AGENDA
Special Presentation Meeting
Tuesday, July 21, 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. 2026-039: A Resolution honoring Mrs. Ernestine Oliver Woolridge on the occasion of her One Hundredth Birthday and recognizing her lifetime of service to education, church, and community.

Hon. Glenn Davis

b. PROCLAMATION: A Proclamation recognizing the 36th Anniversary of the Americans with Disabilities Act.

All Council

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, July 21, 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. Jimmy Davis

3. APPROVAL OF MINUTES June 16, 2026, June 29, 2026

Tommy Dunn Chairman, District Five
Chris N. Sullivan District One
Greg Elgin District Three
M. Cindy Wilson District Seven
Brett Sanders V. Chairman, District Four
Glenn Davis District Two
Jimmy Davis District Six
Renee Watts Clerk to Council
Rusty Burns County Administrator
PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

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

5. ORDINANCE THIRD 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. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jordan Thayer (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. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jordan Thayer (allotted 5 minutes)

c. 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. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jordan Thayer (allotted 5 minutes)

d. 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. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

e. 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. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jimmy Davis (allotted 5 minutes)

f. 2026-035: An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and among Anderson County, South Carolina, International Vitamin Corporation, and Nutra Manufacturing, LLC with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. [Project Health] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

g. 2026-036: An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and among Anderson County, South Carolina, RES South Carolina Holdings, LLC, and Arthrex Manufacturing, Inc. 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] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burris Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING:

a. 2026-037: An Ordinance imposing a moratorium on the acceptance, processing, or approval of development applications for data centers and all other land use or development approvals for data centers; and other matters related thereto.

Mr. Jimmy Davis (allotted 5 minutes)

7. ORDINANCE FIRST READING:

a. 2026-042: An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

b. 2026-043: An Ordinance to amend Article V of Chapter 18 of the Code of Ordinances of Anderson County, South Carolina, so as to realign the Anderson County Hazardous Materials Team; to establish a full-time Hazardous Materials Program Manager position; to provide for reporting structure and funding; and to provide for other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

c. 2026-044: An Ordinance imposing a moratorium on the acceptance, processing, or approval of special exception permits; and other matters related thereto.

Ms. Cindy Wilson (allotted 5 minutes)

8. RESOLUTIONS:

a. 2026-040: A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Health 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, whereby project/company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

Mr. Burriss Nelson (allotted 5 minutes)

b. **2026-041:** A Resolution to consent to the annexation of property from Anderson County to Pickens County; and other matters related thereto. [District 4]

Mr. Jordan Thayer (allotted 5 minutes)

9. EXECUTIVE SESSION:

a. Receipt of legal advice subject to the attorney client privilege regarding the Planning Commission appeal involving Falcon Real Estate Lending, LLC (Lake Highlands Project in District 4)

b. Action following executive session

10. ACCEPTANCE OF ROAD IMPROVEMENTS TO BROOKLYN STREET (C-15-0051A)

Mr. Jonathan Fox

11. APPROVAL OF MOU BY AND BETWEEN ANDERSON COUNTY AND PEACHTREE ENTERTAINMENT

Mr. Rusty Burns

12. APPROVAL OF NAMING, ADVERTISING, AND SPONSORSHIP AGREEMENT BY AND BETWEEN ANDERSON COUNTY AND ANMED HEALTH

Mr. Rusty Burns

13. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD ON JULY 10, 2026

Ms. Cindy Wilson (allotted 10 minutes)

14. BID APPROVAL: Mr. Rusty Burns

a. Bid #26-038 Green Pond Landing

b. RFP#26-025 Amphitheater Renovations

15. APPOINTMENTS:

a. Planning Commission-District 4 Mr. Brett Sanders

b. Board of Zoning Appeals-District 1 Mr. Chris Sullivan

16. REQUEST BY COUNCIL:

a. Homeland Park Volunteer Fire Department-Districts 2 and 5
b. Belton American Legion Post 51-All Districts
c. Pendleton Fire Department-District 4
d. Anderson Voices for Animals-All Districts
e. Westside Community Center-All Districts
f. Pendleton Recreation/World Series-All Districts
g. Team South Carolina Star-Iva All Stars-All Districts
h. Vets Helping Vets-District 5

17. ADMINISTRATOR'S REPORT Mr. Rusty Burns

a. Building & Codes Report

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

19. REMARKS FROM COUNCIL

20. 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 2026-039

A RESOLUTION HONORING MRS. ERNESTINE OLIVER WOOLRIDGE ON THE OCCASION OF HER ONE HUNDREDTH BIRTHDAY AND RECOGNIZING HER LIFETIME OF SERVICE TO EDUCATION, CHURCH, AND COMMUNITY.

