fee-in-lieu-of-tax ("FILOT") payments from the several joint county industrial and business parks of the County ("multi-county parks" or "MCIPs"), which are designated to be so deposited by this Ordinance or other ordinances of Anderson County, including, without limitation, Ordinance #2004-041, as amended from time to time ("Ordinance #2004-041"). Moneys deposited into the Fund shall be utilized for the costs of infrastructure serving economic development purposes in Anderson County ("Infrastructure") in accordance with the provisions of 4-1-170, et seq., Code of Laws of South Carolina, 1976, as amended, and as directed by Anderson County Administrator. Such expenditures are hereby authorized by Anderson County Council. Deposits into such Fund shall include, without limitation, those revenues from the Anderson County-Greenville County multi-county park which are allocated to that purpose by Ordinance #2004-041, (exclusive of such revenues as are being utilized

for separate special source revenue bonds issued to fund Infrastructure). Moreover, Anderson County Council affirms that distribution of the FILOT revenues received by Anderson County pursuant to the multi-county park agreements with Clarendon County and with Abbeville/McCormick Counties for park premises under those two agreements which are located in Anderson County shall be distributed in the same manner and pursuant to the same allocation methodology as set forth in Ordinance #2004-041. All monies and revenues received by Anderson County pursuant to Ordinance #2004-041 and this Section shall be accumulated in, accounted for, and distributed from such Fund as provided in such Ordinance and in this Section. Expenditures may be made from such Fund to pay the cost of such Infrastructure and Capital directly or to make debt service payments on bonds or notes payable issued by the County to fund such Infrastructure.

There is hereby created a Capital Renewal and Replacement Fund that is to be funded in accordance with the wishes of Anderson County Council.

SECTION XVIII-SPECIAL TAX DISTRICT REVENUES AND APPROPRIATIONS

The County Finance Department shall receive and account for those revenues of the County levied and collected for the special tax districts of the county, as authorized, required, and levied by the County ordinances creating such special tax districts. The County Finance Department will disburse moneys from such funds in accordance with the County ordinances creating the special tax districts, including, without limitation, for reimbursements of the County Roads & Bridges Department in accordance with such ordinances. Such monies are hereby appropriated for those purposes.

SECTION XIX-FUNDING OF COUNTY ORGANIZATIONS

All dependent boards, agencies, commissions, and organizations of the County, funded by these budgets, shall be disbursed funds upon a letter of request to the County Administrator. A brief report shall be submitted along with the letter of request, detailing how County funds were expended in the previous quarter. An audit report shall be presented to the County Administrator within six months following the end of the respective fiscal year for each organization addressed by this Section following receipt of request by the County Administrator.

SECTION XX-SETTING OF A MILLAGE RATE

The Anderson County Council, working in cooperation with the Anderson County Auditor and Treasurer and in accordance with the laws and Constitution of the State of South Carolina, shall calculate and fix the amount of the millage necessary, not to exceed 83.2 mills total, exclusive of debt service millage to be set by the Anderson County Auditor, as set forth herein, to support the appropriations herein made, with the exception of those appropriations and portions thereof supported by revenues other than property taxes, and shall so advise the Auditor and Treasurer of Anderson County who shall levy and collect said millage, respectively, as hereby directed by the County Council, in addition to any millage (for debt service or otherwise) for which the statutory authority to determine and levy is granted to the Anderson County Auditor and the authority to collect is given to the Anderson County Treasurer. All such levies of taxes authorized herein by Anderson County Council for County of Anderson purposes shall be set forth, stated, and mailed to the taxpayers of Anderson County on a tax notice showing such levies separate and independent of levies of taxes by any other legal entity or political subdivision of the State of South Carolina, whether on a two-sided tax notice or a multi-page tax notice or any other form of tax notice accomplishing the purpose set

forth in this paragraph. Anderson County Council will provide forms for such tax notices and no funds appropriated by this budget ordinance are authorized for the procurement or preparation of any other form of tax notice.

SECTION XXI-COMPLIANCE WITH COUNTY CODE AND ACCOUNTABILITY

All funds for County ordinary purchases and procurements shall be obligated in accordance with the County Code through the County Central Purchasing Department and will be disbursed by the Finance Department to provide for necessary auditing, unless specifically exempted by County Council in public session.

All State and Federal Grants will be administered, coordinated, and accounted for by the Anderson County Finance Department.

Use of funds appropriated by County Council district or otherwise, to reimburse members of County Council for reimbursable expenses (that is, for lodging, travel, registration fees, training, meals, and telephone usage) incurred in the discharge of their official duties shall be in accordance with the terms and provisions of the County Code.

SECTION XXII-DEPOSITS

All service charges, reimbursements, fees, fines, other funds received by county departments shall be deposited with the County Treasurer as soon as possible after collection; but in no case shall the time lapse between collection and deposit with the Treasurer exceed thirty (30) days. The Treasurer is authorized and directed to deposit all funds received into the appropriate interest-bearing accounts, and any surplus funds and all accumulative interest shall be deposited into the General Fund of Anderson County.

SECTION XXIII-SURPLUS FUNDS

Except as otherwise noted herein, any surplus in the General Fund of the County or any moneys accruing therefrom shall be used as a contingency fund and shall be spent as authorized and directed by the Anderson County Council during the fiscal year addressed by this Ordinance, only. At the end of such fiscal year those funds shall be accounted for as addressed in the next succeeding Section. Any surplus in other funds of the County or any monies accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXIV-END OF FISCAL YEAR ACCOUNTING

All appropriations made by this Ordinance for which monies have not been obligated or encumbered by the end of June 30, 2027, shall lapse and expire at that time. All appropriations made by this Ordinance for which the funding monies have been obligated or encumbered by June 30, 2027 shall remain on the books of Anderson County at June 30, 2027 for matching of the applicable expenditure for year-end accrual purposes. Once the ledgers are closed for year-end accrual purposes, the unused encumbrance amount will be removed from the encumbrance system. Unobligated General Fund budgetary appropriations and monies received by County departments and existing without obligation at the close of the fiscal year addressed by this Ordinance shall revert to the General Fund of Anderson County to be accounted for as fund balance; no existing appropriation or actual revenues on hand at the end of the fiscal year may be expended by any department during the succeeding fiscal year without new appropriation by County Council. Any surplus in other funds of

the County or any moneys accruing therefrom shall be retained and accounted for in such other fund or funds and shall be carried forward from year to year as fund balances in such funds.

SECTION XXV-TRANSFERRING OF FUNDS

The Administrator may approve changes in a department budget from one line item to another in an amount up to and including $10,000 at any one time; provided, however, the total department budget shall not increase, no new positions may be created, or capital expenses, may be accomplished by such a transfer without County Council approval. No transfer for any one type of good or services may be subdivided, split or "stacked" for purposes of evading the requirements of this section.

Aggregate transfers within the fiscal year within a department which exceed $20,000 shall require County Council approval thereafter. All transfers shall be included in the "Administrator's Report" section of the County Council agenda for Council's review.

SECTION XXVI-DISBURSEMENTS

The County Administrator, based on financial conditions and cash-flow considerations, shall determine the proper rate of disbursement of the above-enumerated appropriations during the fiscal year. Transfers from fund to fund in order to properly account for and manage County funds and appropriations in accordance with generally accepted accounting standards continue to be explicitly approved notwithstanding any other language of this Ordinance, subject always to the reporting requirements of this Ordinance. All out of state travel for official County government business shall be approved in advance by the County Administrator to include any lodging, registration fees or meals associated with the trip. The County Administrator and the County Treasurer are hereby granted authority to enter into agreements with the Anderson County Board of Education and the School Districts of Anderson County, consistent with this Ordinance, to make accelerated disbursements of Anderson County school tax receipts to the School Districts of Anderson County and to the Anderson County Board of Education.

SECTION XXVII-PAUPER BURIALS

Pauper burials shall be funded in the budget of the Coroner (Key 520250) at the rate established by sealed bid. Documentation for each such burial will be maintained at the Coroner's Office and, as further, the Coroner is hereby authorized to arrange for the disposition of deceased indigent persons in accordance with state law including, but not limited to, Title 32, Chapter 8 of the South Carolina Code of Laws (1976, as amended).

SECTION XXVIII-RETIREMENT OF AUTOMOTIVE AND HEAVY EQUIPMENT

Unless otherwise directed by County Council, automotive and heavy equipment will be retired from service by any department receiving replacement equipment on a one for one basis as the replacement equipment is received. Retired equipment will be appropriately evaluated for reassignment or disposition by the Fleet Manager and the County Administrator for those departments under the director of the County Administrator and the Sheriff for those vehicles used by those departments reporting to this elected official.

SECTION XXIX-TAX ANTICIPATION NOTES

As permitted by Article X, Section 14, of the Constitution of the State of South Carolina,

1895, as amended and Section 11-27-40, Code of Laws of South Carolina, 1976, as amended, County Council is hereby empowered to authorize the issuance of tax anticipation notes in the aggregate principal amount of not exceeding $20,000,000 (the "TANS") in anticipation of the collection of taxes imposed and levied by this Ordinance. The TANS may be issued at any time or from time to time during the fiscal year beginning July 1, 2026 and ending June 30, 2027; shall be issued pursuant to a Resolution adopted by County Council; may be issued in bearer form or fully registered upon terms and conditions prescribed in such Resolution; shall be issued in the principal amounts, mature and bear interest as prescribed in such Resolution; may be sold by negotiated or public sale upon such terms and conditions as County Council prescribes in the Resolution.

SECTION XXX-CREDIT CARD PAYMENTS

To the maximum extent authorized by and in accordance with law, and in accordance with County procurement policies, all Anderson County offices, including those of elected officials, are authorized to adopt and implement uniform procedures, through the Treasurer's Office, to accept credit card payments for all payments due to the County or processed by County offices.

SECTION XXXI-CREDIT CARD POLICY

All Anderson County credit card charges and purchases made utilizing an Anderson County credit card, to include purchasing cards, are to be reported to the Finance Office, and accompanied by a detailed receipt and a written report, the format of which is to be designed and determined by the County Administrator or his designee. The written report shall contain sufficient detail to show who made the charge, what the charge was for, when the charge was made, where the charge was made, and why the charge was incurred. Charges incurred for or associated with economic development projects must still be reported, as addressed above, and accompanied by the receipt and report described above, but may be reported by project codename, until such time as the project is publicly announced or finally terminated.

SECTION XXXII-GRANTS AND GRANT MATCHING FUNDS

The Anderson County Administrator, or his duly authorized representative, is hereby authorized to apply for all grants of any nature whatsoever where no County matching funds are required, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by Anderson County Council through the annual Anderson County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of Anderson County, and to receive and expend such grant funds for the purposes authorized in the respective grant applications. Notwithstanding the foregoing, County staff shall conduct an analysis identifying any recurring expense or monetary obligation for which the County may be responsible in the future where said expense or obligation will be payable from funding sources other than the grant being applied for. Any grant opportunity which involves such expenses or obligations shall require County Council approval prior to the submission of the grant application.

No funds appropriated by this Ordinance may be utilized as matching funds for any parks and recreation grant, including, without limitation, grants received from the South Carolina Department of Parks, Recreation, and Tourism, except for Anderson County Council District Recreation Funds appropriated hereby, except as otherwise provided herein.

SECTION XXXIII-APPLICABLE CIVIC CENTER RATES

Rates as set forth on rate sheets as may be in effect during the fiscal year (subject to amendment) shall be applied by the Civic Center of Anderson for all rental contracts entered into between July 1, 2026 and June 30, 2027.

SECTION XXXIV-APPLICABLE ANIMAL SHELTER RATES

Rates as set forth on Animal Shelter rate sheets dated July 1, 2026 shall be applied by the Anderson County Animal Shelter for all services rendered between July 1, 2026 and June 30, 2027.

SECTION XXXV-APPLICABLE JUROR REIMBURSEMENT RATES

There shall be paid unto the Grand Jurors in Circuit Court the sum of $20 per diem and Petit Jurors shall be paid the sum of $12 per diem. There shall be paid unto Jurors in Summary Court the sum of $10 per diem Jurors. In addition to the aforesaid sum, jurors shall be reimbursed twenty-five, $.25, cents per mile per day from their home to the Anderson County Courthouse for the term for which they are drawn to serve. These rates shall be effective for all services rendered between July 1, 2026 and June 30, 2027.

SECTION XXXVI-FUNDING OF E-911 SERVICES

In order to provide all citizens of Anderson County with the best emergency dispatch services available and to fund those services in the most effective, efficient manner possible, the County Administrator is hereby directed to utilize and apply the maximum E-9-1-1 tariff funds available by current South Carolina law to the County's E-9-1-1 system, in accordance with County procurement policies and state law.

SECTION XXXVII-ROAD ENCROACHMENT PERMITS

The Anderson County Public Works Division is authorized to charge fees for encroachments on County roads and rights-of-way and for encroachment permits for such encroachments in accordance with an encroachment fee schedule prepared, from time to time, by the Anderson County Roads & Bridges Department, and approved by Anderson County Council by appropriate Council action. Such fees for encroachments on Anderson County roads and rights-of-way and for encroachment permits for such fees shall be sufficient to fully reimburse the County for all costs of supervising, inspecting, and repairing, as necessary, all damage to County roads and rights-of-way caused by such encroachments.

SECTION XXXVIII-REASONABLE ACCOMMODATION POLICY

Anderson County is a participant in the Federal Community Development Block Grant Program for the purpose of undertaking various important community and economic development activities throughout the County. The Community Development Block Grant Program requires a reasonable accommodations policy for Section 504 regulations**.** Anderson County, acting by and through the Anderson County Council, desires to comply with all necessary Grant requirements. Anderson County, acting by and through the Anderson County Council, is hereby willing to make reasonable accommodations for the known physical or mental impairments of an otherwise qualified participant, applicant or employee, providing it does not cause undue financial or administrative burden on the County or cause a fundamental alteration of the County’s program. Anderson County Council hereby recognizes that the policy created hereunder includes employees, applicants for employment, and the public when the public is involved in County

activities. The Anderson County Administrator, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary or appropriate in connection with this Policy.

SECTION XXXIX-SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESS ENTERPRISES

To promote free competition and equal opportunity, Anderson County is committed, within the parameters of the County procurement code, to assisting small, minority-owned and woman-owned businesses in becoming active vendors with the County. Anderson County encourages and invites small, woman, and/or minority owned businesses located inside and outside of the County to participate in the County's procurement process. It is the policy of the County to prohibit discrimination against any person or business in pursuit of procurement opportunities on the basis of race, color, national origin, ancestry, religion, disability, political affiliation or gender.

SECTION XL-SEVERABILITY

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION XLI-EFFECTIVE DATE

This Ordinance shall become effective and enforced from and after July 1, 2026.

ADOPTED in meeting duly assembled this ____ day of June, 2026.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to Council

Chris Sullivan, District #1

Glenn Davis, District #2

Greg Elgin, District #3

Brett Sanders, District #4

Jimmy Davis, District #6

M. Cindy Wilson, District #7

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: May 19, 2026

Second Reading: June 16, 2026

Third Reading:

Public Hearing:

ORDINANCE NO. 2026-029

AN ORDINANCE TO TRANSFER TWO PARCELS OF REAL PROPERTY LOCATED AT 106 BIGGS STREET AND 704 LEWIS STREET TO HABITAT FOR HUMANITY OF ANDERSON; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Anderson County is the current owner of 2 vacant residential lots located and identified as 106 Biggs Street, TMS No. 123-12-08-014, and 704 Lewis Street, TMS No. 124-09-01-067; and

WHEREAS, Anderson County desires to convey these 2 vacant residential lots to Habitat for Humanity of Anderson, Inc.; and

WHEREAS, the development or use of these properties by Habitat for Humanity of Anderson, Inc., will improve the neighborhoods these properties are located in through the productive and beneficial use of the properties.

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

1. Anderson County desires to convey the following parcels of real property Habitat For Humanity of Anderson, Inc., for a nominal fee:

   a. See Exhibit A.

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

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

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:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

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: _____

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
) (NO TITLE SEARCH PERFORMED—TITLE NOT CERTIFIED)
COUNTY OF ANDERSON)

KNOW ALL MEN BY THESE PRESENTS THAT **ANDERSON COUNTY**, a political subdivision of the state of South Carolina, hereinafter called Grantor, in the State aforesaid, in consideration of the sum of five dollars and zero cents ($5.00) and other good and valuable consideration to Grantor in hand paid at and before the sealing of these presents by **HABITAT FOR HUMANITYOF ANDERSON COUNTY, INC., A NONPROFIT CORPORATION REGISTERED IN THE STATE OF SOUTH CAROLINA,** hereinafter called Grantee (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents so grant, bargain, sell and release unto the said Grantee and Grantee's heirs, or successors, and assigns an interest in the following property:

> All that certain lot or parcel of land with the improvements there on in the Equinox Community, in Centerville Township, School District Number Five, Anderson County, South Carolina, particularly shown and designated as Lot No. 59 upon a plat entitled "A Subdivision for Equinox Mill" by Pickell & Pickell, Engineers, dated August 25, 1953 (revised November 27, 1963) and recorded in the Office of the Clerk of Court for said County in Plat Book 27, at Pages 114 and 115 and having metes and bounds, courses and distances, as shown upon said plat. The house upon said lot is now known as No. 106 Biggs Street and the lot, according to said plat, fronts upon the northeast side of said street for a distance of 85 feet.

This Conveyance is specifically subject to the reservations and conditions in the deed from Westpoint Manufacturing Company to Hubert Powell, record in the office of the Cleek of Court for Anderson County Ded Book 12-A at Page 487.

TMS Number: 123-12-08-014

PROPERTY ADDRESS: 106 Biggs Street, Anderson, SC 29625

DERIVATION:
This being the same property conveyed unto Anderson County by deed from Vivian Sue Baker (f/k/a Vivian Sue Jewell), Barbara Jewell Brown, Melvin D. Jewell, Jr., and Judith Lynette Cook (f/k/a Judith Lynette Haltiwanger), dated May 24, 2002, and recorded on July 2, 2002, in Deed Book 4837 at Page 273 in the Office of the Register of Deeds for Anderson County, South Carolina.

The above-described property is subject to any and all recorded and unrecorded rights-of-way, easements, restrictions, covenants, and conditions, and to any applicable land-use and zoning ordinances and regulations pertaining to said property, and is further subject to any of the foregoing as might appear from the plat and/or an inspection of the premises.

GRANTEE'S ADDRESS: 210 S Murray Ave, Anderson, SC 29624

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said Grantee and Grantee's, Heirs, or Successors, and assigns forever.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Successors, Executors and Administrators to warrant and defend all and singular the said premises unto the said Grantee and Grantee's Heirs, Successors and assigns against Grantor and Grantor's, Heirs, Successors, Executors, Administrators and Assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Grantor's hand and seal this **_____ day of _____, 2026.**

_____ (Seal)
Rusty Burns as Anderson County Administrator

Signed, Sealed and Delivered in the Presence of:

_____ (Seal)
Witness #1

_____ (Seal)
Witness #2 / Notary Public

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

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

_____ (Seal)

NOTARY PUBLIC FOR _____

Printed Name: _____

My Commission Expires:_____

STATE OF SOUTH CAROLINA) AFFIDAVIT
COUNTY OF ANDERSON)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit, and I understand such information.

2. The property bearing TMS No. 123-12-08-014 is being transferred by Anderson County to Habitat for Humanity on _____, 2026.

3. Check one of the following: ***The DEED is***
(a)_____subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)_____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(c)___X__ EXEMPT from the deed recording fee because (exemption #1)
(Explanation If required) Less than $100 (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a)____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $
(b)____ The fee is computed on the fair market value of the realty which is $.
(c)____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $.

5. Check YES__ or NO___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is $.

6. The DEED Recording Fee is computed as follows:
(a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(c) Subtract line 6(b) from line 6(a) and place result here: _____

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Attorney for GRANTEE**.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this _____ day of
_____, 2026.

_____
Jordan S. Thayer, esq.

_____
Notary Public for the state of South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
) **TITLE TO REAL ESTATE**
) (NO TITLE SEARCH PERFORMED—TITLE NOT CERTIFIED)
COUNTY OF ANDERSON)

KNOW ALL MEN BY THESE PRESENTS THAT **ANDERSON COUNTY**, a political subdivision of the state of South Carolina, hereinafter called Grantor, in the State aforesaid, in consideration of the sum of five dollars and zero cents ($5.00) and other good and valuable consideration to Grantor in hand paid at and before the sealing of these presents by **HABITAT FOR HUMANITY OF ANDERSON, INC., A NONPROFIT CORPORATION REGISTERED IN THE STATE OF SOUTH CAROLINA,** hereinafter called Grantee (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents so grant, bargain, sell and release unto the said Grantee and Grantee's heirs, or successors, and assigns an interest in the following property:

> ALL those two certain lots of land situate in Varennes Township, Anderson County, South Carolina, and in School District No. Five, shown and designated at Lots Nos. Five (5) and Six (6) on plat made by A.E. Holman, Registered Engineer, from survey in September and October, 1944, which plat is recorded in The Office of the Clerk of Court for the County of Anderson, S.C., in Plat Book 17 at Page 220 and being bounded on the East by Lot designated as Lot No. 4 on said plat and on the West by lot designated as Lot 7 on said plat, on the North by road, and on the South by road.
>
> LESS AND EXCEPTING, ALL that certain piece, parcel or lot of land situate, lying and being in the County of Anderson, State of South Carolina and being show and designated as Lot Number Five (5) and a portion of Lot Number Six (6), containing one (1.00) acre, more or less, as shown on that certain plat prepared by Nu-South Surveying, Inc. dated April 10, 2008, recorded June 6, 2008 of record in the office of the Clerk of Court for Anderson County, South Carolina in Plat Book 1781 at Page 7-B. The metes, bounds, courses and distances as shown upon said plat area incorporated herein by reference thereto. Reference being invited to said plat for a fuller more accurate description of the above described property.

TMS Number: 124-09-01-067

PROPERTY ADDRESS: 704 Lewis Street, Anderson, South Carolina 29624

DERIVATION:
This being the same property conveyed unto Anderson County by deed from the Pelzer Heritage Commission dated December 2, 2022, and recorded December 10, 2022, in Deed Book 16513 at Page 116 in the Office of the Register of Deeds for Anderson County, South Carolina.

The above-described property is subject to any and all recorded and unrecorded rights-of-way, easements, restrictions, covenants, and conditions, and to any applicable land-use and zoning ordinances and regulations pertaining to said property, and is further subject to any of the foregoing as might appear from the plat and/or an inspection of the premises.

GRANTEE'S ADDRESS: 210 S Murray Ave, Anderson, SC 29624

TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said Grantee and Grantee's, Heirs, or Successors, and assigns forever.

AND Grantor does hereby bind Grantor and Grantor's Heirs, Successors, Executors and Administrators to warrant and defend all and singular the said premises unto the said Grantee and Grantee's Heirs, Successors and assigns against Grantor and Grantor's, Heirs, Successors, Executors, Administrators and Assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS Grantor's hand and seal this **_____ day of _____, 2026.**

_____ (Seal)
Rusty Burns as Anderson County Administrator

Signed, Sealed and Delivered in the Presence of:

_____ (Seal)
Witness #1

_____ (Seal)
Witness #2 / Notary Public

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

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

_____ (Seal)

NOTARY PUBLIC FOR _____

Printed Name: _____

My Commission Expires:_____

STATE OF SOUTH CAROLINA) AFFIDAVIT
COUNTY OF ANDERSON)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit, and I understand such information.

2. The property bearing TMS No. 124-09-01-067 is being transferred by Anderson County to Habitat for Humanity on _____, 2026.

3. Check one of the following: ***The DEED is***
(a)_____subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)_____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
(c)___X__ EXEMPT from the deed recording fee because (exemption #1)
(Explanation If required) Less than $100 (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a)____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $
(b)____ The fee is computed on the fair market value of the realty which is $.
(c)____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $.

5. Check YES__ or NO___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is $.

6. The DEED Recording Fee is computed as follows:
(a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(c) Subtract line 6(b) from line 6(a) and place result here: _____

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Attorney for GRANTEE**.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this _____ day of
_____, 2026.

_____
Jordan S. Thayer, esq.

_____
Notary Public for the state of South Carolina
My Commission Expires: _____

ORDINANCE NO. 2026-028

AN ORDINANCE TO AMEND ARTICLE 4 OF CHAPTER 48 OF THE ANDERSON COUNTY CODE OF ORDINANCES TO ADD DEFINITIONS RELATED TO SHORT TERM RENTALS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority under South Carolina Code Section 4-9-30(9) to regulate the use of land; and

WHEREAS, Anderson County Council desires to clarify its intention in regulating bed and breakfast establishments and short-term rentals; and

WHEREAS, Anderson County Council desires to add the following definitions to clarify that short-term rentals should be regulated as bed and breakfast establishments.

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

1. Article 4 of Chapter 48 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

> *Bed and breakfast establishments* include short term rentals, regardless of owner presence or the service of breakfast.
>
> *Short-term rental* means an accommodation for transient guests, rented for the purpose of overnight lodging to such guests for a period of less than 30 consecutive days. For the purposes of this definition, short-term rental shall include all housing types.

2. That the Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding the definitions found in section 1 above in alphabetical sequence with the other definitions found in Article 4.

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:

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: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word shall is mandatory, not directory.

Accessory use means a use of land or of a building or portion thereof customarily incidental to the principal use of the land or building and located on the same lot with such principal use. For the purpose of this chapter, accessory uses include swimming pools and game courts and shall meet the requirements of article 6.

Agriculture, farming means the science or art of cultivating the soil, producing crops, plants, trees or shrubs, and/or raising livestock which does not require a tax license by the State of South Carolina.

Apartment. Same as "Dwelling, multiple-family."

Automobile wash, automated, means any automobile cleaning facility that provides exterior washing and cleaning on a drive-through or rollover basis.

Automobile wash, full-service, means any automobile cleaning facility which provides exterior and interior washing and cleaning services for automobiles and other motor vehicles.

Automobile wash, self-service, means any automobile cleaning facility where equipment and/or facilities are provided for the self-service cleaning of automobiles and other motor vehicles.

Barn means a structure that may be used to house animals, farm equipment, feed, storage or other farm-related items.

Bed and breakfast establishments include short term rentals, regardless of owner presence or the service of breakfast.

Bed and breakfast inn, lodge, cottage means a home used for lodging. The home is secondary to the business. These types of facilities provide accommodations with breakfast in operator or owner occupied homes that are primarily used for inn activities. Inns are operated as a commercial enterprise. Bed and breakfast inns, lodges, and cottages may operate restaurants offering meals to the general public, as well as overnight guests. Accommodations for overnight stays are limited to five to 15 guest rooms.

Bed and breakfast homestay, host home, guest house means a private home offering lodging and breakfast to guests. Accommodations are limited to a maximum of four guestrooms. This type of establishment is primarily a private home offering lodging and breakfast to guests. The appearance and primary function of the home shall remain as a residence, not as a lodging establishment.

Building means any structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any person, process, equipment, or goods.

Building, accessory, means a structure attached to or detached from a principal building on the same lot and customarily incidental to the use of the principal building.

Building, principal, means a building in which is conducted the principal use of the lot.

Building permit means a certificate which has been endorsed by the zoning administrator that a proposal to use or occupy a tract of land or a building, or to erect, install, or alter a structure, building, or sign, fully meets the requirements of this chapter.

Building setback line means a line establishing the minimum allowable distance between the nearest portion of any building, excluding steps, gutters, and similar fixtures, and the property line when measured perpendicularly thereto.

Canopy means a rooflike, unenclosed (except when connected to a building) shelter having various means of support and generally used for protection from weather for pedestrians.

Cemetery means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, and including columbariums, mausoleums, and chapels when operated in conjunction with and within the boundaries of such cemetery.

Certificate of occupancy means a statement signed by the zoning administrator setting forth that the building, structure, or use complies with the zoning ordinance and that the same may be used for the purpose stated herein.

Child care center means any home, center, agency, or place where children not related to the operator are received for care.

Child care home means one in which care is given in a family home for one and not more than six children. Only those residing in the home may be involved in the day-to-day operation of the child care home.

Cluster housing means grouping of three or more structures around courts, culs-de-sac or short streets, more closely than in conventional single-family classifications, in order to preserve open space for common use.

Collection center for recyclable consumer items means a facility designed to receive household consumer items for recycling, such as metal food containers and cans, glass food containers, beverage bottles, discarded newspapers, magazines, card board and flat paper.

Columbarium means a building or structure designed with niches for the location of urns to hold the ashes of cremated persons. Columbaria shall be operated only within the boundaries of approved cemeteries and churches.

Communication antenna means a device used to transmit and/or receive radio or electromagnetic waves between terrestrially or orbitally based structures.

Communication tower means a tower of any size which supports communication (broadcast or receiving) equipment utilized by commercial, governmental, or other public and quasi-public users. This does not include communication equipment operated by a public service agency, private home use of satellite dishes and television antennas, or amateur radio operators as licensed by the Federal Communications Commission.

Community recreational area means a recreational area shown on an approved preliminary subdivision plat comprised of one or more of the following: swimming pools, picnic shelter, game courts, and neighborhood clubhouses. A community recreational area is intended to serve the residents of the subdivision in which it is located. It does not include for-profit, privately owned and operated facilities.

Continuing care retirement center means one or more structures maintained for the purpose of providing housing to two or more individuals, except rooms or units occupied by resident personnel staff, which may be in conjunction with medical and skilled nursing care and personal services such as shared food preparation, dining areas, recreation, social, and other personal services for the exclusive use of the residents.

[Definitions for terms D through R omitted to reduce length.]

Screening means the method by which a view of one site from another adjacent site is shielded, concealed, or hidden. Screening techniques include fences, walls, hedges, or other features.

Service station means an establishment used for the servicing of automobiles, including the sale of gasoline, oil, grease, minor accessories, and washing and polishing, but excluding the sale of automobiles, body repairing, major motor repairing, and painting.

Setback line means that line which is parallel to and a given distance from the front lot line of a lot or parcel of land at such distance as is required in this chapter.

Sexually oriented business means any business as defined and regulated under Anderson County Code section 42-400 [now section 10-63].

Short-term rental means an accommodation for transient guests, rented for the purpose of overnight lodging to such guests for a period of less than 30 consecutive days. For the purposes of this definition, short-term rental shall include all housing types.

Sign means any form of publicity which is visible from any public way directing attention to an individual, business, commodity, service, activity, or product by means of words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, devices, designs, trade names or trademarks, or other pictorial matter designed to convey such information and displayed by means of paint, bills, posters, panels, or other devices created on an open framework or attached or otherwise applied to stakes, posts, poles, trees, buildings, or other structures or supports.

Sign, accessory, means an advertising device used to disseminate information concerning a person, place, or thing pertaining to the use of the land upon which it is located.

Sign, advertising, means a sign which directs attention to a business, commodity, service, or entertainment not necessarily conducted, sold, or offered upon the premises where the sign is located.

Sign, business, means a sign which directs attention to a business, service, activity, or product sold, conducted, or offered upon the premises where such sign is located.

Sign, identification, means a sign on the premises bearing the name of a subdivision, farm, or group housing project; or of a school, college, park, church, or other public or quasipublic facility, but bearing information pertaining only to the premises on which such sign is located.

Sign, occupancy, means a sign on the premises bearing the name or address of the piece of property, the name of the owner or resident, or any permitted home occupation, but bearing information pertaining only to the premises on which the sign is located.

Sign, temporary, means an advertising device for the purpose of disseminating information about special events or occurrences, about property for sale or rent, and warning or informational signs on construction-sites; such signs as may be required in the public interest.

Street means a dedicated public right-of-way which affords the principal means of access to abutting property and which has been accepted for maintenance by Anderson County or the state highway department. For the purposes of these regulations, the term "street" or "streets" shall also mean avenues, boulevards, roads, lanes, and other public ways.

Arterial street means a federal or state highway designed primarily for the movement of large volumes of traffic from one area to another.

Collector street means a public way designed primarily to connect residential service streets with arterial streets, or to provide a direct connection between two arterial streets, and may be expected to carry a significant volume of traffic having neither origin nor destination on the street.

Residential service street means a public or private way used primarily for providing direct access to abutting property.

Structure means anything constructed or erected which requires permanent location above grade. For purposes of this chapter, "structure" does not include landscape features such as ornamental pools, planting boxes, sculptures, bird baths, open terraces, walkways, driveways, walls or fences, shelters for pets, playhouses, open stairs, recreational equipment, flagpoles, light standards, game courts, swimming pools, underground fallout shelters, air conditioning compressors, pump houses or wells, mailboxes, outdoor fireplaces, gatehouses, burial vaults, or bus shelters.

Tattoo facility means any such business as defined and regulated under Anderson County Code section 38-183 [now section 24-149].

Tavern means any establishment, whether public or operated as a private club, including cocktail lounges, etc., serving a predominantly adult clientele, and whose primary business is the sale of alcoholic beverages, including beer and wine, for consumption on the premises, and where the purchase of food is at the option of the customers and not required by the operator. The state alcoholic beverage commission must license the sale of alcoholic beverages, beer, and wine.

Townhouse means a row of two or more single-family attached dwelling units each with its own outside entrance, which are joined together by a common party wall. For the purpose of this chapter, a townhouse shall be treated as a single-family attached dwelling.

Travel trailer means any vehicle mounted on wheels and designed and intended to serve primarily as short-term shelter.

Uses permitted by special exception means uses allowable where facts and conditions detailed in this chapter as those upon which a use may be permitted are found to exist.

Utility, public, means any agency which, under public franchise or ownership, provides the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection, or other service.

Variance means a relaxation of the dimensional terms of the zoning ordinance where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of the chapter would result in unnecessary and undue hardship; and does not involve a change in the use of property.

Veterinary clinic means a facility for diagnosis, treatment, and care of large and small animals. Animals may be boarded in this facility. All activities related to this facility shall be enclosed in a self-contained, freestanding building wholly occupied by the activities related to the veterinary clinic.

Veterinary clinic, mobile, means a veterinary clinic operating in a travel trailer or other such temporary structure that temporarily locates in an area to provide veterinary services. [A] temporary sign notifying of clinic date and time of service may be posted not more than one week prior to date of service. Duration of service time shall not exceed eight hours in one day.

Veterinary hospital means a facility for diagnosis, treatment, and care of large and small animals. The facility shall be a freestanding building wholly occupied by the activities related to the veterinary hospital. Animals may be boarded in this facility. Activities are not restricted to the interior of the building.

Veterinary office means a facility for diagnosis, treatment, and care of small domestic animals. Sick or injured animals may be boarded on a short-term basis. No commercial boarding is allowed in the veterinary office facility. All activities related to this facility shall be enclosed in a self-contained, freestanding building wholly occupied by activities related to the veterinary office.

Yard, required, means the open space between a lot line and the buildable area within which no structure may be located except as otherwise provided in this chapter. All yards referred to in this chapter are minimum required yards.

Yard, front, means an area extending across the full width of the lot and lying between the front lot line and the setback line as required in the applicable district.

Yard, rear, means an area extending across the full width of the lot and lying between the rear lot line parallel thereto at a distance therefrom as required in the applicable district.

Yard, side, means an area extending along the length of the lot between the required front yard and the required rear yard and between the side lot line and a line parallel thereto and a distance therefrom as required in the various districts.

Zoning advisory groups means at the time of initial zoning of a voting precinct, the council member(s) whose district(s) include that precinct may recommend appointment of a zoning advisory group to offer advice on zoning-related matters in that precinct. The group shall be composed of three residents from the zoned precinct, and shall operate for a period of no more than two years from the time of the zoning of the precinct. The planning and community development department shall provide the zoning advisory group with necessary information concerning rezoning, variance, and special exception requests in that precinct. The group shall communicate its recommendations on these matters to the planning and community development department in a timely fashion. The planning and community development department shall make these recommendations known to the planning commission, board of zoning appeals, and the county council.

ORDINANCE NO. 2026-030

AN ORDINANCE TO AMEND SECTION 36-32 OF THE ANDERSON COUNTY CODE OF ORDINANCES TO ALLOW THE HUMAN RESOURCES DEPARTMENT TO REVIEW EMPLOYEE DRIVING RECORDS AND TO ESTABLISH A VEHICLE ACCIDENT REVIEW BOARD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has the authority under South Carolina Code Section 4-9-30 to develop personnel system policies and procedures for county employees, which policies and procedures are codified in Chapter 36 of the Anderson County, South Carolina, Code of Ordinances; and

WHEREAS, the Anderson County Council has the authority to amend its personnel system policies and procedures from time to time; and

WHEREAS, Anderson County Council desires to amend its personnel system policies and procedures to allow the Human Resourced Department to review employee and prospective employee driving records; and

WHEREAS, Anderson County Council desires to amend its personnel system policies and procedures to establish a vehicle accident review board for each department to review vehicle accidents and to make recommendations from such board.

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

1. Section 36-32 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

See attachment A.

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

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

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

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

ATTEST:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

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: _____

Attachment A

Anderson County Code Section 36-32 proposed amendments by adding sections (c) and (d) as provided below:

(c) *Driving History and Records.*

(1) Any person applying to be an employee for Anderson County must include at least a 3-year driving record prior to employment. Driving records should be submitted with the employment application.

(2) Any person applying for employment or any employee may have their driving record examined. All employees who drive county owned vehicles may have their driving record retrieved and examined at any point during their employment.

(3) The Human Resources Department is hereby instructed to review driving records of all applicants and any current employees. The Human Resources Department may decline employment if the department determines that an applicant is not a safe driver and driving is a necessary part of the posted job. The Human Resources Department may require corrective or disciplinary action if a current employee shows a lack of attention when driving their own vehicle or a county owned vehicle.

(4) The Human Resources Department is instructed to create a Uniform Point System Policy. The Uniform Point System Policy shall identify all states which county employees have a driver's license from. The Policy shall determine at what threshold an employee's driving record causes an employee to lose their privilege of driving a county owned vehicle. If the Human Resources Department finds an employee's driving history should cause an employee to lose their privilege of driving a county owned vehicle, that finding should be forwarded to the County Administrator to take any appropriate action in the Administrator's discretion, which may include the termination of the employee if driving a county owned vehicle is a necessary part of their employment.

(d) *Vehicle Action Review Board.*

(1) Any employee involved in an accident involving a county owned vehicle or county owned equipment may be subject to appear before a Vehicle Accident Review Board.

(2) The Human Resources Department shall create rules that all county departments are subject to follow and implement regarding such Vehicle Accident Review Boards. If determined to be necessary by the Human Resources Department, such rules may be different for the Anderson County Sheriff's Department.

(3) In the rules created by the Human Resources Department, the Vehicle Accident Review Board should be tasked with determining the preventability of an accident, and any corrective action that must be taken after an accident.

(4) In the rules created by the Human Resources Department, an employee may be subject to take corrective action at the direction of the Vehicle Accident Review Board, including the attendance of safe driving courses, before the employee can operate a county owned vehicle or county owned equipment.

(5) If the Vehicle Accident Review Board determines an employee should be terminated, then such determination must be forwarded to the County Administrator. The Vehicle Accident

Review Board cannot terminate an employee, but the County Administrator may terminate an employee based on the Board's determination.

ORDINANCE NO.: 2026-031

AN ORDINANCE TO APPROVE AN EASEMENT FOR DRIVEWAY ENTRANCES OFF BULLDOG ROAD ACROSS REAL PROPERTY OWNED BY ANDERSON COUNTY (TMS NO.: 011-03-04-003) ONTO REAL PROPERTY OWNED BY DIANE C. MCCURLEY (011-03-04-001); AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County owns property with TMS No. 011-03-04-003 along Bulldog Road, a county road identified as C-20-53A;

WHEREAS, Diane C. McCurley owns property with TMS No. 011-03-04-001 adjacent to the Anderson County parcel;

WHEREAS, a portion of the circular driveway to the McCurley property encroaches upon the Anderson County property in two places on the eastern end of the County property;

WHEREAS, McCurley has requested an easement across the County property for the existing driveway;

WHEREAS, the shape of the Anderson County parcel limits beneficial use of the parcel in the area of the easement; and

WHEREAS, the Anderson County Council desires to grant an easement to McCurley.

NOW, THEREFORE, be it ordained in meeting duly assembled that:

1. Anderson County hereby grants an access easement to Diane C. McCurley as shown on Exhibit A (Easement Plat dated May 29, 2026).

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:

_____
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: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

EXHIBIT A

**** NO TITLE EXAMINATION OR OPINION REQUESTED OR PERFORMED BY PREPARER OF EASEMENT ****

STATE OF SOUTH CAROLINA)
) EASEMENT AND RIGHT OF WAY AGREEMENT
COUNTY OF ANDERSON)

This EASEMENT AND RIGHT OF WAY AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2026 between ANDERSON COUNTY (hereinafter "County") and DIANE C. McCURLEY (hereinafter "McCurley"), collectively referred to as "Parties."

WHEREAS, County is the owner and holder of fee simple title to certain real property bearing Anderson County Tax Map Number 011-03-04-003, as is more fully described in "Exhibit A", attached hereto and incorporated herein. Said real property shall be hereinafter referred to as "County Property"; and

WHEREAS, McCurley is the owner and holder of fee simple title to certain real property bearing Anderson County Tax Map Number 011-03-04-001, as is more fully described in "Exhibit B", attached hereto and incorporated herein. Said real property shall be hereinafter referred to as "McCurley Property"; and

WHEREAS, a portion of the circular driveway to the McCurley Property, hereinafter referred to as "Driveway Easement", and an additional driveway allowing access to the rear of the McCurley Property, hereinafter referred to as "Access Easement", as more fully shown on that certain Easement Plat created by Nu-South Surveying, dated May 29, 2026, and attached hereto and incorporated herein as "Exhibit C" (hereinafter "Survey"), encroaches upon the County property; and

WHEREAS, McCurley has requested an easement and right of way across the County property for the said Driveway Easement and Access Easement; and

WHEREAS, the County desires to grant an easement and right of way to McCurley her heirs, successors, and/or assigns over its property for the Driveway Easement and Access Easement.

NOW THEREFORE, in consideration of the sum of Five Dollars ($5.00) and No/100, cash in hand paid and the mutual covenants conveyed herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties hereto agree and declare as follows:

1. Grant of a Permanent Access Easement: County grants unto McCurley, her heirs, successors, guests, invitees and assigns a perpetual non-exclusive appurtenant easement and right-of-way for the purposes of ingress, egress and regress over and upon the Driveway Easement and

Access Easement for pedestrian and vehicular. Parties agree that these rights shall be appurtenant to Parties respective properties and shall bind their heirs, successors and assigns to the terms of this Agreement and shall run with the land.

2. Maintenance of Easements: McCurley acknowledges that she and her heirs, successors, and assigns shall be responsible for any and all maintenance and repairs of the Driveway Easement and Access Easement. All maintenance and repairs of said Easements shall be performed in a workmanlike, diligent, and efficient manner.

3. Indemnity: McCurley and her heirs, guests, invitees, successors, and assigns agree to indemnify and hold harmless the County for any damages suffered or injuries sustained by McCurley, her, guests, invitees, successors, and assigns as a result of the use of the portion of the County's Property that the Driveway Easement and Access Easement are located upon. Any use of the County's Property by McCurley, her, guests, invitees, successors, and assigns shall be at its own risk.

4. Nonforfeiture of Reversion: Any obligations contained herein with regard to the Easements and Rights of Way granted hereby shall be construed as a covenant and not as conditions and any violation of any said covenant shall not result in a forfeiture or reversion of any easement granted herein.

5. Private Use: Nothing contained in this Agreement shall ever be deemed to create a gift or dedication of all or any portion of the easement and right-of-way area to the general public or for any public purpose whatsoever. It is the intention of the Parties that the rights granted herein are for the exclusive benefit of the Parties' Properties and, for the benefit of their respective heirs, successors and assigns. Nothing contained herein, express or implied, shall confer upon any person or entity other than the undersigned parties and their respective heirs, successors and assigns any right or remedies under or by reason of this Agreement.

6. Amendment: This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and may not be abrogated, modified, rescinded, or amended in whole or in part without the express written consent of Parties their respective heirs, successors or assigns. This Agreement and all amendments hereto shall be recorded in the public records of Anderson County, South Carolina.

7. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts together shall be deemed to constitute one original document.

8. Governing Law: This Agreement shall be governed by and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles. In the event any party brings suit to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of costs and attorney's fees.

9. Miscellaneous:

a. Whenever required by the context of this Agreement, the singular shall include the plural and the vise versa, and the masculine shall include the feminine and neutral.

b. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provisions to persons or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c. The captions preceding the text of each paragraph are included only for convenience of reference and should be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference.

d. The fact that one party hereto was the drafter of this Agreement shall not be taken into consideration as a factor in interpretation or enforcement of the terms of this Agreement. In the event an ambiguity is found herein, said ambiguity will not be construed more strictly against the drafter of this document.

e. If either party retains an attorney to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals.

ALL PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT THIS SHALL FOREVER BIND THEM, THEIR HEIRS, SUCCESSORS AND ASSIGNS. FURTHERMORE THE EXECUTION OF THIS AGREEMENT SHALL FOREVER BAR CLAIMS OF ADVERSE POSSESSION. ALL PARTIES FURTHER ACKNOWLEDGE THEY HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL PRIOR TO EXECUTING THE SAME AND FREELY DO SO.

THIS AGREEMENT AND THESE COVENANTS are hereby made binding upon the parties, their heirs and assigns, forever.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the undersigned has caused this Easement and Right of Way Agreement to be executed and delivered under seal effective as of the day and year first above written.

Witnesses:

Anderson County, a body politic of the State of South Carolina

_____
Witness #1 signs here
Print Name: _____

By: _____(SEAL)
Name: _____
Its: _____

_____
Witness #2 signs here
Print Name: _____

STATE OF _____)
) ACKNOWLEDGEMENT
COUNTY OF _____)

I, the undersigned notary public for the State of South Carolina, do hereby certify that _____, the authorized _____ for the County of Anderson, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. The person providing the acknowledgement is either known to me or has provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument.

Witness my hand and official seal this the ___ day of _____, 2026.

_____ (Seal)
Notary Public for the State of _____
Print Notary Name: _____
My Commission expires:_____

[Affix official notarial seal or stamp]

IN WITNESS WHEREOF, the undersigned has caused this Easement and Right of Way Agreement to be executed and delivered under seal effective as of the day and year first above written.

Witnesses: Diane C. McCurley

_____ _____(SEAL)

Witness #1 signs here
Print Name: _____

_____
Witness #2 signs here
Print Name: _____

STATE OF _____)
) ACKNOWLEDGEMENT
COUNTY OF _____)

I, the undersigned Notary Public for _____, do hereby certify that Diane C. McCurley personally appeared before me this day and acknowledged the due execution of the foregoing instrument. The person providing the acknowledgement is either known to me or has provided satisfactory.

Witness my hand and seal this _____ day of_____, 2026.

_____
Notary Public for South Carolina
My Commission Expires:_____

“EXHIBIT A”

COUNTY PROPERTY

All that certain track of land in Fork Township, School District Number Four, Anderson County, South Carolina, more particularly known as TMS #011-03-04-003 in the Tax Assessors Office of Anderson County, South Carolina.

This being a portion of the same property conveyed unto Margart R. Ellison by Probate Judgement Roll #26186 file in the Probate Judge’s Office of Anderson County, South Carolina and subsequently conveyed to Anderson County by deed recorded in Book 843 at Page 246 filed in the Office of the Register of Deeds for Anderson County, South Carolina.

This being a portion of the same property as shown on plats recorded in Plat Book 47 at Page 284 and Plat Book 52 at Page 265, filed in the Office of the Register of Deeds for Anderson County, South Carolina.

TMS#011-03-04-003

“EXHIBIT B”

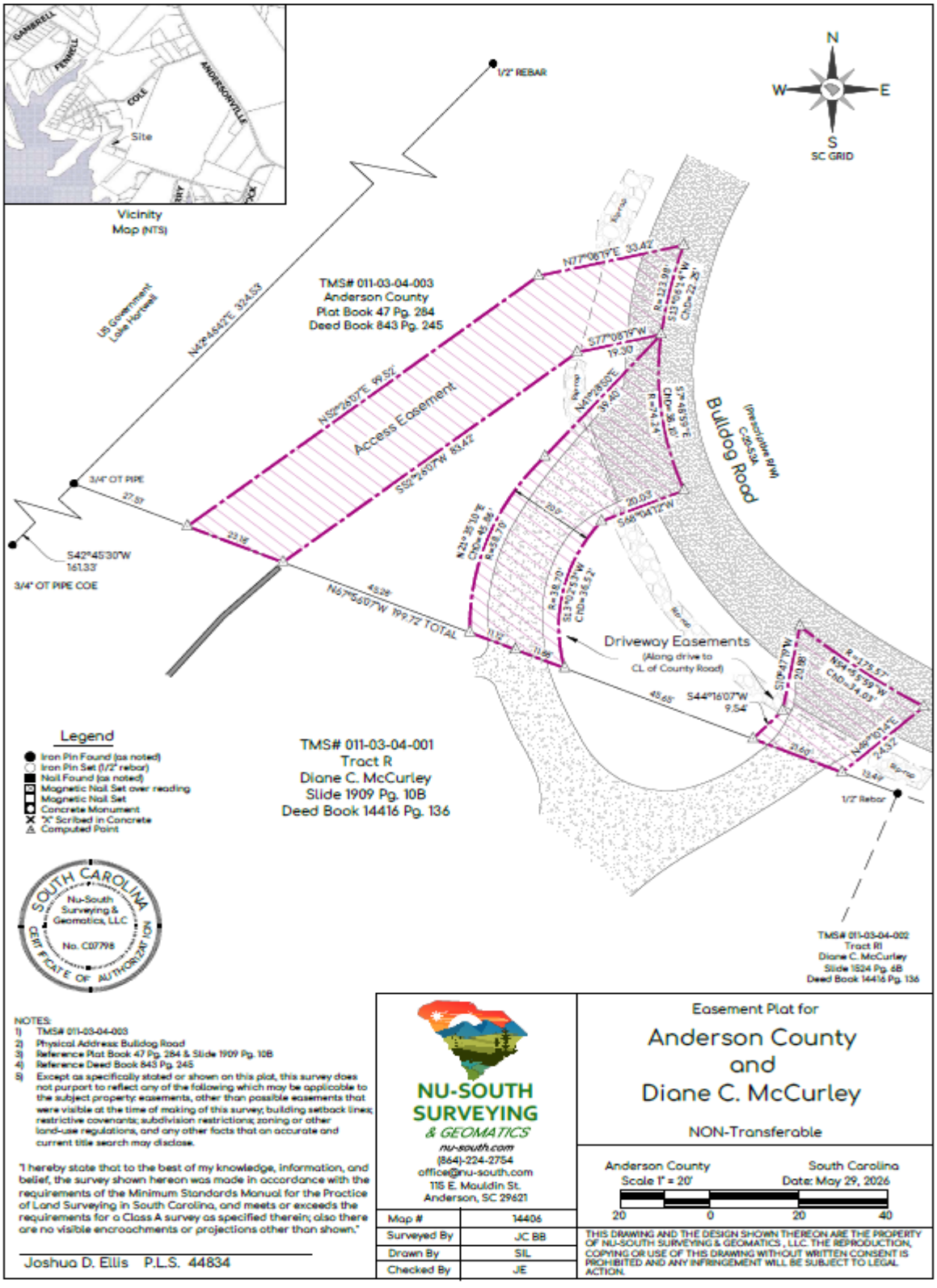
McCURLEY PROPERTY

All of that certain piece, parcel or track of land situated, lying and being in the State of South Carolina, County of Anderson, being shown and designated at Tract R, containing 0.787 acres, more or less, as shown on a plat prepared by F&S Surveyors Engineers & Planners, dated April 18, 2011, and recorded in the Office of the Register of Deeds for Andrson County, South Carolina in Plat Slide 1909, Page 10-B, and having the metes and bounds, courses and distances as upon said Plat appear.

TMS #011-03-04-001

“EXHIBIT C”

SURVEY



NOTES:
1) TMS# 011-03-04-003
2) Physical Address: Bulldog Road
3) Reference Plat Book 47 Pg. 284 & Slide 1909 Pg. 10B
4) Reference Deed Book 843 Pg. 245
5) Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, and any other facts that an accurate and current title search may disclose.

"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

Joshua D. Ellis P.L.S. 44834

NU-SOUTH SURVEYING & GEOMATICS
nu-south.com
(864)-224-2754
office@nu-south.com
115 E. Mauldin St.
Anderson, SC 29621

Map #	14406
Surveyed By	JC BB
Drawn By	SIL
Checked By	JE

Easement Plat for

Anderson County
and
Diane C. McCurley

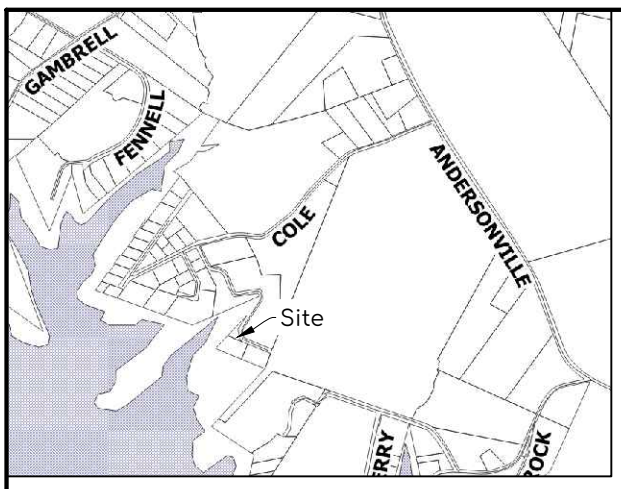
NON-Transferable

Anderson County Scale 1" = 20' South Carolina Date: May 29, 2026

20 0 20 40

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EXHIBIT B



Vicinity Map (NTS)

N

W E

S

SC GRID

1/2" REBAR

US Government
Lake Hartwell

N42°46'42"E 324.53'

TMS# 011-03-04-003
Anderson County
Plat Book 47 Pg. 284
Deed Book 843 Pg. 245

Rip-rap

N77°08'19"E 33.42'

R=123.98'
S13°06'14"W
ChD=22.25'

S77°08'19"W
19.30'

N52°26'07"E 99.52'

Access Easement

S52°26'07"W 83.42'

N41°28'50"E
39.40'

S7°48'59"E
ChD=38.10'
R=74.24'

Bulldog Road
(Prescriptive R/W)
C-20-53A

3/4" OT PIPE

27.51'

20.03'

S68°04'12"W

20.0'

23.18'

N21°35'10"E
ChD=45.86'
R=58.70'

S42°45'30"W
161.33'

3/4" OT PIPE COE

45.28'

N67°56'07"W 199.72' TOTAL

R=38.70'
S13°02'53"W
ChD=36.52'

11.12'

11.88'

Driveway Easements
(Along drive to
CL of County Road)

S10°47'19"W
20.88'

R=175.57'
N54°55'59"W
ChD=34.03'

45.65'

S44°16'07"W
9.54'

N49°10'14"E
24.32'

21.60'

13.49'

1/2" Rebar

Legend

- Iron Pin Found (as noted)
- Iron Pin Set (1/2" rebar)
- Nail Found (as noted)
- Magnetic Nail Set over reading
- Magnetic Nail Set
- Concrete Monument
- "X" Scribed in Concrete
- Computed Point

TMS# 011-03-04-001
Tract R
Diane C. McCurley
Slide 1909 Pg. 10B
Deed Book 14416 Pg. 136

TMS# 011-03-04-002
Tract R1
Diane C. McCurley
Slide 1524 Pg. 6B
Deed Book 14416 Pg. 136

SOUTH CAROLINA
Nu-South Surveying & Geomatics, LLC
No. C07798
CERTIFICATE OF AUTHORIZATION

NOTES:
1) TMS# 011-03-04-003
2) Physical Address: Bulldog Road
3) Reference Plat Book 47 Pg. 284 & Slide 1909 Pg. 10B
4) Reference Deed Book 843 Pg. 245
5) Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject property: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, and any other facts that an accurate and current title search may disclose.

"I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown."

Joshua D. Ellis P.L.S. 44834

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Anderson, SC 29621

Map #	14406
Surveyed By	JC BB
Drawn By	SIL
Checked By	JE

Easement Plat for

Anderson County and Diane C. McCurley

NON-Transferable

Anderson County
Scale 1" = 20'

South Carolina
Date: May 29, 2026

20 0 20 40

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ORDINANCE NO. 2026-032

AN ORDINANCE TO AMEND CHAPTER 24 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD A NEW DIVISION 8 TITLED CONSERVATION SUBDIVISION STANDARDS TO ARTICLE III OF CHAPTER 24; TO FURTHER AMEND CHAPTER 24 TO REMOVE REFERENCES TO CONSERVATION SUBDIVISIONS IN OTHER SECTIONS OF CHAPTER 24; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council enacted Ordinance No.: 2025-035 on September 7, 2025, containing conservation development standard located in various sections of Chapter 38 (now Chapter 24) of the Code of Ordinances, Anderson County South Carolina;

WHEREAS, Anderson County a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Anderson County Council, previously adopted Chapter 24 of the Code of Ordinances, Anderson County, South Carolina and, from time to time, has amended certain provisions of Chapter 24 of the Code;

WHEREAS, Anderson County Council desires to further amend Chapter 24 of the Code to develop consolidated conservation subdivision standards with enhanced open spaces protections to be located in a separate division of Title III of Chapter 24;

WHEREAS, conservation subdivision provide for preservation of open space in exchange for more compact development within prescribed standards; and

WHEREAS, conservation subdivision provide an alternative for development of parcels of property into residential areas within the County.

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

1. Chapter 24 of the Code of Ordinances, Anderson County, South Carolina is hereby amended as follows:

a. Section 24-336 (Preliminary Plat) is hereby amended to delete items (17) and (18).

b. Section 24-367 (Final approval required is hereby amended to delete items (a)(1) related to conservation subdivisions and item (c) related to conservation subdivisions. The remaining items (d), (e), (f), and (g) shall be renumbered to items (c), (d), (e), and (f) respectively.

c. Section 24-401 (size, shape and orientation of lots) is hereby amended by deleting everything except the first sentence of section 24-401.

d. Section 24-403 (Access) is hereby amended by deleting item (c). The remaining items (c) and (d) shall be renumbered to items (b) and (c) respectively.

e. Section 24-406 (Waterways) is hereby amended by deleting the last sentence related to conservation subdivisions.

f. Section 24-408 (Intensity Standards) is hereby amended by deleting item (6).

g. Section 24-432 (Minimum dimensions; setbacks) is hereby amended by deleting the last sentence of sections a (1), a (2), a (3), a (5), and a (6) and deleting the entirety of a (7).

2. Chapter 24 of the Code of Ordinances, Anderson County, South Carolina is further amended by adding a new Division 8 to Article III of chapter 24 as provided in Exhibit A attached hereto, and renumbering the current Division 8 as Division 9.

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: _____

Exhibit A

Division 8. Conservation Subdivision Standards

24-500. Purpose

It is the purpose of this ordinance to provide flexibility in ensuring preservation of open space, agricultural and forestry lands, and natural features within a master-planned residential development. The goal of the design process is to identify and set aside conservation areas prior to the delineation of transportation and residential pod layouts. Specific objectives are as follows:
(a) To preserve open land, including those areas containing unique and sensitive features such as natural areas and wildlife habitats, streams, and floodplains in perpetuity.
(b) To preserve scenic views and elements of the county's rural character and to minimize perceived density by minimizing views of new development from existing roads.
(c) To minimize site disturbance and erosion through retention of existing vegetation and preserve streambanks
(d) To Prevent flooding, erosion, and water pollution;
(e)To encourage more efficient development of land;
(f) To provide for the active and passive recreational needs of the residents of the proposed subdivision.
(g) To afford greater flexibility of design and placement of buildings and structures
(h) To encourage the maintenance and enhancement of habitat for various forms of wildlife and to create new woodlands through natural succession and reforestation where appropriate.
(i) To preserve and maintain historic sites and structures.
(j) To create compact neighborhoods accessible to open space amenities and with a strong identity.

24.501. General Provisions.

(a) Sensitive Area Disturbance. The proposed design shall minimize disturbance of environmentally sensitive areas, as shown on the Preliminary Plat. Lands within the 100 year floodplain, designated as wetlands, having slopes in excess of 35%, and riparian buffers adjacent to streams constitute such environmentally sensitive areas. Demonstration by the applicant that these features shall be protected by the proposed application shall be prerequisite to consideration and approval of the Conservation Subdivision Preliminary Plat and subsequent Final Plat.

(b) Phased Development: Unless approved under a Preliminary Plat by the Planning Commission as outlined herein, each phase of a Conservation Subdivision must meet the density criteria established herein and may not exceed the maximum density allowed.

24-502 Standards.

(a) Dimensional Standards
   (1) Conservation Subdivisions must be 10 acres or larger.
   (2) There shall be a minimum lot area of 7,250 square feet for a single lot, when not in a zoned area of the county.
   (3) There shall be a minimum lot area of 7,250 square feet for twin home lots, each twin home lot must have minimum area of 3,625 square feet when not in a zoned area of the county.

(4) There shall be a minimum lot width of 50 feet at building line and minimum lot road frontage at the road right-of-way of 20 feet. For a twin-home lot, the minimum lot width is 25 feet for each dwelling unit of the twin home.
(5) There shall be a minimum building setback of 30' from internal road right of way
(6) There shall be a minimum side and rear setback of 8'.
(7) There shall be a minimum building rear setback of 30' for any lot that buffer the designated open space
(8) There shall be a minimum setback of all lots and/or buildings of 100 ft from external road right of ways and tract property lines.
(9) The above setbacks apply to both principal buildings as well as accessory buildings and structures.

(b) Standards to Determine Open space.

(1)The minimum open space shall comprise of 50% of the gross tract area. Undevelopable land such as required riparian buffers, utility right of ways, wetlands, stormwater management facilities not having a recreational feature, and other constrained lands shall not count towards the 50% open space requirement.

(2) Open space shall be preserved in larger, contiguous, and connected tracts so as to provide uninterrupted habitat. Long thin strips of less than 100 feet in width shall not count towards required open space. The open space should adjoin any neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space.

(3) Open Space can consist of the following:

a. The 100-year floodplain.

b. Slopes above 35% of at least 5000 square feet contiguous area

c. Populations of endangered or threatened species, or habitat for such species.

d. Important historic sites.

e. Existing healthy, native forests of at least one acre contiguous area

f. Individual existing healthy trees greater than 14 inches caliper measured at dbh.

g. Other significant natural features and scenic viewsheds such as ridge lines, peaks, and rock outcroppings, in particular those that can be seen from public roads.

h. Prime agricultural lands

i. Existing trails that connect the tract to neighboring areas

j. Archaeological sites, cemeteries, and burial grounds.

k. Perimeter buffers as outlined herein

(4) Permitted Uses of Open space. Uses of open space may include the following:

a. Conservation of natural, archeological, or historical resources;
b. Wildlife corridors, game preserves, or similar conservation-oriented areas;

c. Walking or bicycle trails;

d. Passive recreation areas, such as open fields;

e. Other conservation-oriented uses compatible with the purposes of this ordinance;

f. Community gardens

(5) Prohibited uses of Open space. Uses of open space may not include the following:
   a. Roads, parking lots, and impervious surfaces, except as specifically authorized in this article;
   b. Agricultural and forestry activities not conducted according to accepted Best Management Practices;
   c. Other activities as prohibited pursuant to a recorded legal instrument providing for permanent protection of the open space; and.
   d. Golf Courses.

(6) Septic systems, wells, and recreational use storm water management systems. Easements will allow designated open space to be used for community sewer system drip lines, wells, and recreational use storm water management structures designed to promote on-site infiltration and/or treatment of runoff. Such intrusions shall not be allowed to encroach into an exterior buffer as outlined herein. Communal septic tank systems are allowed in the conservation subdivision, provided they are professionally engineered on-site wastewater systems. Permission from or discussion with the South Carolina Department of Environmental Services must be provided to the Planning Commission with the preliminary plat application.

24-503. Ownership, preservation, and maintenance of open space.

(a) Open space land shall be preserved and maintained.

(b) The method for effectuating such preservation and maintenance shall be establishment of a home owners association (HOA), to own and maintain the land in common for the open space purposes intended according to the following provisions:

(1) The HOA will maintain, pay taxes (if applicable), and own the open space. The HOA may file for tax exempt status with the Anderson County Assessor's Office.

(2) The HOA will execute legally enforceable permanent deed restrictions. Larger contiguous open space may be eligible for permanent conservation easements.

(3) The HOA shall develop a long-term conservation plan for maintenance of common areas. This plan should include examples of environmentally friendly landscaping techniques for homeowners.

24-504. Legal Instrument for Permanent Protection.

The open space shall be protected in perpetuity by a binding legal instrument which shall be one of the following:

(1) A permanent conservation easement of either:

   a. A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for re-transfer in the event the organization becomes unable to carry out its functions; or
   b. A governmental entity with an interest in pursuing goals compatible with the purposes of this ordinance, subject to the approval of the Planning Commission.

(2) All legal instruments used to permanently protect conservation areas platted within the Conservation Subdivision shall be executed by the owner developer and approved prior to approval of the final plat for the development. Upon approval of the final plat and the legal instruments for permanent protection of the conservation areas, the developer will

record said documents with the Register of Deeds office. All fees associated with the recordation of plats and legal instruments will be furnished by the developer of the Conservation Subdivision or their agent.

(3) Permanent deed restrictions that prohibit the development of land or construction of structures within the designated open space.

24-505. Design Considerations.

(a) Preliminary Plat Submission

The preliminary plat must include the information listed in section 24-336 in addition to the below:

(1) Density table showing the total land area (acres), number of lots total, number of lots per acre, open space (acres and percent of total).

(2) 100 year floodplain limits, and approximate location of wetlands, if any;

(3) Topographic, physical and cultural features including fields, pastures, meadows, wooded areas, trees with a diameter of 15 inches or more, hedgerows and other significant vegetation, steep slopes (greater than 35%), rock outcrops, soil types, ponds, ditches, drains, dumps, storage tanks, streams within 200 feet of tract, existing ROW and easements, and cultural features such as all cemeteries, structures, foundations, walls, wells, trails, and abandoned roads;

(4) All streams (perennial and intermittent), rivers, lakes, wetlands and other hydrologic features

(5) All open space labeled by type, as described in this section

(6) Significant wildlife habitats, if known

(7) In the case of amenities or no individual lots, proposed location of buildings and major structures, parking areas and other improvements; and

(8) General description of proposed method of water supply, sewage disposal, and stormwater management

(b) Design Process

All Preliminary Plats for Conservation subdivisions shall include documentation of the layout of proposed open space lands, house sites, streets, and lot lines as described below.

(1) Delineation of open space lands. The minimum percentage and acreage of required open space lands shall be calculated by the applicant and submitted as part of the Preliminary Plat in accordance with this ordinance.

(2) Location of House Sites.

a. Potential house sites shall be tentatively located using the proposed open space lands as a base map.

b. Views of house lots from exterior road and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping

(3) Alignment of Streets and Trails and Road Design.

a. Upon designating the house sites, a street plan shall be designed to provide vehicular access to each house, complying with the standards for road design.

b. All roads within a conservation subdivision shall remain private and property of the HOA. Anderson County shall not maintain or accept roads within the conservation subdivision.

24-506. Buffer requirement.

Where property to be developed as a Conservation Subdivision abuts property not a part of the Conservation Subdivision, the Conservation Subdivision shall have a buffer along the exterior property boundary. The buffer shall be undisturbed except as specifically allowed herein, and of sufficient volume to provide a year round opaque screening. Where no vegetation exists within the required buffer area, or where existing vegetation does not provide a sufficient screen, and where planting of native vegetation will provide a screening meeting the requirements of this section, the buffer will be planted with such vegetation to meet the intent of this section.

1. Mandatory stormwater structures. Not withstanding other provisions to the contrary, and where the only practical place upon the tract of land being developed as a Conservation Subdivision to locate a stormwater facility serving to contain and control the stormwater generated from the Conservation Subdivision is within the required buffer, the Planning Commission may grant a variance to allow such a structure to be built within the required buffer. The area devoted to the installation of the stormwater structure may not be used to satisfy the open space requirement for the development.
2. Trails. Where trails are planned to be provided, such trails may be constructed within the buffer area. The path through the buffer area containing such trail may be no wider than 8 feet. All clearing associated with the construction of such path shall be contained within the 8 feet. If such trails are planned as a part of the development, the trails must be located within the first 25% of the buffer furthest from the exterior boundary line for the subdivision but in no event shall be within 30 ft. of said exterior boundary line.
3. Size of Buffer. The size of the exterior buffer is to be at least 100 feet in width at any given point
4. Buffer counts toward open space requirement. The area of land designated to the exterior boundary buffer may be used to satisfy the minimum required open space for the development. The buffer area shall not be included as a part of any platted residential lot within the subdivision. Such buffer shall be designated as part of the open space for the subdivision and be permanently protected in accordance with the requirements contained herein.

ORDINANCE NO. 2026-033

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY CURRENTLY KNOWN TO THE COUNTY AS PROJECT FLAT ROCK, 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 (the ***"Act"***) and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the ***"State"***) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of ad valorem taxes (***"FILOT"***) with respect to such investment ("Fee Payments"); (iii) under the Multi-County Park Act, to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the Multi-County Park Act, the County has created previously a multi-county park with Greenville County, South Carolina (the ***"Park"***); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

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

WHEREAS, a company currently known to the County as Project Flat Rock (the "***Company***") does intend to acquire, construct, and install land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its manufacturing facility in the County (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $28,188,720 in the County and the expected creation of approximately 63 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

receive the benefits of the Multi-County Park Act; and

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

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of both 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. 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 their entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement 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 Chairman of the County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement 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 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 following page.]

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

ANDERSON COUNTY, SOUTH CAROLINA

_____
Chairman of County Council

Attest:

_____
Clerk to County Council

_____
County Administrator

Approved as to Form:

_____
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 unanimous approval, by the County Council at its meetings of [●], 2026, [●], 2026 and [●], 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 to County Council,
Anderson County, South Carolina

Dated: _____, 2026

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT FLAT ROCK]

Dated as of [●], 2026

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.....5
Section 1.02 Project-Related Investments 9

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations. Warranties. and Agreements of the County 10
Section 2.02 Representations. Warranties. and Agreements of the Company.....10

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project 12
Section 3.02 Diligent Completion.....12
Section 3.03 Filings and Reports 12

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments.....14
Section 4.02 Special Source Credits 15
Section 4.03 Failure to Achieve Contract Minimum Investment Requirement.....16
Section 4.04 Removal of Equipment 17
Section 4.05 FILOT Payments on Replacement Property 17
Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement 18

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations 19
Section 5.02 Rights to Inspect 19
Section 5.03 Confidentiality 19
Section 5.04 Limitation of County's Liability.....20
Section 5.05 Mergers Reorganizations and Equity Transfers.....20
Section 5.06 Indemnification Covenants 20
Section 5.07 Qualification in State 21
Section 5.08 No Liability of County's Personnel 21

Section 5.09 Assignment, Leases or Transfers 21
Section 5.10 Administration Expenses 22
Section 5.11 Priority Lien Status 23
Section 5.12 Interest; Penalties 23
Section 5.13 Sponsor Affiliates 23

ARTICLE VI

DEFAULT

Section 6.01 Events of Default 24
Section 6.02 Remedies Upon Default 24
Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses 25
Section 6.04 No Waiver 25

ARTICLE VII

MISCELLANEOUS

Section 7.01 26
Section 7.02 Binding Effect 27
Section 7.03 Counterparts 27
Section 7.04 Governing Law 27
Section 7.05 Headings 27
Section 7.06 Amendments 27
Section 7.07 Further Assurance 27
Section 7.08 Invalidity: Change in Laws 27
Section 7.09 Termination by Company 28
Section 7.10 Entire Understanding 28
Section 7.11 Waiver 28
Section 7.12 Business Day 28

EXHIBIT A-DESCRIPTION OF LAND
EXHIBIT B- INVESTMENT CERTIFICATION
EXHIBIT C- INFRASTRUCTURE INVESTMENT CERTIFICATION

SUMMARY OF CONTENTS OF
FEE IN LIEU OFT AX AGREEMENT

As permitted under Section 12-44-55(8) 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 Name:**	**Project Flat Rock**
Projected Investment:	**$28,188,720**	**Projected Jobs:**	**63**
Location (street):		**Tax Man No.:**	
1. FILOT			
Contract Minimum Investment:	$7,047,180		
Investment Period:	Ends 5 years after the Commencement Date, subject to extension as permitted by the Act	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	319.07	Net Present Value (if yes, discount rate):	
Clawback information:	See Section 4.03		
2. MCIP			
Included in an MCIP:	Yes		
If yes. Name & Date:	Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties dated December 1, 2010		
3. SSRC			
Total Amount:	See Section 4.02		
No. of Years	20		
Yearly Increments:	80% years 1-5, 60% years 6-10 and 50% years 11-20		
Clawback information:	See Section 4.02(d)		
4. Other information			

FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the "***Fee Agreement***") is made and entered into as of [●] 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, a company currently known to the County as Project Flat Rock, a [●] organized and existing under the laws of the State of [●] (the "***Company***"), and [Sponsor Affiliate].

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 *ad valorem* 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 *ad valorem* 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 a manufacturing facility in the County.

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)(I) 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 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 [●], 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 *ad valorem* taxes and the provision of Special Source Revenue Credits to reimburse the Company and any Sponsor Affiliate 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. The parties hereto agree the Administration Expenses for the review and finalization of this Fee Agreement and related documents shall be $6,000.

"***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 [●], a [●], 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 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.

"***Contract Minimum Investment Requirement***" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $7,047,180 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

"***County Administrator***" shall mean the Anderson County Administrator, or the person holding any successor office of the County.

"***County Assessor***" shall mean the Anderson County Assessor, or the person holding any successor office of the County.

"***County Auditor***" shall mean the Anderson County Auditor, or the person holding any successor office of the County.

"***County Council***" shall mean Anderson County Council, the governing body of the County.

"***County Treasurer***" shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

"***Defaulting Entity***" shall have the meaning set forth for such term, in Section 6.02(a) hereof.

"***Deficiency Amount***" shall have the meaning set forth for such term, in Section 4.03(a) hereof.

"***Department***" shall mean the South Carolina Department of Revenue.

"***Diminution in Value***" in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a pan 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-300 Schedule S 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 *Ad Valorem* 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 the Contract Minimum Investment Period, as it may be extended either automatically pursuant to the terms of this Fee Agreement or at the sole discretion of the County by the passing of a resolution by the County Council in accordance with the FILOT Act.

"***Investment Target***" shall mean the result in an expected investment by the Company and any Sponsor Affiliate in the Project of at least $28,188,720

"***Jobs Creation Target***" shall mean the expected creation by the Company and any Sponsor Affiliate of at least 63 net new, full-time, jobs (with benefits) with respect thereto.

"***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 Joint County Industrial and Business Park (2010 Park) of Anderson and Greenville Counties dated as of December 1, 2010 as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company and any Sponsor Affiliate 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 MCCP Act, or any successor provision, with respect to the Project.

"***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 and any Sponsor Affiliate 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 and any Sponsor Affiliate 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.

"***State***" shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[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 or any Sponsor Affiliate 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 4.0l(a) hereof is 319.07 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)(l)(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 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 [●], 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 [plastics, resins, and other applied materials], and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 63 net new, full-time jobs (with benefits), all 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 Contract Minimum Investment Requirement within the Contract Minimum Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company or any Sponsor Affiliate may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company or any Sponsor Affiliate, in its discretion, deems useful or desirable. In such event, the Company or any Sponsor Affiliate, 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 *ad valorem* 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 I: 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 I to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 319.07 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 and any Sponsor Affiliate for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company and any Sponsor Affiliate shall be entitled to receive, and the County agrees to provide Special Source Credits to reimburse the Company and any Sponsor Affiliate in respect of its investment in Infrastructure pertaining to the Project. More specifically, the Company and any Sponsor Affiliate shall be entitled to claim a Special Source Credit equal to (i) 80% of the first five years of FILOT Payments, (ii) 60% of years 6 through 10 of FILOT Payments, and (iii) 50% of years 11 through 20 of FILOT Payments, with each Special Source Credit to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company and any Sponsor Affiliate under the Fee Agreement during the Investment Period) for twenty (20) consecutive years. Except as otherwise provided below, in the event either the Investment Target or the Jobs Creation Target has not been achieved by the end of the Contract Minimum Investment Period, the Special Source Credits shall be reduced to 40% for years 6 through 20 of FILOT Payments. However, if the Investment Target and the Jobs Creation Target have both been achieved by December 31 of the seventh year after the Commencement Date, the Special Source Credits shall return to 60% for years 8 through 10 of FILOT Payments and to 50% for years 11 through 20 of FILOT Payments. Neither the Company nor any Sponsor Affiliate shall be entitled to any recapture of credits during the 6th and 7th year of FILOT Payments while the reduction required by this Section 4.02 is in effect.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company or any Sponsor Affiliate 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 and any Sponsor Affiliate exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Contract Minimum Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company and any Sponsor Affiliate shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company and any Sponsor Affiliate, 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 Contract Minimum 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 *ad valorem* 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 *ad valorem* 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 and any Sponsor Affiliate 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 and any Sponsor Affiliate for such property tax year.

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

Section 4.03 Failure to Achieve Contract Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Contract Minimum 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 Contract Minimum 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 Contract Minimum 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 (120^{th}) day following the last day of the Contract Minimum 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 I following the immediately preceding December 3 I 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 I of Section 4.01(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Contract Minimum 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 and any Sponsor Affiliate 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 and any Sponsor Affiliate'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 and any Sponsor Affiliate 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 Fl LOT 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 Tenn, 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 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 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 Pany'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

ln 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. [●] is specifically approved as a Sponsor Affiliate by 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 l 2-44-l 30(B) of the FILOT Act.

[End of Article VI]

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance or 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

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:

[●]
Attn: [●]
[Address]

If to the Sponsor Affiliate:

[●]
Attn: [●]
[Address]

With a copy to:

Parker Poe Adams & Bernstein LLP
Attn: Madison Felder
110 East Court Street, Suite 200
Greenville, South Carolina 29601

If to the County:

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

With a copy to:

Anderson County Attorney
101 S. 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; Electronic Signatures

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. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any party to this Agreement.

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

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

[End of Article VII]

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

ATTEST:

_____
Rusty Burns
Anderson County Administrator

_____
Renee D. Watts
Clerk to County Council

FOR ANDERSON COUNTY:

_____
Tommy Dunn, Chairman
Anderson County Council

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

SPONSOR:

PROJECT FLAT ROCK

_____

By:_____

Its:_____

SPONSOR AFFILIATE

[●]

_____

By:_____

Its:_____

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

EXHIBIT A

LEGAL DESCRIPTION

Insert legal description here

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.

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.

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

_____
Name:_____
Its:_____

ORDINANCE NO. 2026-034

AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY [PROJECT FLAT ROCK.]

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 December 1, 2010, as amended, with Greenville County ("Agreement");

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

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

NOW, THEREFORE, be it ordained by Anderson County Council as follows:

Section 1. Exhibit B to the Agreement is and shall be amended and revised to include property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, at and after adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include the property and Exhibit B as so revised, without further action by either county.

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 in accordance with this subsection, as follows:

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

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

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

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

ATTEST:

_____ _____

Rusty Burns Tommy Dunn, Chairman

Anderson County Administrator
Anderson County Council

_____
Renee D. Watts
Clerk to Council

First Reading: [●], 2026
Second Reading: [●], 2026
Third Reading: [●], 2026
Public Hearing: [●], 2026

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

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

Property Description

[To be inserted]

SOUTH CAROLINA)
)
ANDERSON COUNTY)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of [●], 2026, [●], 2026, and [●], 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: _____, 2026

ORDINANCE NO. 2026-035

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 KNOWN TO THE COUNTY AT THIS TIME AS PROJECT HEALTH 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 _____, 2026 (the ***"Inducement Agreement"***) with Project Health, a _____ (the ***"Company"***) (which was known to the County at the time as ***"Project Health"***), 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 manufacture of _____ (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $31,090,473 in the County and the expected creation of 1 new, full-time job 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. 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 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 3. 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 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 _____, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

_____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By:_____
Rusty Burns, County Administrator
Anderson County, South Carolina

By:_____
Renee Wattts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

By:_____
Leon C. Harmon, County Attorney
Anderson County, South Carolina

First Reading: _____, 2026
Second Reading: _____, 2026
Third Reading: _____, 2026
Public Hearing: _____, 2026

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 _____, 2026, _____, 2026, and _____, 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.

_____
Renee Watts, Clerk to Council
Anderson County, South Carolina

Dated: _____, 2026

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT HEALTH

Dated as of _____, 2026

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS 3
SECTION 1.02 PROJECT-RELATED INVESTMENTS 6

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY 7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY 7

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT 8
SECTION 3.02 DILIGENT COMPLETION 8
SECTION 3.03 FILINGS AND REPORTS 8

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS 10
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS 11
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS 12
SECTION 4.04 REMOVAL OF EQUIPMENT 12
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY 13
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT 13

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS 14
SECTION 5.02 RIGHTS TO INSPECT 14
SECTION 5.03 CONFIDENTIALITY 14
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY 14
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS 15
SECTION 5.06 INDEMNIFICATION COVENANTS 15
SECTION 5.07 QUALIFICATION IN STATE 16
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL 16
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS 16
SECTION 5.10 ADMINISTRATION EXPENSES 17
SECTION 5.11 PRIORITY LIEN STATUS 17
SECTION 5.12 INTEREST; PENALTIES 17
SECTION 5.13 SPONSOR AFFILIATES 17

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT 19
SECTION 6.02 REMEDIES UPON DEFAULT 19
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES 20
SECTION 6.04 NO WAIVER 20

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES....21
SECTION 7.02 BINDING EFFECT....21
SECTION 7.03 COUNTERPARTS 22
SECTION 7.04 GOVERNING LAW....22
SECTION 7.05 HEADINGS....22
SECTION 7.06 AMENDMENTS....22
SECTION 7.07 FURTHER ASSURANCE 22
SECTION 7.08 INVALIDITY; CHANGE IN LAWS....22
SECTION 7.09 TERMINATION BY COMPANY....22
SECTION 7.10 ENTIRE UNDERSTANDING 23
SECTION 7.11 WAIVER 23
SECTION 7.12 BUSINESS DAY....23

EXHIBIT A – DESCRIPTION OF LAND
EXHIBIT B – INVESTMENT CERTIFICATION
EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

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:	[To Come]	**Project Name:**	Project Health
Projected Investment:	$31,090,473	**Projected Jobs:**	1
Location (street):	[To Come]	**Tax Map No.:**	[To Come]
1. FILOT			
Required Investment:	FILOT Act Minimum Investment Requirement		
Investment Period:	5 years	Ordinance No./Date:	[To Come]
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	0.33165	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03 If the FILOT Act Minimum Investment Requirement is not met during the Standard Investment Period, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to any Deficiency Amount for the period through and including the end of the Standard Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:[1]			
3. SSRC			
Total Amount:			
No. of Years	20 years		
Yearly Increments:	70% years 1-5; 65% years 6-10; 60% years 11-20		
Clawback information:	See Section 4.02 If the FILOT Act Minimum Investment Requirement is not met during the Standard Investment Period, 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.		
4. Other information			

[1] County to provide MCIP information.

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 _____, 2026 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 HEALTH**, a _____ organized and existing under the laws of the State of _____ (the **"*Company*"**).

RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company's facilities in the County for the manufacture of [_____] 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 _____, 2026, 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:

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 Health, a _____ _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

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

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

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

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

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

"County Council" shall mean Anderson County Council, the governing body of the County.

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

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

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

"Department" shall mean the South Carolina Department of Revenue.

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

"Economic Development Property" shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-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" 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 [name of agreement[2]] dated as of _____, ____, as amended, between the County and _____ County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

"Project" shall mean 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

[2] County to provide

one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

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

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

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

"State" shall mean the State of South Carolina.

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

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

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

Section 1.02 Project-Related Investments

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

[End of Article I]

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 0.33165 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 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 _____, 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 _____, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 1 new, full-time job (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-300T form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of 0.33165 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 percent (70%) for years 1-5; sixty-five percent (65%) for years 6-10; and sixty percent (60%) 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 Fee 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 (120^{th}) 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 Fee Agreement (and not replaced with qualifying replacement property), the

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

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

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

(b) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate. In such event, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to any Deficiency Amount for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest at the statutory rate for the late payment of ad valorem taxes and shall be payable to the County on or before the second (2nd) January 15 following the last day of the Standard Investment Period.

(c) 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]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with

respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, 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]

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement or 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]

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 Health
Attn: _____
_____
_____

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis, III (fdavis@hsblawfirm.com)
One North Main Street
2nd Floor
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: Rusty Burns, County Administrator
101 S. Main Street
Anderson, South Carolina 29624

With a copy to:

Anderson County Attorney
Attn: Leon C. Harmon, Esq.
101 S. 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 Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman 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

By:_____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By:_____
Renee Watts, Clerk to Council
Anderson County, South Carolina

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

PROJECT HEALTH

_____

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 _____, 2026 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, 2026 was $_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 2026 (that is, the beginning date of the Investment Period) and ending December 31, 2026, 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 _____, 2026.

_____
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 _____, 2026 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, 2026, 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 _____, 2026.

_____

Name:_____

Its:_____

ORDINANCE NO. 2026-036

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 NEXT 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 [Project Next], a _____ (the ***"Company"***) (which was known to the County at the time as ***"Project Next"***), 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 manufacture of [] devices (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an investment of at least $150,000,000 in the County and the expected creation of at least 400 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. 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 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 3. 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 4. Revenues generated for the multi-county industrial park established by the MCIP Agreement (as defined in the Fee Agreement) from the Project through FILOT payments to be retained by the County ("Net Park Fees") shall be distributed within the County in accordance with this subsection, as follows:

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

(2) 35% of Net Park Fees, and any surplus money under County 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.

Capitalized terms not defined in this Section 4 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

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__.

ENACTED in meeting duly assembled this __ day of _____, 202__.

ANDERSON COUNTY, SOUTH CAROLINA

_____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By:_____
Rusty Burns, County Administrator
Anderson County, South Carolina

By:_____
Renee Watts, Clerk to Council
Anderson County, South Carolina

Approved as to form:

By:_____
Leon C. Harmon, County Attorney
Anderson County, South Carolina

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 _____, 202__, _____, 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 Watts, Clerk to Council
Anderson County, South Carolina

Dated: _____, 20__

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Among

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT NEXT]

and

[LANDOWNER]

Dated as of _____, 2026

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS 3
SECTION 1.02 PROJECT-RELATED INVESTMENTS 6

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY 8
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY 8

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT 10
SECTION 3.02 DILIGENT COMPLETION 10
SECTION 3.03 FILINGS AND REPORTS 10

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS ..... **ERROR! BOOKMARK NOT DEFINED.**
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS 13
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS 14
SECTION 4.04 REMOVAL OF EQUIPMENT 15
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY 15
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT 16

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS 17
SECTION 5.02 RIGHTS TO INSPECT 17
SECTION 5.03 CONFIDENTIALITY 17
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY 17
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS 18
SECTION 5.06 INDEMNIFICATION COVENANTS 18
SECTION 5.07 QUALIFICATION IN STATE 19
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL 19
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS 19
SECTION 5.10 ADMINISTRATION EXPENSES 20
SECTION 5.11 PRIORITY LIEN STATUS 20
SECTION 5.12 INTEREST; PENALTIES 20
SECTION 5.13 SPONSOR AFFILIATES 20

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT 22
SECTION 6.02 REMEDIES UPON DEFAULT 22
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES 23
SECTION 6.04 NO WAIVER 23

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES....24
SECTION 7.02 BINDING EFFECT....24
SECTION 7.03 COUNTERPARTS 25
SECTION 7.04 GOVERNING LAW....25
SECTION 7.05 HEADINGS....25
SECTION 7.06 AMENDMENTS....25
SECTION 7.07 FURTHER ASSURANCE 25
SECTION 7.08 INVALIDITY; CHANGE IN LAWS....25
SECTION 7.09 TERMINATION BY COMPANY....25
SECTION 7.10 ENTIRE UNDERSTANDING 26
SECTION 7.11 WAIVER 26
SECTION 7.12 BUSINESS DAY....26
SECTION 7.13 FACSIMILE/SCANNED SIGNATURES....25

EXHIBIT A – DESCRIPTION OF LAND
EXHIBIT B – INVESTMENT CERTIFICATION
EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

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 Next]**	**Project Name:**	**Project Next**
Projected Investment:	**$150,000,000**	**Projected Jobs:**	**400**
Location (street):	**[]**	**Tax Map No.:**	**[]**
1. FILOT			
Required Investment:	Enhanced Minimum Investment Requirement		
Investment Period:	13 years	Ordinance No./Date:	[]
Assessment Ratio:	4%	Term (years):	50
Fixed Millage:	.33232	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03 (b). If the Enhanced Minimum Investment Requirement is not met during the Investment Period, the assessment ratio shall be reduced to 6% prospectively and the Company and such Sponsor Affiliates shall pay the County the difference between the 4% and 6% assessment ratio for past FILOT payments and any Deficiency Amount for the period through and including the end of the Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between Anderson County and Greenville County, South Carolina.		
3. SSRC			
Total Amount:	N/A		
No. of Years	42		
Yearly Increments:	90% for years 1-10; 81% for years 11-20; 61% for years 21-42		
Clawback information:	See Section 4.02(d) If by December 31, 2033, the Company has not invested $150,000,000 in the Project or created at least 400 new jobs, the Special Source Credits shall be reduced to 25%; provided, however, that if the Company invests $150,000,000 and creates 400 new jobs by December 31, 2035, the Special Source Credits shall be restored in accordance with Section 4.02(a) hereof.		
4. Other information			

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 _____, 2026 by and among **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, [**PROJECT NEXT**], a _____ organized and existing under the laws of the State of _____ (the "***Operating Company***"), and [LANDOWNER], a _____ organized and existing under the laws of the State of _____. (the "***Landowner,***" and together with the Operating Company, the **"*Company*"**).

RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company's facilities in the County for the manufacture of [] 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:

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, collectively, the Operating Company and the Landlord, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets, respectively; or any other person or entity which may succeed to the rights and duties of the Operating Company or the Landlord.

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

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

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

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

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

"County Council" shall mean Anderson County Council, the governing body of the County.

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

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

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

"Department" shall mean the South Carolina Department of Revenue.

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

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

"Enhanced Investment Period" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending eight (8) years after the Commencement Date.

"Enhanced Minimum Investment Requirement" shall mean either (a) aggregate investment by the Company and any Sponsor Affiliates in the Project of at least four hundred million dollars ($400,000,000) or (b)(i) investment by the Company and any Sponsor Affiliates in the Project of at least one hundred fifty million dollars ($150,000,000) and (ii) creation of at least one hundred twenty five (125) new, full-time jobs at the Project.

"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 Enhanced Investment Period plus a five (5) year extension, for a total of thirteen (13) years; unless the provisions of Section 4.03(b) shall apply, in which case the Investment Period shall be equal to the Standard Investment Period plus a five (5) year extension, for a total of ten (10) years.

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

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

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

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

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

"Project" shall mean 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.

"SSC Investment Threshold" has the meaning set forth in Section 4.02(d).

"SSC Jobs Threshold" has the meaning set forth in Section 4.02(d).

"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, subject to Section 4.03(b), with respect to each Phase of the Project, the end of the last day of the property tax year which is the 49th 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 50 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]

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 332.32 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.

Section 2.02 Representations, Warranties, and Agreements of the Company

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

(a) The Operating Company is organized and in good standing under the laws of the State of _____; the Landlord is organized and in good standing under the laws of the State of _____; and both the Operating Company and the Landlord are duly authorized to transact business in the State, have power to enter into this Fee Agreement, and have 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 expanding its [] manufacturing facility, 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 Enhanced Minimum Investment Requirement within the Investment Period.

[End of Article II]

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 Enhanced Minimum Investment Requirement within the Investment Period; and (iii) create 400 new, fulltime jobs with benefits. 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 Enhanced 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]

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: Subject to Section 4.03(b), apply an assessment ratio of four percent (4%) 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 49 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 .33232 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.

(c) 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 the County in accordance with this subsection, as follows:

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

(2) 35% of Net Park Fees, and any surplus money under County 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.

Capitalized terms not defined in this Section 4.01(c) shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

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 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 forty-two (42) years as follows: (i) ninety percent (90%) for the first ten (10) years of the Project; (ii) eighty-one percent (81%) for years eleven through twenty (11-20) of the Project; and (iii) sixty-one percent (61%) for years twenty-one through forty-two (21-42) 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 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) With respect to the Special Source Credits, if by December 31, 2033, the Company has not invested or caused to be invested One Hundred Fifty Million Dollars ($150,000,000) in the Project (the "SSC Investment Threshold") or created at least 400 new, fulltime jobs (the "SSC Jobs Threshold"), the Special Source Credits shall be reduced to twenty-five percent (25%); provided, however, that if the Company attains the SSC Investment Threshold and the SSC Jobs Threshold by December 31, 2035, the Special Source Credits shall be restored on a prospective basis in accordance with Section 4.02(a) hereof. The SSC Jobs Threshold must be maintained through the end of the tenth (10^{th}) tax year of this Fee Agreement to maintain the Special Source Credits under 4.02(a).

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

(h) The County shall provide the Company with a waiver of building and code fees in a total amount of $400,000 for the Project. The County shall apply the waiver automatically as such fees are incurred by the Company, without requiring additional applications, requests, or approvals, until the full $400,000 amount has been realized.

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. In such event, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to: (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company

and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a "*Deficiency Amount*") for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest at the statutory rate for the late payment of ad valorem taxes and shall be payable to the County on or before the second (2nd) January 15 following the last day of the Investment Period.

(b) In the event the Company, together with any Sponsor Affiliates, shall fail to meet the Enhanced Minimum Investment Requirement by the end of the Investment Period, then beginning with the FILOT Payment due January 15 of the second (2^{nd}) year following the final year of the Investment Period, the FILOT Payments shall be prospectively computed in the manner set forth in Section 4.01(a) hereof, except that (i) an assessment ratio of six percent (6%) shall be substituted for four percent (4%), and (ii) the 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 39^{th} year following the first property tax year in which such Phase of the Project is placed in service, after the Company makes 40 annual FILOT Payments. Further, in such event, (A) the Company and any Sponsor Affiliates shall make, or cause to be made, payment to the County of (i) an amount equal to the difference between the FILOT Payments theretofore made by the Company and such Sponsor Affiliates with respect to the portions of the Project placed in service during the Investment Period and the FILOT Payments which would have been theretofore due from the Company and such Sponsor Affiliates with respect to the Project had the assessment ratio been applied at six percent (6%), plus (ii) an amount equal to the Deficiency Amount with respect to the remaining portion of the Project (that is, the portion placed in service after the Investment Period), with interest on such Deficiency Amount at the statutory rate for the late payment of *ad valorem* taxes, and (B) the Investment Period hereunder shall be deemed to be 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 (120^{th}) day following the last day of the Investment Period.

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

Section 4.04 Removal of Equipment

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

Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the 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]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with

respect to the Special Source Revenue Credits shall be payable only from FILOT Payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

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

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee

shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The parties agree that the Administration Expenses for the County's review and finalization of this Fee Agreement and related documents will be $5,000.

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]

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 or Enhanced 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]

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:

_____
Attn: _____
_____
_____

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: Frank T. Davis, III. (fdavis@hsblawfirm.com)
One North Main Street
2nd Floor
Greenville, South Carolina 29601

If to the County:

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

With a copy to:

Anderson County Attorney
101 S. 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 Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[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 County Chairman 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

By:_____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By:_____
Renee Watts, Clerk to Council
Anderson County, South Carolina

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

[PROJECT NEXT]

_____

By: _____

Its: _____

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

[LANDOWNER]

_____

By: _____

Its: _____

[Signature Page 3 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) **[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:_____

RESOLUTION NO. 2026-033

A RESOLUTION APPROVING AND CONSENTING TO THE TRANSFER AND ASSIGNMENT BY COI ANDERSON PHASE 2-150, LLC, TO, AND ASSUMPTION BY, BIG RGA VA MS OWNER 1 LLC OF A CERTAIN EXISTING FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT TO WHICH THE COUNTY IS A PARTY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "***County***"), acting by and through its County Council (the "***Council***"), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "***Code***"), particularly Title 12, Chapter 44 of the Code (the "***Negotiated FILOT Act***"); Title 4, Chapter 1 of the Code (the "***Multi-County Park Act***") or, as to Section 4-1-175 thereof, the "***Special Source Act***") (collectively, the "***Act***") and Ordinance No. 2021-042 duly enacted by Council on December 7, 2021 (the "***FILOT Ordinance***"), entered into a Fee in Lieu of Tax and Special Source Credit Agreement (Lot 5), dated December 7, 2021 (the "***FILOT Agreement***"), with COI ANDERSON INDUSTRIAL, LLC ("***COI Anderson Industrial***") pursuant to which COI Anderson Industrial agreed to make, and the County agreed to accept, negotiated fee in lieu of tax payments with respect to certain eligible property constituting one or more new facilities in the County for manufacturing/distribution located on and including real property consisting of 11.1 acres, bearing Anderson County Tax Map Number 240-00-01-034-000, and commonly known as 120 Exchange Logistics Park Drive, Piedmont, South Carolina (collectively, the "***Project***"); and

WHEREAS, COI Anderson Industrial assigned its interests in the FILOT Ordinance, the FILOT Agreement, and the Project to COI ANDERSON PHASE 2-150, LLC ("***Assignor***") pursuant to that certain Assignment and Assumption of Fee in Lieu of Tax and Special Source Credit Agreement (Lot 5) dated effective as of May 10, 2022; and

WHEREAS, Assignor desires to assign its interests in the FILOT Ordinance, the FILOT Agreement, and the Project to BIG RGA VA MS OWNER 1 LLC ("***Assignee***"), as part of Assignee's acquisition of the Project, all pursuant to that certain Assignment and Assumption of Fee in Lieu of Tax and Special Source Agreement (Lot 5) to be entered into between Assignor and Assignee in the form attached as Exhibit A hereto (the "***Assignment Agreement***"); and

WHEREAS, upon Assignee's acquisition of the Project, Assignee will assume all of the rights and obligations of Assignor under the FILOT Ordinance and FILOT Agreement related to the Project and has agreed to be liable for all fees in lieu of taxes and other payments due thereunder that are Assignor's obligations under the FILOT Agreement arising on or after the effective date ("***Effective Date***") of the Assignment Agreement; and

WHEREAS, Assignor and Assignee have requested that the County approve, consent to, and ratify the assignment contemplated herein and the Assignment Agreement in accordance with Section 5.09 of the FILOT Agreement and Section 12-44-120 of the Negotiated FILOT Act.

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. The County hereby approves and consents to (i) the assignment of all of Assignor's right, title and interest in and to the FILOT Ordinance, the FILOT Agreement and the Project and (ii) the assumption by Assignee on and after the Effective Date of any and all obligations of Assignor associated with the FILOT Ordinance, the FILOT Agreement and the Project, in each case pursuant to the terms and conditions of the Assignment Agreement. Following the assignment and assumption referenced in subsections (i) and (ii) of the previous sentence, Assignor shall be fully released and discharged from any and all of its respective obligations under the FILOT Ordinance and FILOT Agreement, except as those obligations arise directly from Assignor's actions or inactions related to the Project which occurred prior to the Effective Date of the Assignment Agreement.

Section 2. The County Administrator is hereby authorized and directed to execute a consent to the Assignment Agreement (the "***Consent***"), as an addendum to the Assignment Agreement, with such changes as do not adversely impact the County and as are recommended by counsel for the County, 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. The County Administrator is hereby further authorized and directed to execute and deliver any other documents as may be necessary or desirable to assist in the assignment of the FILOT Ordinance, the FILOT Agreement and the Project, all as consistent with this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the Consent and the other documents or obligations of the County required by the FILOT Agreement is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

[*remainder of page intentionally left blank*]

DONE in meeting duly assembled on June 16, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

_____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

_____
Rusty Burns, County Administrator,
Anderson County, South Carolina

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

APPROVED AS TO FORM:

_____
Leon C. Harmon, County Attorney,
Anderson County, South Carolina

Exhibit A

Form of Assignment and Assumption of Fee in Lieu of Tax and Special Source Credit Agreement (Lot 5)

See attached.

RESOLUTION NO. 2026-034

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT FLAT ROCK, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

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"***), Code of Laws of South Carolina 1976, as amended (the ***"Code"***), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as "projects" in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, ***"Infrastructure"***); 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 the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Flat Rock (the ***"Company"***) has requested that the County assist in 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 to its manufacturing facility in the County (collectively, the ***"Project"***), which will result in expected investment by the Company in the Project of at least $28,188,720 in non-exempt investment and the expected creation of approximately 63 new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the Company has requested that the County enter into a fee in lieu of tax and special source credit agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in a fee-in-lieu of taxes agreement to be negotiated and executed between the Company and the County (the "**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 (collectively, the ***"Multi-County Park Authority"***), the County intends to cause the site on which the Project is located, to the extent not already therein located, in a multi-county industrial and business park (a ***"Park"***) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the ***"Park 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; that 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; that 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; 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 the County has agreed to effect the delivery of an Inducement Agreement (defined below) and a Fee Agreement (defined below) on the terms and conditions hereinafter set forth.

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

Section 1. Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, the County Council hereby authorizes to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the "***Inducement Agreement***") so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the "***Fee Agreement***")

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

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

ANDERSON COUNTY, SOUTH CAROLINA

_____

Chairman of County Council

Attest:

_____

Clerk to County Council

_____

County Administrator

Approved as to Form:

_____

County Attorney

Exhibit A

Inducement Agreement

(attached)

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this ***"Agreement"***) made and entered into as of _____, 2026 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the ***"County"***), and [Project Flat Rock], a _____ (the ***"Company"***).

WITNESSETH:

ARTICLE I
RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***) and Title 4, Chapter 1 (the ***"Multi-County Park Act"***), Code of Laws of South Carolina 1976, as amended (the ***"Code"***), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; through all such powers the development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other 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.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new manufacturing or distribution facility in the County (collectively, the ***"Project"***), which will result in an expected investment by the Company in the Project of approximately $28,188,720 (the ***"Investment Target"***), and the expected creation by the Company of approximately sixty three (63) net new, full-time, jobs (with benefits) with respect thereto (the ***"Jobs Creation Target"***), all by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the ***"Investment Period"***).

(c) 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 will use its best efforts to place, to the extent not already therein placed, the site of the Project in a multi-county industrial and business park (the ***"Park"***) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the ***"Park Agreement"***).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) 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, (iii) 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, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____, 2026 and on the terms and conditions set forth.

ARTICLE II
UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the ***"Fee Agreement"***).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6.0%; (ii) a fixed millage rate of 319.07 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2026); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts

for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to (i) 80% of the first five years of FILOT Payments, (ii) 60% of years 6 through 10 of FILOT Payments, and (iii) 50% of years 11 through 20 of FILOT Payments of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host count(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period).

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 investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to collectively invest at least $7,047,180 in connection with the Project, by the end of the Investment Period, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement and the amount of *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into, with 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 (120^{th}) day following the last day of the Investment Period.

ARTICLE III
UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(c) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period.

ARTICLE IV
GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT IS A LIMITED OBLIGATION OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE

COUNTY, AND DOES NOT AND SHALL NEVER CONSTITUTE 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 DOES 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.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee in Lieu of Tax Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2027, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

_____

Tommy Dunn, Chairman of County Council

Attest:

_____

Rusty Burns, County Administrator

_____

Renee D. Watts, Clerk to County Council

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT FLAT ROCK]

By:_____
Name:_____
Title:_____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

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 a resolution which was adopted by the County Council at its meeting of _____, 2026, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

_____
Renee D. Watts, Clerk to County Council

Dated: _____, 2026

RESOLUTION NO. 2026-035

A RESOLUTION AUTHORIZING AND APPROVING THE PARTIAL ASSIGNMENT OF A SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND THE KNOLLS, L.C.; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "***County***"), acting by and through its County Council (the "***Council***"), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "***Code***"), particularly Title 4, Chapter 1 of the Code (the "***Multi-County Park Act***") or, as to Section 4-1-175 thereof, the "***Special Source Act***") and Ordinance No. 2016-016 duly enacted by Council on June 21, 2016 (the "***SSC Ordinance***"), entered into a Special Source Credit Agreement dated as of June 21, 2016 (the "***SSC Agreement***"), with THE KNOLLS, L.C., an Iowa limited liability company ("***Assignor***") and Engineered Plastics Components, Inc. ("***EPC***") pursuant to which the County agreed to provide Assignor and EPC with certain incentives, including the issuance of special source credits for the purpose of defraying or reimbursing Assignor and/or EPC for certain costs of infrastructure serving the County or the Project (as defined in the SSC Agreement), and costs of real estate and personal property used in the operation of the Project;

WHEREAS, Assignor conveyed the real property subject to the SSC Agreement (the "***Project Property***") to David Kargarzadeh by limited warranty deed dated June 19, 2024, and recorded June 25, 2024 in the Office of the Register of Deeds for Anderson County, South Carolina in Deed Book 17442 at Page 64;

WHEREAS, David Kargarzadeh conveyed the Project Property to the Assignee by quitclaim deed dated September 3, 2025, and recorded September 5, 2025 in the Office of the Register of Deeds for Anderson County, South Carolina in Deed Book 18237 at Page 185;

WHEREAS, Assignor and Assignee desire to enter into, with each other and with the County, that certain Partial Assignment and Assumption of Special Source Credit Agreement (the "***Assignment***"), wherein and whereby Assignor shall assign to Assignee, and Assignor shall assume, all of Assignor's right, title, and interest in and to the SSC Agreement, including but not limited to, the terms, covenants, conditions, and agreements of the SSC Agreement as of the date of the acquisition of the Project Property by Assignee (the "***Acquisition Date***");

WHEREAS, Assignor and Assignee have requested that the County, authorize, ratify, approve, and consent to such assignment to Assignee, to be effective as of the Acquisition Date, in accordance with the provisions of the SSC Agreement;

WHEREAS, Assignor has, at the request of the County, caused to be prepared and presented to this meeting the form of the Assignment which Assignor and Assignee propose to be used to effect the assignment contemplated herein; and

WHEREAS, it appears that the form of Assignment 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 purposes intended.

NOW, THEREFORE, BE IT RESOLVED by the Council, as follows:

Section 1. The County hereby authorizes, ratifies, approves and consents to the assignment of the SSC Agreement by Assignor to Assignee effective as of the Acquisition Date. Pursuant to the terms

of the Assignment, Assignor shall assign to Assignee, and Assignee shall assume, all of Assignor's right, title and interest in and to the SSC Agreement, including, but not limited to, the terms, covenants, conditions and agreements of the SSC Agreement. Such authorization, ratification, approval and consent of the County shall be further evidenced by the Assignment.

Section 2. The form, terms and provisions of the Assignment presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Assignment was set out in this Resolution 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 Assignment 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 Assignment to be delivered to Assignor and Assignee. The Assignment 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 or 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 Assignment now before this meeting.

Section 3. 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 Assignment and the performance of all obligations of the County thereunder.

Section 4. The provisions of this Resolution 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 orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

[*remainder of page intentionally left blank*]

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

ANDERSON COUNTY, SOUTH CAROLINA

_____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

_____
Rusty Burns, County Administrator,
Anderson County, South Carolina

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

APPROVED AS TO FORM:

_____
Leon C. Harmon, County Attorney,
Anderson County, South Carolina

PARTIAL ASSIGNMENT AND ASSUMPTION OF SPECIAL SOURCE CREDIT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF SPECIAL SOURCE CREDIT AGREEMENT (this "***Assignment***"), dated effective as of September 3, 2025 (the "***Effective Date***"), is entered into by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "***County***"), **THE KNOLLS, L.C.**, an Iowa limited liability company ("***Assignor***") and **David Ali Kargarzadeh, and his successors in trust, as Trustee of the David Ali Kargarzadeh Trust, dated August 14, 2025** ("***Assignee***"). Assignor, Assignee, and the County are sometimes collectively referred to as the "parties" or singularly as a "party."

RECITALS

WHEREAS, the County, acting by and through its County Council (the "***Council***"), is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, and Ordinance No. 2016-016 duly enacted by Council on June 21, 2016 (the "***SSC Ordinance***"), entered into a Special Source Credit Agreement, dated as of June 21, 2016 (the "***SSC Agreement***"), with Engineered Plastic Components, Inc., an Iowa corporation ("***EPC***"), and Assignor pursuant to which the County agreed to provide Special Source Credits with respect to the Project as set forth in the SSC Agreement;

WHEREAS, Assignor conveyed the Project Property to David Kargarzadeh by limited warranty deed dated June 19, 2024, and recorded June 25, 2024 in the Office of the Register of Deeds for Anderson County, South Carolina in Deed Book 17442 at Page 64;

WHEREAS, David Kargarzadeh conveyed the Project Property to the Assignee by quitclaim deed dated September 3, 2025, and recorded September 5, 2025 in the Office of the Register of Deeds for Anderson County, South Carolina in Deed Book 18237 at Page 185;

WHEREAS, Assignor desires to assign all of its interest in the SSC Agreement to Assignee; and

WHEREAS, the County has considered Assignor's request to assign its interest and, by Resolution adopted by County Council on _____, 2026, the County approved, ratified and consented to the assignment to Assignee by Assignor of all of Assignor's right, title, and interest in the SSC Ordinance and the SSC Agreement.

NOW, THEREFORE, in consideration of the premises and for the foregoing recitals which are incorporated herein by reference and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Partial Assignment. Assignor hereby assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the SSC Ordinance and the SSC Agreement, and all matters related thereto, on and after the Effective Date, including all rights, duties, and obligations conferred by the SSC Ordinance and the SSC Agreement upon Assignor. On and after the Effective Date, Assignor shall be fully released and discharged from any and all of Assignor's obligations under the SSC Ordinance and SSC Agreement, except for any such obligations that arise directly from Assignor's actions or inactions which occurred prior to the Effective Date. For the avoidance of doubt, this Assignment does not constitute an assignment, transfer, or delegation by EPC of any of its rights or obligations under the SSC Agreement.

2. Assumption. As part of the consideration for this Assignment, Assignee hereby assumes and agrees to fully perform and observe all of the terms, covenants, conditions and agreements to be

performed on the part of Assignor under the SSC Ordinance and the SSC Agreement arising on or after the Effective Date of this Assignment.

3. Consent to Partial Assignment and Assumption. The above assignment and assumption is made subject to and is conditioned upon obtaining the ratification from the County as required by Section 4.01 of SSC Agreement, and following receipt of such ratification, shall be deemed effective as of the Effective Date. The County hereby approves, ratifies and consents to the above assignment and assumption of the SSC Ordinance and the SSC Agreement from Assignor to Assignee.

4. Representations and Warranties by Assignor. Assignor hereby represents and warrants to Assignee that Assignor is not in breach or default under any or all of the SSC Agreement, nor does any circumstance exist which, with notice or lapse of time or both, would constitute a breach of, or event of default under, any or all of the SSC Agreement.

5. No Assignment by Engineered Plastic Components, Inc. This Assignment is a partial assignment only. EPC shall remain a "Company" under the SSC Agreement and shall retain all rights, benefits, and obligations allocated to it thereunder, unchanged and unimpaired by this Assignment. Nothing herein shall be deemed to require the consent, joinder, or execution of EPC.

6. Indemnity.

a) Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any claims, penalties, damages, costs and expenses incurred in connection with the SSC Ordinance and the SSC Agreement that arise from events or circumstances occurring on or after the Effective Date to the extent caused by or arising out of any act, omission or neglect of Assignee, its agents, employees, contractors, licensees, invitees or any other party claiming by or through Assignee, or the violation of any covenant or provision of this Assignment, the SSC Ordinance or the SSC Agreement by any of the foregoing, said indemnity to include reasonable attorneys' fees and court costs.

b) Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any claims, penalties, damages, costs and expenses incurred in connection with the SSC Ordinance and the SSC Agreement that arise from events or circumstances occurring before the Effective Date to the extent caused by or arising out of any act, omission or neglect of Assignor, its agents, employees, contractors, licensees, invitees or any other party claiming by or through Assignor, or the violation of any covenant or provision of this Assignment, the SSC Ordinance or the SSC Agreement by any of the foregoing, said indemnity to include reasonable attorneys' fees and court costs.

7. Entire Agreement. This Assignment, together with any contemporaneous agreements (including any documents incorporated herein by reference), constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith. No interpretation, modification, termination or waiver of any provision of, or default pursuant to, this Assignment shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought. The headings in this Assignment are for reference only, and shall not affect the interpretation of this Assignment.

8. Waiver Limitation. No failure or delay in exercising any right, power or remedy hereunder shall constitute a waiver, forfeiture or other impairment of such right, power or remedy. Except as expressly provided herein to the contrary, the rights, powers and remedies herein are cumulative rather than exclusive and may be exercised concurrently or consecutively in any order.

9. Governing Law. This Assignment and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of conflicts of law. The parties hereto agree to submit to and be bound by the jurisdiction of the courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this Assignment shall lie in Anderson County, South Carolina.

10. Attorneys' Fees. In the event that any party shall bring an action to enforce the terms of this Assignment or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court or arbitration panel having jurisdiction over the matter, including, but not limited to, attorneys' fees and costs incurred in courts of original jurisdiction, bankruptcy courts or appellate courts, and in the enforcement or collection of an award or judgment.

11. Successors and Assigns. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. Severability. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.

13. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument. Additionally, the parties hereto acknowledge and agree that any party may execute facsimile copies, and said facsimile copies will have the same binding effect as executed original counterparts.

12. Defined Terms. All capitalized terms not expressly defined herein shall have the meaning ascribed to them in the SSC Agreement.

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers to be effective as of the Effective Date.

ASSIGNOR:

THE KNOLLS, L.C., an
Iowa limited liability company

By: _____
Name: Reza Kargarzadeh
Title: Member

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officers to be effective as of the Effective Date.

ASSIGNEE:

_____
David Ali Kargarzadeh, as Trustee of the
David Ali Kargarzadeh Trust, dated August 14, 2025

IN WITNESS WHEREOF, the County has consented to this Assignment by the signature of its authorized representative below.

ANDERSON COUNTY, SOUTH CAROLINA

_____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

_____
Rusty Burns, County Administrator,
Anderson County, South Carolina

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

APPROVED AS TO FORM:

_____
Leon C. Harmon, County Attorney,
Anderson County, South Carolina

RESOLUTION NO. 2026-036

A RESOLUTION TO DIRECT THE PLANNING DEPARTMENT TO PROVIDE PLANNING COMMISSION AGENDA PACKETS TO PLANNING COMMISSION MEMBERS NO LATER THAN 2 WEEKS BEFORE THE MEETING; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Planning Department prepares agenda packets for Planning Commission Members; and

WHEREAS, the agenda packets contain the agenda and other necessary documents related to Planning Commission meeting agenda matters;

WHEREAS, in order for the Planning Commission Members to have adequate time to review their agenda packets, the agenda packets must be made available no later than 2 weeks before the meeting.

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

1. Anderson County Council directs the Planning Department to make Planning Commission agenda packets available to Planning Commission Members no later than 2 weeks before the meeting.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

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

4. This resolution shall take effect and be in force immediately upon enactment.

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

ATTEST:

Rusty Burns Anderson County Administrator	Tommy Dunn, Chairman

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

RESOLUTION NO. 2026-037

A RESOLUTION TO DIRECT THE ECONOMIC DEVELOPMENT DEPARTMENT TO PROVIDE PROPOSED FEE IN LIEU OF TAX INCENTIVE AGREEMENTS TO THE ECONOMIC ADVISORY BOARD; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Economic Development Department prepares proposed fee in lieu of tax incentive agreements for Anderson County Council to approve or deny; and

WHEREAS, the Anderson County Economic Advisory Board advises Anderson County Council in general matters pertaining to economic development; and

WHEREAS, in order to be more informed, the Economic Advisory Board should be receiving the proposed fee in lieu of tax incentive agreements at the same time they are made available to Anderson County Council.

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

1. Anderson County Council directs the Economic Development Department to make proposed fee in lieu of tax incentive agreements available to the Economic Advisory Board at the same time as the agreements are provided to Anderson County Council.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

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

4. This resolution shall take effect and be in force immediately upon enactment.

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

ATTEST:

Rusty Burns Anderson County Administrator	Tommy Dunn, Chairman

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

To: Anderson County Council
From: Jordan Thayer, Assistant County Attorney
Date: June 9, 2026
Re: Proposed Pendleton Library Land Donation

Information for June 16, 2026, Anderson County Council Meeting

A local property owner has requested that Anderson County donate a small portion of land to become part of a conservation easement.

Local property owners Dr. John and Suzanne Morse are requesting that Anderson County donate a small portion of land to become part of a conservation easement. The land that currently houses the Pendleton Branch Library of the Anderson County Library System formerly belonged to Dr. John and Suzanne Morse. The land to the North and West of the Pendleton Branch Library is still owned by the Morse revocable trust and is mainly undeveloped wooded forest.

The Morse family is working with Upstate Forever to place a conservation easement on the property so that it will not be developed in the future. There are tentative plans to connect this property to the Green Crescent Trail or other trails in the area.

The small portion of land to be donated is currently undefined but will not interfere with the Pendleton Branch Library.

Currently, the small portion of land is undefined in a legal sense but will be defined before the property is conveyed by Ordinance and Deed. Attached to this document are 2 pictures. One picture shows the current boundary of the property, and another picture shows the boundary of the property with red and blue markups. The red markup is the area to be donated to the Morse family while the blue markup is the area proposed to be donated back to Anderson County.

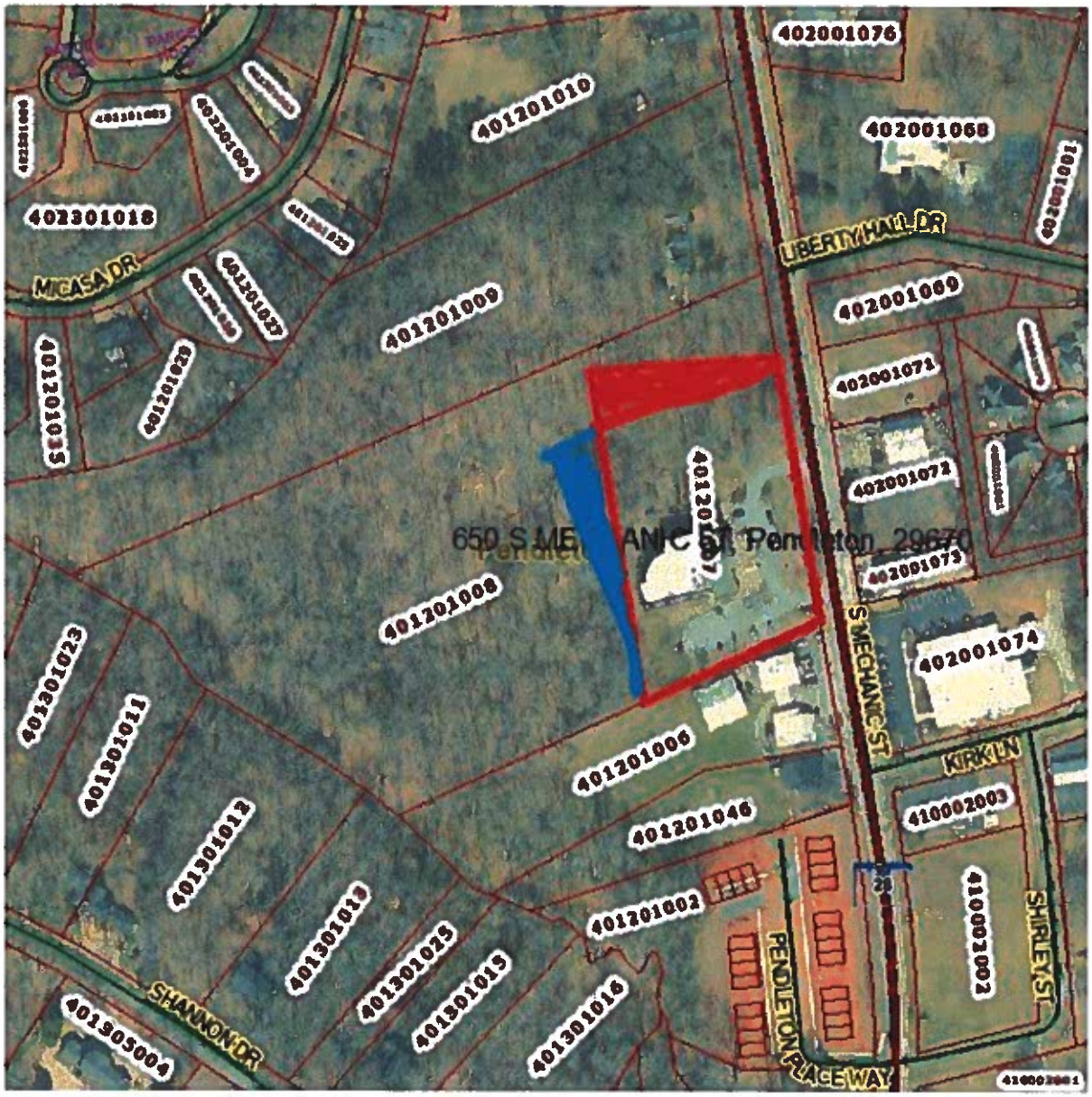
The Library Board of Trustees approved the land donation at their May 4, 2026, meeting.

At the May 4, 2026, Anderson County Library Board of Trustees regularly scheduled meeting, the Board voted to approve of the land donation in agenda item V, identified as "Pendleton Land Transfer [Action]." Specifically, the Board voted to "convey an undefined portion of real property at the norther boundary of the Pendleton Branch Library so the adjoining parcel can be developed into a conservation trail by the adjoining landowners. The undefined portion shall consist of undeveloped land and shall no consequence to the operations of the library or any historical structure or fence. The adjoining landowners to receive the parcel are John and Suzanne Morse." The Library Board of Trustees did not vote on whether to accept the blue markup as shown in the attached pictures.

The County will need to take further action in the future to accomplish this project.

Anderson County cannot transfer this property by a single vote. Therefore, in the future, an ordinance and 3 readings will be required to convey this property. However, this approval will allow the property owner to instruct their surveyor to legally define the area we intend to convey. Based on the library board's vote, the area will have to be fully wooded and not include any fence or structure currently on the property. Therefore, council will have another opportunity to address this in an ordinance once we are able to get a survey and the survey will show the actual legally defined area to be conveyed.


402001076
402001068
LIBERTY HALL DR
402001069
402001071
402001072
402001073
402001074
650 S MECHANIC ST, Pendleton, 29670
S MECHANIC ST
KIRK LN
SHIRLEY ST
PENDLETON PLACE WAY
MICASA DR
SHANNON DR
402301018
401201010
401201009
401201008
401201006
401201046
401201002
401301023
401301011
401301012
401301013
401301025
401301015
401301016
401305004
410002003
410002002
410002001


402001076
402001068
LIBERTY HALL DR
MICASA DR
401201010
402301018
401201009
402001069
402001071
402001072
650 S MECHANIC ST Pendleton 29670
402001073
401701008
402001074
S MECHANIC ST
KIRK LN
401201006
401201046
410002003
401201002
410002002
SHIRLEY ST
PENDLETON PLACE WAY
SHANNON DR
401301023
401301011
401301012
401301013
401301025
401301015
401301016
401305009

Highway Relocation Program
Duke Energy Carolinas, LLC
4690 Simms Creek Road
Raleigh NC 27616
Highway.Relocation@Duke-Energy.com

May 4, 2026

Anderson County
Attn.: Brittany Burdette
C/C: Jake Hippler jhippler@consoreng.com
1428 Pearman Dairy Road
Anderson, SC 29625

RE:	DOT WBS#:	ACTC 144, SC 86 & Old Williamston Rd
	Company Project #:	CFP195423
	County:	Anderson
	Location / State:	Piedmont, SC
	Proj Requirements:	Utility Agreement; Actual Cost Billing; Non-Betterment Work
	Proj Description:	Relocate DE company facilities out of Anderson County way for SC 86 & Old Williamston Rd Intersection.

Attached are copies of our detailed estimate in the amount of $306,265.71 and our relocation design drawing covering our proposed relocation of Duke Energy's facilities in conflict with this project. This estimate is valid for 90 days and is based on the design as shown on the attached drawings. Estimates may be revised due to change in scope or if right of way is not obtained. The estimate will be updated if the authorization to proceed is received after the 90 day deadline.

If you find this estimate in order, please authorize us to proceed with this work and upon completion thereof, to bill the government customer per the project requirements located at the top of this letter. If you have any questions related to this agreement, plans, estimate, or final invoice please contact one of the following:

Damian Alaniz, Designer at Damian.Alaniz@duke-energy.com or 817-602-7916
Jennifer Stem, Lead Engineering Tech at Jennifer.Stem@duke-energy.com or 864-234-4384
Casey Jensen, Program Manager at Casey.Jensen@duke-energy.com or 704-773-6310

Please return the signed agreement to highway.relocation@duke-energy.com.

Sincerely,

Casey W. Jensen
Casey Jensen
Highway Relocation Program Manager
Duke Energy

JS:LJ

Cc. Damian Alaniz, Damian.Alaniz@duke-energy.com
Jennifer Stem, Jennifer.Stem@duke-energy.com

Utility Agreement

Anderson County – ACTC 144

Duke Energy Project Number CFP195423

County: Anderson State: SC

This Utility Agreement ("Agreement") made this_____day of _____ , 20__, by and between Anderson County, hereinafter referred to as AC, and Duke Energy Carolinas, LLC. hereinafter referred to as the COMPANY. The AC, and Company acknowledge that this Agreement and any Agreement amendment documents requiring signatures may be transmitted electronically. AC, and Company stipulate that if this Agreement is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original.

W I T N E S S E T H:

THAT WHEREAS, AC, will submit a project for construction as follows: relocate electric facilities for the Robinson Road asphalt paving project.

WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY.

NOW, THEREFORE, In order to facilitate the orderly and expeditious relocation of the said facilities of the COMPANY, AC, and the COMPANY have agreed as follows:

That the scope, description, and location of work to be undertaken by the COMPANY is as follows: Relocate DE company facilities out of AC way for SC 86 & Old Williamston Rd Intersection.

1. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such Agreements thereto as may be in effect at the date of this Agreement. The work will also conform to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way." The provisions of said FAPG and amendments thereto are incorporated in this Agreement by reference as fully as if herein set out. Any work performed under this Agreement not in compliance with FAPG shall constitute unauthorized work and AC, shall be

relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental Agreement attached to and made a part hereof.

2. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials, and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including itemization of appropriate credits for salvage and betterment's, all in sufficient detail to provide AC,, a reasonable basis for analysis. Unit cost, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the AC's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. There are no costs for changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, or its contractor. The attached estimate is valid for 90 days and is based on design shown in the attached drawings.

3. That AC's authority, obligation, or liability to pay for relocations as set forth in the Agreement is based on the COMPANY having a right of occupancy in its existing location by reason of holding the fee, as easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental Agreement attached to and made a part of this Agreement.

5. That the construction work provided for in this Agreement will be performed by:

   X BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

6. a. It is contemplated by the parties hereto that the construction of this AC project is in progress.

b. Based on the best information available at the present time to the COMPANY, indicated applicable paragraph, below:

__X__ Work will begin promptly upon notification by AC; however, it is not expected to be complete prior to road construction, all work will be coordinated with the AC construction operations personnel at pre-construction conferences.

_____Other (Specify)_____

7. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a) or (b) as follows:

   a. __X__ Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

   b. _____On a lump -sum basis where the estimated cost to the AC does not exceed $100,000.00, Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

8. Indicate If (a) or (b) are applicable:

   a. __X__That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.

   b. _____That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.

9. That the total estimated cost of the work proposed herein, including all cost to the COMPANY less any credit for salvage, to complete the project is estimated to be $ 306,265.71

   The estimated non-betterment cost to AC, including all cost less any credits for salvage, betterment and additional work done by the COMPANY will be $ 306,265.71

   The estimated cost to the COMPANY including betterments and any additional work done by the COMPANY will be $ 0.00

(The above costs shall be supported by attached estimate and plans)

10. That in the event it is determined there are changes in the Agreement's scope of work which require additional work be conducted by COMPANY under this Agreement, then COMPANY's

reimbursement shall be limited to all costs covered by either a modification of this Agreement or by a written change order or extra work order approved by AC (collectively, a “Change Order”); provided, however AC shall not unreasonably refuse its consent to such Change Order.

11. Periodic progress billings of incurred costs will be made by the COMPANY to AC not to exceed monthly intervals for no less than $3,000.00 each; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. One final and detailed complete billing of all cost shall be made by the COMPANY to AC at the earliest practicable date after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this Agreement.

12. That AC shall have the right to inspect non-reusable materials of the COMPANY recovered on this project prior to disposal by sale or scrap.

13. That AC shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this Agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

14. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the roadway within the roadway right of way limits in accordance with all applicable laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

15. That if, in the future, it becomes necessary due to roadway construction or improvement to adjust or relocate utilities covered in this Agreement being relocated at the expense of the requesting party that are crossing or otherwise occupying roadway right of way, the non-betterment cost of same will be that of the requestor.

16. That if, at any time, the AC shall require the relocation of or changes in the location of the encroaching facilities covered in this Agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to AC.

17. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within roadway right of way, and agrees to execute such instruments as may be reasonably requested by AC evidencing that relinquishment.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

Anderson County

BY:_____

Duke Energy Carolinas, LLC.

BY: Casey W. Jensen

Casey Jensen
Highway Relocation Program Manager

SAFETYFirst
▷ PERSONAL ACCOUNTABILITY
▷ ACTIVE CARING
▷ HAZARD RECOGNITION

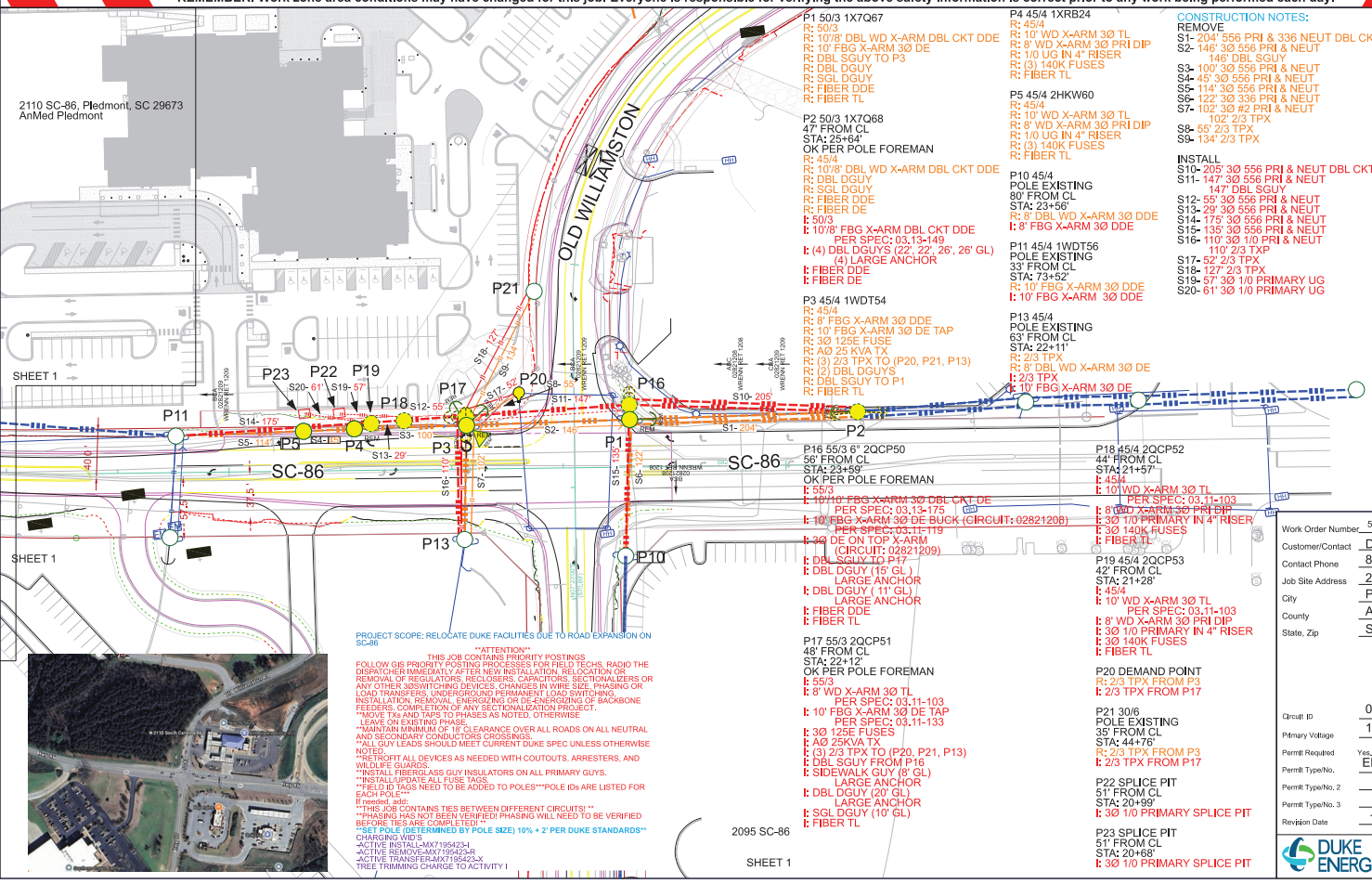
USP: SUBSTATION WRENN RET 1543
USP: FAC ID: 32693771
USP:
USP: CIRCUIT ID: 02821209, 02821208
USP: ADDRESS: 1878 SC-86, Piedmont, SC 29673

Safety Reminders / Adverse Conditions

?: WEAR PROPER PPE
?: CIRCLE OF SAFETY
?: FLAGGING REQUIRED
?:

Work Zone General Comments:
HEAVY TRAFFIC ZONE

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



PROJECT SCOPE: RELOCATE DUKE FACILITIES DUE TO ROAD EXPANSION ON SC-86

ATTENTION
THIS JOB CONTAINS PRIORITY POSTINGS
FOLLOW GIS PRIORITY POSTING PROCESSES FOR FIELD TECHS. RADIO THE DISPATCHER IMMEDIATLY AFTER NEW INSTALLATION, RELOCATION OR REMOVAL OF REGULATORS, RECLOSERS, CAPACITORS, SECTIONALIZERS OR ANY OTHER 3ØSWITCHING DEVICES, CHANGES IN WIRE SIZE, PHASING OR LOAD TRANSFERS, UNDERGROUND PERMANENT LOAD SWITCHING, INSTALLATION, REMOVAL, ENERGIZING OR DE-ENERGIZING OF BACKBONE FEEDERS, COMPLETION OF ANY SECTIONALIZATION PROJECT.
**MOVE TAs AND TAPS TO PHASES AS NOTED, OTHERWISE LEAVE ON EXISTING PHASE.
**MAINTAIN MINIMUM OF 18' CLEARANCE OVER ALL ROADS ON ALL NEUTRAL AND SECONDARY CONDUCTORS CROSSINGS.
**ALL GUY LEADS SHOULD MEET CURRENT DUKE SPEC UNLESS OTHERWISE NOTED.
**RETROFIT ALL DEVICES AS NEEDED WITH COUTOUTS, ARRESTERS, AND WILDLIFE GUARDS.
**INSTALL FIBERGLASS GUY INSULATORS ON ALL PRIMARY GUYS.
**INSTALL/UPDATE ALL FUSE TAGS.
FIELD ID TAGS NEED TO BE ADDED TO POLES*POLE IDs ARE LISTED FOR EACH POLE***
If needed, add:
**THIS JOB CONTAINS TIES BETWEEN DIFFERENT CIRCUITS! **
**PHASING HAS NOT BEEN VERIFIED! PHASING WILL NEED TO BE VERIFIED BEFORE TIES ARE COMPLETED! **
SET POLE (DETERMINED BY POLE SIZE) 10% + 2' PER DUKE STANDARDS
CHARGING WIDS
-ACTIVE INSTALL-MX7195423-I
-ACTIVE REMOVE-MX7195423-R
-ACTIVE TRANSFER-MX7195423-X
TREE TRIMMING CHARGE TO ACTIVITY I

P1 50/3 1X7Q67
R: 50/3
R: 10'/8' DBL WD X-ARM DBL CKT DDE
R: 10' FBG X-ARM 3Ø DE
R: DBL SGUY TO P3
R: DBL DGUY
R: SGL DGUY
R: FIBER DDE
R: FIBER TL

P2 50/3 1X7Q68
47' FROM CL
STA: 25+64'
OK PER POLE FOREMAN
R: 45/4
R: 10'/8' DBL WD X-ARM DBL CKT DDE
R: DBL DGUY
R: SGL DGUY
R: FIBER DDE
R: FIBER DE
I: 50/3
I: 10'/8' FBG X-ARM DBL CKT DDE
PER SPEC: 03.13-149
I: (4) DBL DGUYS (22', 22', 26', 26' GL)
(4) LARGE ANCHOR
I: FIBER DDE
I: FIBER DE

P3 45/4 1WDT54
R: 45/4
R: 8' FBG X-ARM 3Ø DDE
R: 10' FBG X-ARM 3Ø DE TAP
R: 3Ø 125E FUSE
R: AØ 25 KVA TX
R: (3) 2/3 TPX TO (P20, P21, P13)
R: (2) DBL DGUYS
R: DBL SGUY TO P1
R: FIBER TL

P4 45/4 1XRB24
R: 45/4
R: 10' WD X-ARM 3Ø TL
R: 8' WD X-ARM 3Ø PRI DIP
R: 1/0 UG IN 4" RISER
R: (3) 140K FUSES
R: FIBER TL

P5 45/4 2HKW60
R: 45/4
R: 10' WD X-ARM 3Ø TL
R: 8' WD X-ARM 3Ø PRI DIP
R: 1/0 UG IN 4" RISER
R: (3) 140K FUSES
R: FIBER TL

P10 45/4
POLE EXISTING
80' FROM CL
STA: 23+56'
R: 8' DBL WD X-ARM 3Ø DDE
I: 8' FBG X-ARM 3Ø DDE

P11 45/4 1WDT56
POLE EXISTING
33' FROM CL
STA: 73+52'
R: 10' FBG X-ARM 3Ø DDE
I: 10' FBG X-ARM 3Ø DDE

P13 45/4
POLE EXISTING
63' FROM CL
STA: 22+11'
R: 2/3 TPX
R: 8' DBL WD X-ARM 3Ø DE
I: 2/3 TPX
I: 10' FBG X-ARM 3Ø DE

CONSTRUCTION NOTES:
REMOVE
S1- 204' 556 PRI & 336 NEUT DBL CKT
S2- 146' 3Ø 556 PRI & NEUT
146' DBL SGUY
S3- 100' 3Ø 556 PRI & NEUT
S4- 45' 3Ø 556 PRI & NEUT
S5- 114' 3Ø 556 PRI & NEUT
S6- 122' 3Ø 336 PRI & NEUT
S7- 102' 3Ø #2 PRI & NEUT
102' 2/3 TPX
S8- 55' 2/3 TPX
S9- 134' 2/3 TPX

INSTALL
S10- 205' 3Ø 556 PRI & NEUT DBL CKT
S11- 147' 3Ø 556 PRI & NEUT
147' DBL SGUY
S12- 55' 3Ø 556 PRI & NEUT
S13- 29' 3Ø 556 PRI & NEUT
S14- 175' 3Ø 556 PRI & NEUT
S15- 135' 3Ø 556 PRI & NEUT
S16- 110' 3Ø 1/0 PRI & NEUT
110' 2/3 TXP
S17- 52' 2/3 TPX
S18- 127' 2/3 TPX
S19- 57' 3Ø 1/0 PRIMARY UG
S20- 61' 3Ø 1/0 PRIMARY UG

P16 55/3 6' 2QCP50
56' FROM CL
STA: 23+59'
OK PER POLE FOREMAN
I: 55/3
I: 10'/8' FBG X-ARM 3Ø DBL CKT DE
PER SPEC: 03.13-175
I: 10' FBG X-ARM 3Ø DE BUCK (CIRCUIT: 02821208)
PER SPEC: 03.11-119
I: 3Ø DE ON TOP X-ARM
(CIRCUIT: 02821209)
I: DBL SGUY TO P17
I: DBL DGUY (15' GL)
LARGE ANCHOR
I: DBL DGUY (11' GL)
LARGE ANCHOR
I: FIBER DDE
I: FIBER TL

P17 55/3 2QCP51
48' FROM CL
STA: 22+12'
OK PER POLE FOREMAN
I: 55/3
I: 8' WD X-ARM 3Ø TL
PER SPEC: 03.11-103
I: 10' FBG X-ARM 3Ø DE TAP
PER SPEC: 03.11-133
I: 3Ø 125E FUSES
I: AØ 25KVA TX
I: (3) 2/3 TPX TO (P20, P21, P13)
I: DBL SGUY FROM P16
I: SIDEWALK GUY (8' GL)
LARGE ANCHOR
I: DBL DGUY (20' GL)
LARGE ANCHOR
I: SGL DGUY (10' GL)
I: FIBER TL

P18 45/4 2QCP52
44' FROM CL
STA: 21+57'
I: 45/4
I: 10' WD X-ARM 3Ø TL
PER SPEC: 03.11-103
I: 8' WD X-ARM 3Ø PRI DIP
I: 3Ø 1/0 PRIMARY IN 4" RISER
I: 3Ø 140K FUSES
I: FIBER TL

P19 45/4 2QCP53
42' FROM CL
STA: 21+28'
I: 45/4
I: 10' WD X-ARM 3Ø TL
PER SPEC: 03.11-103
I: 8' WD X-ARM 3Ø PRI DIP
I: 3Ø 1/0 PRIMARY IN 4" RISER
I: 3Ø 140K FUSES
I: FIBER TL

P20 DEMAND POINT
R: 2/3 TPX FROM P3
I: 2/3 TPX FROM P17

P21 30/6
POLE EXISTING
35' FROM CL
STA: 44+76'
R: 2/3 TPX FROM P3
I: 2/3 TPX FROM P17

P22 SPLICE PIT
51' FROM CL
STA: 20+99'
I: 3Ø 1/0 PRIMARY SPLICE PIT

P23 SPLICE PIT
51' FROM CL
STA: 20+68'
I: 3Ø 1/0 PRIMARY SPLICE PIT

2095 SC-86
SHEET 1

Work Order Number	57195423
Customer/Contact	DAMIAN ALANIZ
Contact Phone	817-602-7916
Job Site Address	2110 SC-86
City	PIEDMONT
County	ANDERSON
State, Zip	SC, 29673
Circuit ID	02821208, 02821209
Primary Voltage	12.47/7.2kV
Permit Required	Yes X No
Permit Type/No.	ENCROACHMENT
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	10/28/2025

DUKE ENERGY.
Sheet 1 OF 3
Scale = 1"=40'

SAFETYFirst
▷ PERSONAL ACCOUNTABILITY
▷ ACTIVE CARING
▷ HAZARD RECOGNITION

USP: SUBSTATION WRENN RET 1543
USP: FAC ID: 32693771
USP:
USP: CIRCUIT ID: 02821209
USP: ADDRESS: 1878 SC-86, PIEDMONT, SC 29673

Safety Reminders / Adverse Conditions

?: WEAR PROPER PPE
?: CIRCLE OF SAFETY
?: FLAGGING REQUIRED
?:

Work Zone General Comments:
HEAVY TRAFFIC ZONE

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

P6 50/3 1WDT58 53°
POLE EXISTING
36' FROM CL
STA: 15+49'
OK PER POLE FOREMAN
R: 3Ø DE
R: DBL DGUY
R: SGL DGUY
I: 3Ø DE
I: DBL DGUY (29' GL)
LARGE ANCHOR
I: SGL DGUY (22' GL)

P7 45/4 1WDT59
R: 45/4
R: 8' WD X-ARM 3Ø TL
R: FIBER TL

P8 45/4 1WDT60
R: 45/4
R: 8' WD X-ARM 3Ø TL
R: FIBER TL

P9 45/4 1WDT61
POLE EXISTING
23' FROM CL
STA: 10-37'
R: 8' WD X-ARM 3Ø TL
I: 8' WD X-ARM 3Ø TL

P24 45/4 6° 2QCP54
33' FROM CL
STA: 14+20
OK PER POLE FOREMAN
I: 45/4
I: 8' WD X-ARM 3Ø TL
PER SPEC: 03.11-107
I: SIDEWALK GUY (8' GL)
I: FIBER TL

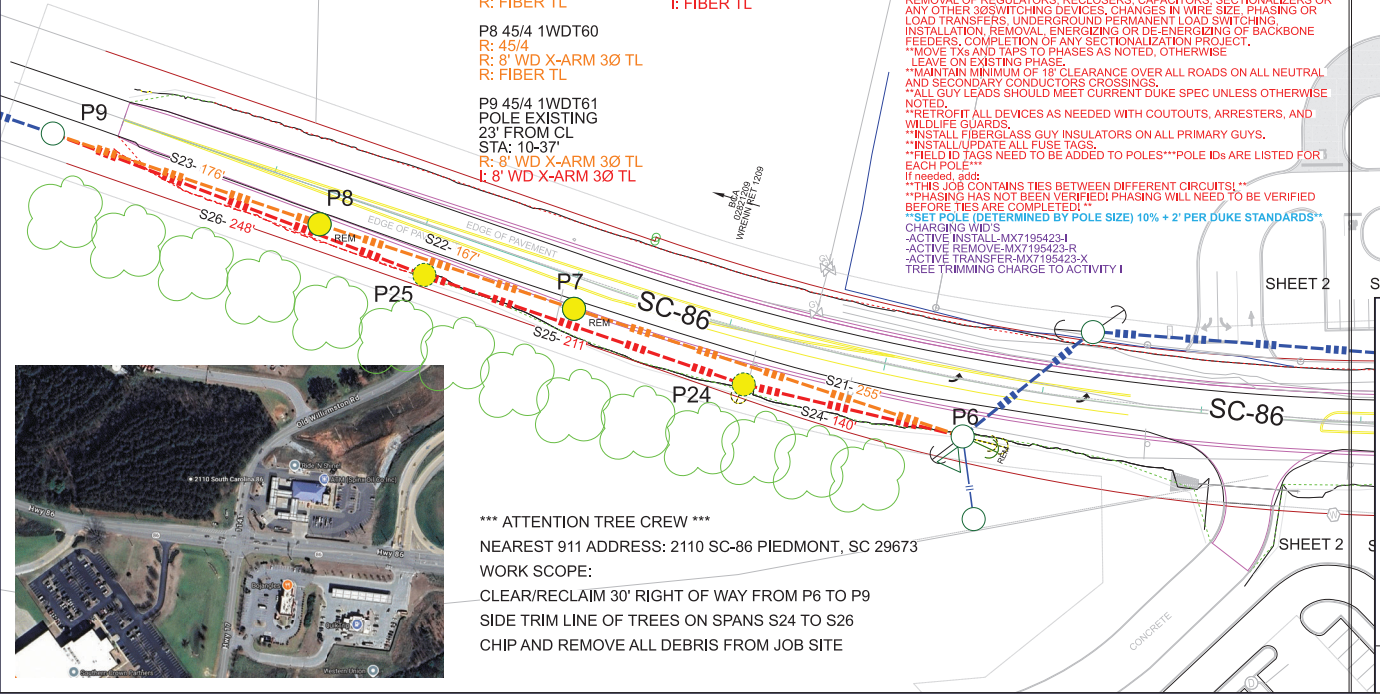
P25 45/4 2QCP55
30' FROM CL
STA: 12+12'
I: 45/4
I: 8' WD X-ARM 3Ø TL
PER SPEC: 03.11-103
I: FIBER TL

CONSTRUCTION NOTES:
REMOVE
S21- 255' 3Ø 556 PRI & NEUT
S22- 167' 3Ø 556 PRI & NEUT
S23- 176' 3Ø 556 PRI & NEUT

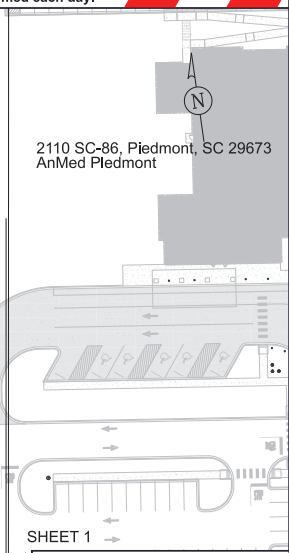
INSTALL
S24- 140' 3Ø 556 PRI & NEUT
S25- 211' 3Ø 556 PRI & NEUT
S26- 248' 3Ø 556 PRI & NEUT

PROJECT SCOPE: RELOCATE DUKE FACILITIES DUE TO ROAD EXPANSION ON SC-86

ATTENTION
THIS JOB CONTAINS PRIORITY POSTINGS
FOLLOW GIS PRIORITY POSTING PROCESSES FOR FIELD TECHS. RADIO THE DISPATCHER IMMEDIATLY AFTER NEW INSTALLATION, RELOCATION OR REMOVAL OF REGULATORS, RECLOSERS, CAPACITORS, SECTIONALIZERS OR ANY OTHER 3ØSWITCHING DEVICES, CHANGES IN WIRE SIZE, PHASING OR LOAD TRANSFERS, UNDERGROUND PERMANENT LOAD SWITCHING, INSTALLATION, REMOVAL, ENERGIZING OR DE-ENERGIZING OF BACKBONE FEEDERS, COMPLETION OF ANY SECTIONALIZATION PROJECT.
**MOVE TXs AND TAPS TO PHASES AS NOTED, OTHERWISE LEAVE ON EXISTING PHASE.
**MAINTAIN MINIMUM OF 18' CLEARANCE OVER ALL ROADS ON ALL NEUTRAL AND SECONDARY CONDUCTORS CROSSINGS.
**ALL GUY LEADS SHOULD MEET CURRENT DUKE SPEC UNLESS OTHERWISE NOTED.
**RETROFIT ALL DEVICES AS NEEDED WITH COUTOUTS, ARRESTERS, AND WILDLIFE GUARDS.
**INSTALL FIBERGLASS GUY INSULATORS ON ALL PRIMARY GUYS.
**INSTALL/UPDATE ALL FUSE TAGS.
FIELD ID TAGS NEED TO BE ADDED TO POLES*POLE IDs ARE LISTED FOR EACH POLE***
If needed, addt:
**THIS JOB CONTAINS TIES BETWEEN DIFFERENT CIRCUITS! **
**PHASING HAS NOT BEEN VERIFIED! PHASING WILL NEED TO BE VERIFIED BEFORE TIES ARE COMPLETED! **
SET POLE (DETERMINED BY POLE SIZE) 10% + 2' PER DUKE STANDARDS
CHARGING WID'S
-ACTIVE INSTALL-MX7195423-I
-ACTIVE REMOVE-MX7195423-R
-ACTIVE TRANSFER-MX7195423-X
TREE TRIMMING CHARGE TO ACTIVITY I



*** ATTENTION TREE CREW ***
NEAREST 911 ADDRESS: 2110 SC-86 PIEDMONT, SC 29673
WORK SCOPE:
CLEAR/RECLAIM 30' RIGHT OF WAY FROM P6 TO P9
SIDE TRIM LINE OF TREES ON SPANS S24 TO S26
CHIP AND REMOVE ALL DEBRIS FROM JOB SITE



Work Order Number	57195423
Customer/Contact	DAMIAN ALANIZ
Contact Phone	817-602-7916
Job Site Address	2110 SC-86
City	PIEDMONT
County	ANDERSON
State, Zip	SC, 29673
Circuit ID	02821209
Primary Voltage	12.47/7.2kV
Permit Required	Yes X No
Permit Type/No.	ENCROACHMENT
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	10/28/2025

DUKE ENERGY.
Sheet 2 OF 3
Scale = 1"=30'

SAFETYFirst
▷ PERSONAL ACCOUNTABILITY
▷ ACTIVE CARING
▷ HAZARD RECOGNITION

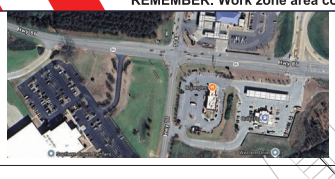
USP:
USP: SUBSTATION WRENN RET 1543
USP: FAC ID: 32693771
USP: CIRCUIT ID: 02821208
USP: ADDRESS: 1878 SC-86, PIEDMONT SC 29673

Safety Reminders / Adverse Conditions

?: WEAR PROPER PPE
?: CIRCLE OF SAFETY
?: FLAGGING REQUIRED
?:

Work Zone General Comments:
HEAVY TRAFFIC ZONE

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



AND SECONDARY CONDUCTORS CROSSINGS.
**ALL GUY LEADS SHOULD MEET CURRENT DUKE SPEC UNLESS OTHERWISE NOTED.
**RETROFIT ALL DEVICES AS NEEDED WITH COUTOUTS, ARRESTERS, AND WILDLIFE GUARDS.
**INSTALL FIBERGLASS GUY INSULATORS ON ALL PRIMARY GUYS.
**INSTALL/UPDATE ALL FUSE TAGS.
FIELD ID TAGS NEED TO BE ADDED TO POLES*POLE IDs ARE LISTED FOR EACH POLE***
If needed, add:
**THIS JOB CONTAINS TIES BETWEEN DIFFERENT CIRCUITS! **
**PHASING HAS NOT BEEN VERIFIED! PHASING WILL NEED TO BE VERIFIED BEFORE TIES ARE COMPLETED! **
SET POLE (DETERMINED BY POLE SIZE) 10% + 2' PER DUKE STANDARDS
CHARGING WID'S:
-ACTIVE INSTALL-MX7195423-I
-ACTIVE REMOVE-MX7195423-R
-ACTIVE TRANSFER-MX7195423-X
TREE TRIMMING CHARGE TO ACTIVITY I

I: AØ 25KVA TX
I: (3) 2/3 TPX TO (P20, P21, P13)
I: DBL SGUY FROM P16
I: SIDEWALK GUY (8' GL)
LARGE ANCHOR
I: DBL DGUY (20' GL)
LARGE ANCHOR
I: SGL DGUY (10' GL)
I: FIBER TL

2095 SC-86

SHEET 1

SHEET 3

P22 SPLICE PIT
51' FROM CL
STA: 20+99'
I: 3Ø 1/0 PRIMARY SPLICE PIT

P23 SPLICE PIT
51' FROM CL
STA: 20+68'
I: 3Ø 1/0 PRIMARY SPLICE PIT

STA: 44+76'
R: 2/3 TPX FROM P3
I: 2/3 TPX FROM P17

PROJECT SCOPE:
REPLACE DOWN GUY WITH SHORTER LENGTH TO AVOID DITCH AND GRADING

ATTENTION
THIS JOB CONTAINS PRIORITY POSTINGS
FOLLOW GIS PRIORITY POSTING PROCESSES FOR FIELD TECHS. RADIO THE DISPATCHER IMMEDIATLY AFTER NEW INSTALLATION, RELOCATION OR REMOVAL OF REGULATORS, RECLOSERS, CAPACITORS, SECTIONALIZERS OR ANY OTHER 3OSWITCHING DEVICES. CHANGES IN WIRE SIZE, PHASING OR LOAD TRANSFERS, UNDERGROUND PERMANENT LOAD SWITCHING, INSTALLATION, REMOVAL, ENERGIZING OR DE-ENERGIZING OF BACKBONE FEEDERS, COMPLETION OF ANY SECTIONALIZATION PROJECT.
**MOVE TXs AND TAPS TO PHASES AS NOTED, OTHERWISE LEAVE ON EXISTING PHASE.
**MAINTAIN MINIMUM OF 18' CLEARANCE OVER ALL ROADS ON ALL NEUTRAL AND SECONDARY CONDUCTORS CROSSINGS.
**ALL GUY LEADS SHOULD MEET CURRENT DUKE SPEC UNLESS OTHERWISE NOTED.
**RETROFIT ALL DEVICES AS NEEDED WITH COUTOUTS, ARRESTERS, AND WILDLIFE GUARDS.
**INSTALL FIBERGLASS GUY INSULATORS ON ALL PRIMARY GUYS.
**INSTALL/UPDATE ALL FUSE TAGS.
FIELD ID TAGS NEED TO BE ADDED TO POLES*POLE IDs ARE LISTED FOR EACH POLE***
If needed, add:
**THIS JOB CONTAINS TIES BETWEEN DIFFERENT CIRCUITS! **
**PHASING HAS NOT BEEN VERIFIED! PHASING WILL NEED TO BE VERIFIED BEFORE TIES ARE COMPLETED! **
SET POLE (DETERMINED BY POLE SIZE) 10% + 2' PER DUKE STANDARDS
CHARGING WID'S:
-ACTIVE INSTALL-MX7195423-I
-ACTIVE REMOVE-MX7195423-R
-ACTIVE TRANSFER-MX7195423-X
TREE TRIMMING CHARGE TO ACTIVITY I

P26 45/4
POLE EXISTING
51' FROM CL
STA: 20+68'
R: 8' DBL WD X-ARM 3Ø DDE
R: DBL DGUY
I: 10' FBG X-ARM 3Ø DDE
I: DBL DGUY 8' GL
LRG ANCHOR

P26

HWY 17

FRONTAGE RD

CONSTRUCTION NOTES:
INSTALL SHORTER DOWN GUY OUT OF DITCH



Work Order Number	57195423
MAIN CONTACT	DAMIAN ALANIZ
Contact Phone	817-602-7916
Job Site Address	2095 SC-86
City	PIEDMONT
County	ANDERSON
State, Zip	SC, 29673
Circuit ID	02821208
Primary Voltage	12.47/7.2 KV
Permit Required	Yes X No ___
Permit Type/No.	ENCROACHMENT
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	10/28/2025

DUKE ENERGY.

Sheet 3 OF 3
Scale = 1"=40'

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

Mail/Email/Fax to:
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
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:
   Starr Fire Department
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $ 2000.00
3. The purpose for which the funds are being requested:
   To help offset cost of July 4th Celebration
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: Gregg Campbell Chief
   Mailing Address: PO Box 373 Starr S.C. 29684
   Phone Number: 864-934-8421
   Email: turnercamp@wctel.net
6. Statement as to whether the entity will be providing matching funds:
   Starr Fire Dept. will cover the rest of the costs

I certify that the forgoing 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	Print Name	Date
[signature]	Gregg D. Campbell	May 31 2026

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 4 and 6

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:
   Three and Twenty Fire Department
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $ 500 District 4 $ 500 District 6
3. The purpose for which the funds are being requested:
   Community Event festival
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:
   Mailing Address:
   Phone Number:
   Email:
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.

Signature	Keith Johnson	6-1-2026
Signature	Print Name	Date

Anderson County Building & Codes
Monthly Activity Report
May-26

Total Number Permit Transactions:	1011
New Single Family:	98
New Multi-Family:	18
Residential Additions/Upgrades:	31
Garages/Barns/Storage:	20
New Manufactured Homes:	19
New Commercial:	4
Commercial Upfits/Upgrades:	8

Inspection Activity:

Citizens Inquiries:	(Includes Updating Sub-Standard Cases)
(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)	
Number of Inspections Performed:	809
Courtesy, Site and Miscellaneous Inspections:	

Reviews/Misc. Activity:

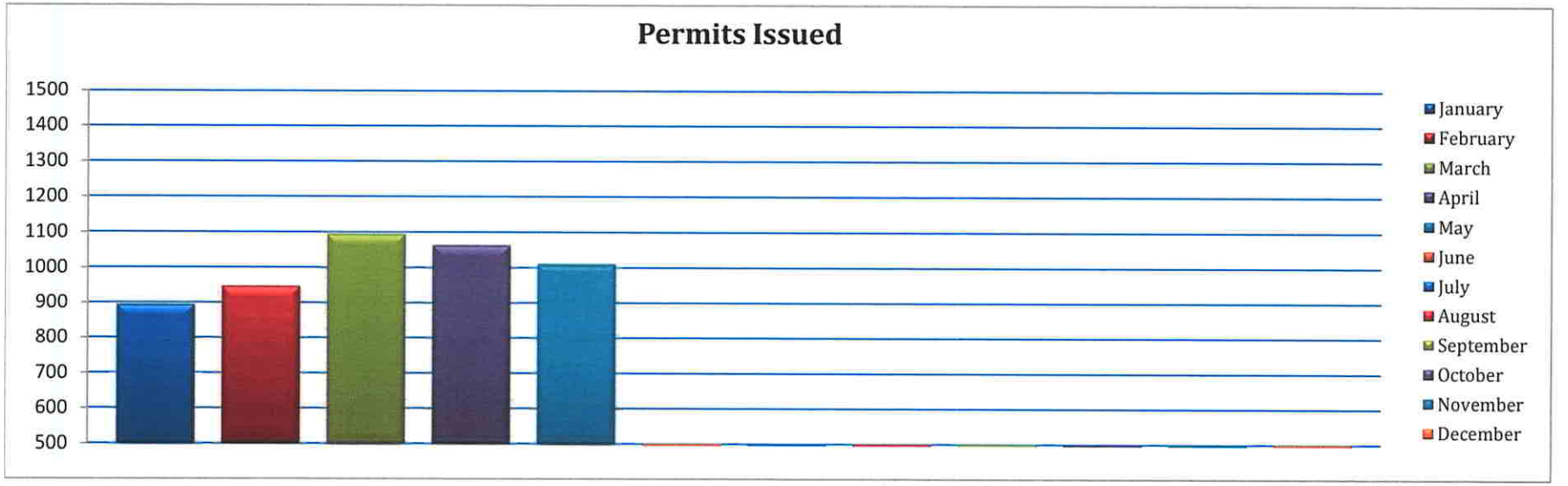
Plans Submitted for Review:	41 (Includes preliminary consultations, resubmittals and solar)
New Derelict Manufactured Home Cases:	0
Hearings:	
Court Cases:	0

Revenue Collected:

Reinspection Fees Collected:	*$3,050.00*
Plan Review Revenue:	$ 35,666.52
Total Revenue For The Month:	$270,012.15

Anderson County Building & Codes
Permits Issued for 2026

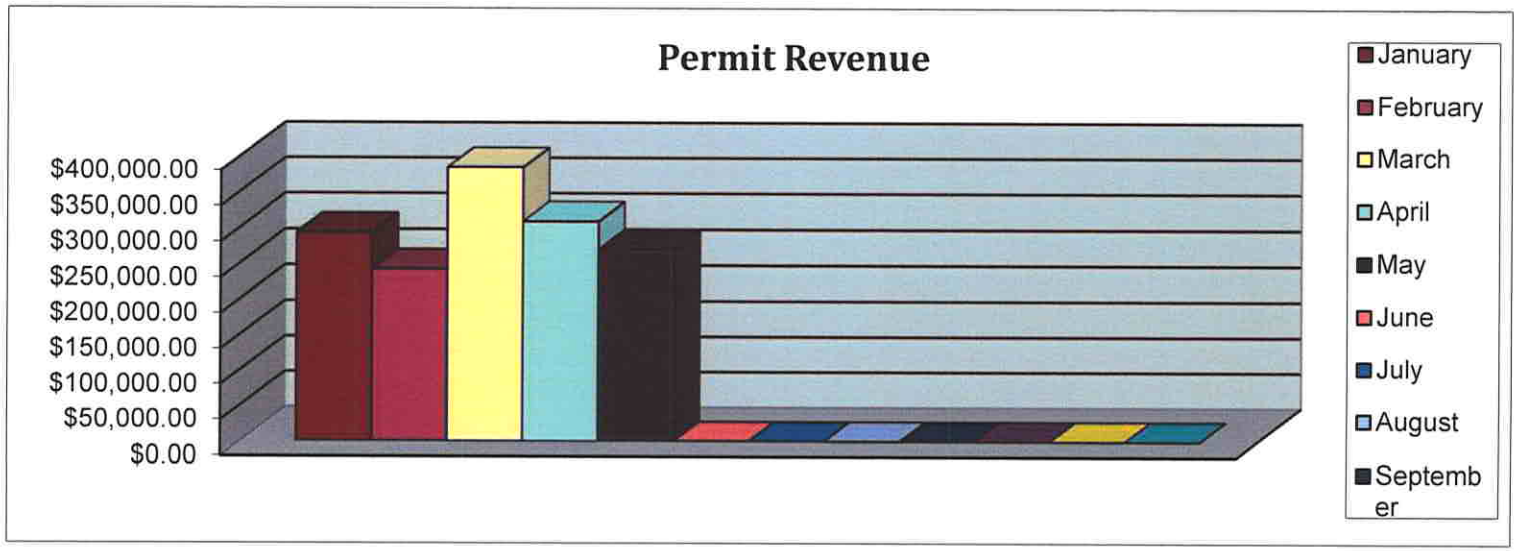
Month	Building	Electrical	Plumbing	HVAC	MH	Misc.	Total
January	221	244	131	150	79	69	894
February	214	262	124	171	103	73	947
March	282	284	152	179	103	95	1095
April	261	288	135	190	101	89	1064
May	242	270	156	166	75	102	1011
June							0
July							0
August							0
September							0
October							0
November							0
December							0
Total	1220	1348	698	856	461	428	5011



Anderson County Building & Codes

Permit Revenue for 2026

Month	Building	Electrical	Plumbing	HVAC	MH	Misc.	Total
January	$154,926.24	$47,270.43	$15,926.00	$20,399.18	$4,806.00	$49,917.52	**$293,245.37**
February	$130,712.14	$41,335.60	$16,610.00	$23,870.86	$8,699.00	$21,128.98	**$242,356.58**
March	$234,885.09	$31,291.52	$18,539.00	$31,174.41	$7,199.00	$61,363.59	**$384,452.61**
April	$160,984.36	$39,410.39	$16,388.00	$64,923.69	$8,203.00	$18,716.27	**$308,625.71**
May	$152,130.37	$31,485.18	$18,932.00	$22,178.08	$6,570.00	$38,716.52	**$270,012.15**
June							**$0.00**
July							**$0.00**
August							**$0.00**
September							**$0.00**
October							**$0.00**
November							**$0.00**
December							**$0.00**
Total	$833,638.20	$190,793.12	$86,395.00	$162,546.22	$35,477.00	$189,842.88	**$1,498,692.42**



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: **May-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. (a)	PRIVATELY OWNED Number of Buildings (b)	PRIVATELY OWNED Number of Housing Units (c)	PRIVATELY OWNED Valuation of Construction *Omit cents* (d)	PUBLICLY OWNED Number of Buildings (e)	PUBLICLY OWNED Number of Housing Units (f)	PUBLICLY OWNED Valuation of Construction *Omit cents* (g)
Single-Family houses, **detached** *Exlude mobile homes*	101	98		$22,153,315			
Single-family houses, **attached** - *Separated by ground to roof wall,* - *No unites above or below, and* - *Separate heating systems & utility meters*	102	16		$2,122,015			
Two-family buildings	103	2		$450,000			
Three-and four-family buildings	104						
Five-or-more family buildings	105						
TOTAL: Sum of 101-105	109	116	0	$24,725,330	0	0	$0.00

Section 2 NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No. (a)	PRIVATELY OWNED Number of Buildings (b)	PRIVATELY OWNED Number of Housing Units (c)	PRIVATELY OWNED Valuation of Construction *Omit cents* (d)	PUBLICLY OWNED Number of Buildings (e)	PUBLICLY OWNED Number of Housing Units (f)	PUBLICLY OWNED Valuation of Construction *Omit cents* (g)
Hotels, motels, and tourist cabins *(transient accommodations only)*	213						
Other non-housekeeping shelter	214						

Section 3 NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED Number of Buildings (b)	PRIVATELY OWNED Number of Housing Units (c)	PRIVATELY OWNED Valuation of Construction *Omit cents* (d)	PUBLICLY OWNED Number of Buildings (e)	PUBLICLY OWNED Number of Housing Units (f)	PUBLICLY OWNED Valuation of Construction *Omit cents* (g)
Amusement, social, and recreational	318						
Churches and other religious	319						
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	3		$3,474,034			
Other nonresidential buildings	328	8		$186,157			
Structures other than buildings	329	13		$951,750			

Section 4 ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No (a)	PRIVATELY OWNED Number of Buildings (b)	PRIVATELY OWNED Number of Housing Units (c)	PRIVATELY OWNED Valuation of Construction *Omit cents* (d)	PUBLICLY OWNED Number of Buildings (e)	PUBLICLY OWNED Number of Housing Units (f)	PUBLICLY OWNED Valuation of Construction *Omit cents* (g)
Residential – *Classify additions of garages and carports in Item 438*	434	31		$1,778,727			
Nonresidential and non-housekeeping	437	8		$2,966,600			
Additions of residential garages and carports (attached and detached)	438	12		$1,036,821			

Section 5 DEMOLITIONS AND RAZING OF BUILDINGS	Item No (a)	PRIVATELY OWNED Number of Buildings (b)	PRIVATELY OWNED Number of Housing Units (c)	PRIVATELY OWNED Valuation of Construction *Omit cents*	PUBLICLY OWNED Number of Buildings (e)	PUBLICLY OWNED Number of Housing Units (f)	PUBLICLY OWNED Valuation of Construction *Omit cents*
Single-family houses (attached and detached)	645	11					
Two-family buildings	646						
Three-and four-family buildings	647						
Five-or-more family buildings	648						
All other buildings, structures or mobile homes	649	9					

DISTRICT 1 - SPECIAL PROJECTS
560301 528600
FY Ended June 30, 2026

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	100.00
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(250.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(250.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(500.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(500.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(500.00)
07/15/25	07/22/25	38152	JBECO	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(750.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(750.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(500.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(500.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(1,500.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(1,500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(750.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(250.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(750.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/07/25	10/15/25	40732	YMCA of Anderson	(3,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(1,500.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(700.00)
11/04/25	11/19/25	41470	First Light	(750.00)
11/04/25	11/19/25	41649	United Negro College Fund	(750.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(500.00)
11/18/25	11/26/25	41799	New Foundations for Children	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(2,000.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(500.00)
01/20/26	01/29/26	43267	Palmetto Knights	(500.00)
02/03/26	02/11/26	43447	Anderson University	(500.00)
02/03/26	02/11/26	43538	Just Jeanie Media Foundation Inc.	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(750.00)
03/03/26	03/11/26	44440	Men at Work	(300.00)
03/17/26	03/24/26	44722	Anderson Arts Center	(500.00)
03/17/26	03/24/26	44877	Zone Services Inc	(500.00)
04/07/26	04/15/26	45319	Common Good	(750.00)
04/21/26	04/29/26	45696	Celebrate Special Families	(300.00)
04/21/26	04/29/26	45733	Foothills Community Foundation	(750.00)
04/21/26	04/29/26	45737	GAMAC	(300.00)
05/05/26	05/13/26	46199	Special Olympics	(500.00)
06/02/26	06/10/26	47013	Jets Track Club	(750.00)
			Ending Balance	10,300.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

	Renee Watts, Clerk to Council	DATE:
Rita Davis	Rita Davis, CFO	DATE: June 10, 2026

DISTRICT 2 - SPECIAL PROJECTS
560302 528600
FY Ended June 30, 2026

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	4,781.69
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(250.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(250.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(500.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(200.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(500.00)
07/15/25	07/22/25	38152	JBECO	(1,000.00)
07/15/25	07/22/25	38240	Zone Services Inc	(2,000.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(250.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(1,000.00)
09/02/25	09/10/25	39424	Anderson Aviation	(1,000.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(200.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(500.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(500.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(1,500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(2,000.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(358.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(1,000.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/07/25	10/15/25	40732	YMCA of Anderson	(1,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(1,000.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(750.00)
11/04/25	11/19/25	41470	First Light	(1,000.00)
11/04/25	11/19/25	41649	United Negro College Fund	(1,500.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(1,000.00)
11/18/25	11/26/25	41799	New Foundations for Children	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(1,500.00)
01/20/26	01/29/26	43163	Anderson Arts Center	(200.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(500.00)
01/20/26	01/29/26	43267	Palmetto Knights	(1,000.00)
02/03/26	02/11/26	43447	Anderson University	(500.00)
02/03/26	02/11/26	43538	Just Jeanie Media Foundation Inc.	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(800.00)
03/03/26	03/11/26	44440	Men at Work	(500.00)
03/17/26	03/24/26	44722	Anderson Arts Center	(500.00)
03/17/26	03/24/26	44877	Zone Services Inc	(500.00)
04/07/26	04/15/26	45319	Common Good	(1,000.00)
04/21/26	04/29/26	45696	Celebrate Special Families	(500.00)
04/21/26	04/29/26	45733	Foothills Community Foundation	(1,000.00)
04/21/26	04/29/26	45737	GAMAC	(300.00)
05/05/26	05/13/26	46199	Special Olympics	(500.00)
04/07/26	04/15/26	45424	SC HBCU	(1,500.00)
04/21/26	04/29/26	45824	SC State University	(1,000.00)
06/02/26	06/10/26	47013	Jets Track Club	(1,500.00)
			Ending Balance	9,273.69

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council — DATE:

Rita Davis
Rita Davis, CFO — DATE: June 10, 2026

DISTRICT 3 - SPECIAL PROJECTS
560303 528600
FY Ended June 30, 2026

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	4,691.89
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(1,000.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(1,000.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(500.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(250.00)
07/15/25	07/22/25	38088	Belton Area Museum Association	(1,000.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(250.00)
07/15/25	07/22/25	38152	JBECO	(750.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(750.00)
09/02/25	09/10/25	39424	Anderson Aviation	(500.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(1,500.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(700.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(500.00)
09/16/25	09/24/25	39875	Belton Center for the Arts	(500.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(750.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(500.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(500.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(750.00)
10/21/25	10/29/25	41039	Iva Recreation Association	(850.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(500.00)
11/04/25	11/19/25	41470	First Light	(500.00)
11/04/25	11/19/25	41649	United Negro College Fund	(500.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(250.00)
11/18/25	11/26/25	41799	New Foundations for Children	(250.00)
11/18/25	11/26/25	41747	Friends of Broadway Lake	(250.00)
12/16/25	01/07/26	42564	Crescent Elite Shooters	(1,000.00)
12/16/25	01/07/26	42609	Hejaz Shrine Circus	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(500.00)
01/06/26	01/14/26	42924	SC State Chili Cook Off	(3,000.00)
01/20/26	01/29/26	43163	Anderson Arts Center	(500.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(500.00)
01/20/26	01/29/26	43267	Palmetto Knights	(500.00)
02/03/26	02/11/26	43447	Anderson University	(750.00)
02/03/26	02/11/26	43538	Just Jeanie Media Foundation Inc.	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(750.00)
03/03/26	03/11/26	44440	Men at Work	(300.00)
03/17/26	03/24/26	44722	Anderson Arts Center	(500.00)
03/17/26	03/24/26	44877	Zone Services Inc	(500.00)
04/07/26	04/15/26	45319	Common Good	(1,000.00)
04/21/26	04/29/26	45696	Celebrate Special Families	(300.00)
04/21/26	04/29/26	45733	Foothills Community Foundation	(300.00)
04/21/26	04/29/26	45737	GAMAC	(300.00)
05/05/26	05/13/26	46199	Special Olympics	(500.00)
06/02/26	06/10/26	47013	Jets Track Club	(250.00)
05/19/26	05/27/26	46453	American Legion Post #44	(5,000.00)
			Ending Balance	9,241.89

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council — DATE:

Rita Davis
Rita Davis, CFO — DATE: June 10, 2026

DISTRICT 4 - SPECIAL PROJECTS
560304 528600
FY Ended June 30, 2026

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	5,449.99
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(500.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(500.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(200.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(200.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(200.00)
07/15/25	07/22/25	38152	JBECO	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(700.00)
08/05/25	08/13/25	38644	CESA	(3,500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(500.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,000.00)
08/05/25	08/13/25	38828	Wetside Community Center	(500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(500.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(200.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(1,500.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(600.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(1,500.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(300.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(1,000.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/07/25	10/15/25	40732	YMCA of Anderson	(1,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(2,500.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(500.00)
11/04/25	11/19/25	41470	First Light	(500.00)
11/04/25	11/19/25	41649	United Negro College Fund	(500.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(500.00)
11/18/25	11/26/25	41799	New Foundations for Children	(200.00)
01/06/26	01/14/26	42884	Renaissance Academy	(1,000.00)
01/20/26	01/29/26	43163	Anderson Arts Center	(250.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(358.00)
01/20/26	01/29/26	43267	Palmetto Knights	(2,000.00)
02/03/26	02/11/26	43447	Anderson University	(500.00)
02/03/26	02/11/26	43538	Just Jeanie Media Foundation Inc.	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(700.00)
02/17/26	02/18/26	43705	Lake Hartwell Partners for Clean Water	(2,604.42)
04/21/26	04/29/26	45696	Celebrate Special Families	(300.00)
04/21/26	04/29/26	45733	Foothills Community Foundation	(300.00)
04/21/26	04/29/26	45737	GAMAC	(300.00)
05/05/26	05/13/26	46199	Special Olympics	(500.00)
06/02/26	06/10/26	47013	Jets Track Club	(700.00)
			Ending Balance	14,087.57

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

	Renee Watts, Clerk to Council	DATE:
Rita Davis	Rita Davis, CFO	DATE: June 10, 2026

DISTRICT 5 - SPECIAL PROJECTS
560305 528600
FY Ended June 30, 2026

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	46,016.15
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(750.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(750.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(300.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(500.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(250.00)
07/15/25	07/22/25	38152	JBECO	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(1,000.00)
08/05/25	08/13/25	38641	Bulldog Fishing	(500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(4,500.00)
08/05/25	08/13/25	38828	Wetside Community Center	(500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(1,000.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(250.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(500.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(2,000.00)
09/16/25	09/24/25	39859	Anderson County Convention & Visitors Bureau-Jackie Seawall Junior Golf Team	(1,900.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(500.00)
10/07/25	10/15/25	40606	Foothills Community Health Care	(1,500.00)
10/07/25	10/15/25	40696	Shock City Jeep Club	(800.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(1,000.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(500.00)
10/07/25	10/15/25	40732	YMCA of Anderson	(1,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(1,000.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(500.00)
11/04/25	11/19/25	41470	First Light	(500.00)
11/04/25	11/19/25	41649	United Negro College Fund	(1,000.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(1,000.00)
12/16/25	01/07/26	42609	Hejaz Shrine Circus	(500.00)
01/06/26	01/14/26	42884	Renaissance Academy	(1,000.00)
01/20/26	01/29/26	43237	Junior League of Anderson	(700.00)
01/20/26	01/29/26	43267	Palmetto Knights	(1,000.00)
02/03/26	02/11/26	43447	Anderson University	(500.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(1,000.00)
03/03/26	03/11/26	44440	Men at Work	(300.00)
02/17/26	02/18/26	43705	Lake Hartwell Partners for Clean Water	(2,604.42)
03/17/26	03/24/26	44722	Anderson Arts Center	(500.00)
03/17/26	03/24/26	44877	Zone Services Inc	(500.00)
04/07/26	04/15/26	45319	Common Good	(500.00)
04/21/26	04/29/26	45696	Celebrate Special Families	(300.00)
04/21/26	04/29/26	45733	Foothills Community Foundation	(500.00)
04/21/26	04/29/26	45737	GAMAC	(300.00)
05/05/26	05/13/26	46199	Special Olympics	(500.00)
06/02/26	06/10/26	47013	Jets Track Club	(500.00)
			Ending Balance	50,111.73

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council — DATE:

Rita Davis
Rita Davis, CFO — DATE: June 10, 2026

DISTRICT 6 - SPECIAL PROJECTS
560306 528600
FY Ended June 30, 2026

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	24,020.45
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(250.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(250.00)
07/15/25	07/22/25	38075	Anderson County Foster Parent Association	(200.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(200.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(200.00)
07/15/25	07/22/25	38152	JBECO	(200.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38644	CESA	(3,500.00)
08/05/25	08/13/25	38764	Piedmont Historical	(2,000.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(1,500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(500.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(500.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(700.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(700.00)
10/07/25	10/15/25	40574	Connect Powdersville	(7,500.00)
10/07/25	10/15/25	40674	PLAY	(5,000.00)
10/07/25	10/15/25	40703	South Main Chapel & Mercy Center	(1,000.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(750.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(500.00)
11/04/25	11/19/25	41470	First Light	(500.00)
11/04/25	11/19/25	41649	United Negro College Fund	(500.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(250.00)
11/18/25	11/26/25	41799	New Foundations for Children	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(1,000.00)
03/03/26	03/11/26	44440	Men at Work	(300.00)
03/03/26	03/11/26	44456	Powdersville YMCA	(2,500.00)
04/07/26	04/15/26	45319	Common Good	(500.00)
04/07/26	04/15/26	45400	Piedmont Village Christmas Lights	(2,000.00)
04/21/26	04/29/26	45696	Celebrate Special Families	(300.00)
04/21/26	04/29/26	45737	GAMAC	(300.00)
05/05/26	05/13/26	46199	Special Olympics	(1,000.00)
05/19/26	05/27/26	46552	Powdersville Fire Department	(1,000.00)
			Ending Balance	27,920.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council — DATE:

Rita Davis
Rita Davis, CFO — DATE: June 10, 2026

DISTRICT 7 - SPECIAL PROJECTS
560307 528600
FY Ended June 30, 2026

Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
			Budget 2025 - 2026	40,000.00
			Balance Brought Forward	0.00
07/15/25	07/17/25	38062	Iva Recreation Association-10 & Under	(125.00)
07/15/25	07/17/25	38063	Iva Recreation Association-12 & Under	(125.00)
07/15/25	07/22/25	38077	Anderson Free Clinic Inc	(2,000.00)
07/15/25	07/22/25	38098	Celebrate Special Families	(500.00)
07/15/25	07/22/25	38240	Zone Services Inc	(250.00)
08/05/25	08/13/25	38764	Piedmont Historical	(200.00)
08/05/25	08/13/25	38807	Town of Honea Path	(5,000.00)
08/05/25	08/13/25	38808	Town of Pelzer	(5,000.00)
08/05/25	08/13/25	38810	Town of West Pelzer	(5,000.00)
08/05/25	08/13/25	38811	Town of Williamston	(5,000.00)
08/05/25	08/13/25	38823	Vets Helping Vets	(500.00)
08/05/25	08/13/25	38828	Wetside Community Center	(200.00)
08/05/25	08/13/25	38647	Cheddar Youth Center	(3,500.00)
09/02/25	09/10/25	39424	Anderson Aviation	(250.00)
09/02/25	09/10/25	39439	Belton American Legion Post 51	(250.00)
09/02/25	09/10/25	39451	Caroline Community Center	(5,000.00)
09/16/25	09/24/25	39854	Anchored in His Grace Ministry	(250.00)
09/16/25	09/24/25	39858	Anderson County Chapter of SC Genealogical Society	(250.00)
10/07/25	10/15/25	40539	Anderson Voices for Animals	(250.00)
10/07/25	10/15/25	40716	United Way of Anderson County-Leadership Anderson Class 40	(250.00)
10/21/25	10/29/25	41119	United Way of Anderson County-AOP Clubhouse	(500.00)
11/04/25	11/19/25	41466	Family Promise of Anderson County	(250.00)
11/04/25	11/19/25	41470	First Light	(250.00)
11/04/25	11/19/25	41649	United Negro College Fund	(250.00)
11/18/25	11/26/25	41686	Anderson Chapter National Federation of the Blind	(250.00)
01/06/26	01/14/26	42884	Renaissance Academy	(500.00)
02/03/26	02/11/26	43447	Anderson University	(250.00)
02/03/26	02/11/26	43610	The Lot Project Inc.	(500.00)
04/07/26	04/15/26	45457	Williamston Cemetery Committee	(1,000.00)
04/21/26	04/29/26	45696	Celebrate Special Families	(500.00)
04/21/26	04/29/26	45737	GAMAC	(250.00)
05/05/26	05/13/26	46219	Watkins Community Center	(1,500.00)
			Ending Balance	100.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council — DATE:

Rita Davis
Rita Davis, CFO — DATE: June 10, 2026