Whereas Mrs. Ernestine Oliver Woolridge, daughter of the late Lawrence and Mamie Oliver, sister of Mrs. Dorothy Samuels, wife of the late Edward R. Woolridge, and mother of the late Lawrence Woolridge, and one surviving daughter, Dorothy R. Woolridge. Ms. Woolridge was born on July 12, 1926, and has now reached the rare and remarkable milestone of one hundred years of life; and

Whereas Mrs. Woolridge graduated from Reed Street High School, earned her Bachelor of Science in Elementary Education from Allen University in Columbia, South Carolina, pursued additional study at A&T University in Greensboro, North Carolina, and devoted thirty years to the work of education; and

Whereas over the course of her distinguished career, Mrs. Woolridge taught in several segregated and integrated schools. She taught at Westminster Elementary in Westminster, New Deal Elementary in Starr, now Starr-Iva Middle School, Mountain Spring Elementary in Pendleton, and LaFrance Elementary in LaFrance, shaping the lives of countless students through faithful instruction and steady example; and

Whereas Mrs. Woolridge has also given generous service beyond the classroom through the Anderson County Retired Teachers Association Unit II, the National Education Association, AARP, the St. Paul Sunshine Senior program, and other civic and educational associations; and

Whereas at Wilson Calvary Baptist Church, of which she is the oldest active member, Mrs. Woolridge has served with devotion in the Trustee Ministry, the Sunday School BYPU, and the Education Committee, and has long strengthened her church family through humble and steadfast labor;

Now, therefore, be it resolved that Anderson County Council, in a meeting duly assembled this twenty-first day of July 2026, does hereby honor Mrs. Ernestine Oliver Woolridge on the occasion of her one hundredth birthday and extend its heartfelt congratulations, admiration, and best wishes in recognition of her enduring contributions to the children, churches, and communities of Anderson County.

FOR ANDERSON COUNTY**:**

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

ATTEST:

Rusty Burns County Administrator	Renee Watts Clerk to Council

A PROCLAMATION RECOGNIZING THE 36TH ANNIVERSARY OF THE AMERICANS WITH DISABILITIES ACT

WHEREAS, on July 26, 1990, the **Americans with Disabilities Act (ADA)** was signed into law, establishing comprehensive civil rights protections for individuals with disabilities by prohibiting discrimination in employment, education, public services, public accommodations, commercial facilities, transportation, telecommunications, and other essential areas of public life; and

WHEREAS, for thirty-six years, the ADA has expanded opportunities for individuals with disabilities by removing barriers, promoting accessibility, fostering inclusion, and affirming the fundamental principles of equality, independence, and dignity for all Americans; and

WHEREAS, organizations such as Able South Carolina, along with advocates, community leaders, employers, educators, service providers, and countless dedicated partners throughout Anderson County and across the State of South Carolina, work tirelessly to advance the promise and protections embodied in the ADA by empowering individuals with disabilities to participate fully in community life; and

WHEREAS, the 36th Anniversary of the Americans with Disabilities Act provides an opportunity to reaffirm our commitment to the ADA's enduring principles by recognizing the achievements and contributions of individuals with disabilities, promoting equal access and opportunity, and continuing to build a community where every person is valued, respected, and afforded the opportunity to succeed;

NOW, THEREFORE, BE IT PROCLAIMED that the Anderson County Council hereby proclaims **July 26, 2026, as "Americans with Disabilities Act 36th Anniversary Day"** in Anderson County, South Carolina, and encourages all residents to recognize the significance of the Americans with Disabilities Act, celebrate the progress achieved over the past thirty-six years, and renew their commitment to fostering an inclusive and accessible community for all.

PROCLAIMED this 21st day of July 2026.

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 16, 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: ... y'all for coming out. At this time we're going to go to Resolution 2A, 2026-032. Councilman Elgin.

GREG ELGIN: Thank you, Mr. Chairman. It's my honor to read this Resolution into record.

THIS IS 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 post season 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.

Put that in the form of a motion.

THE COURT: Have a motion? Have a second? Ms. Wilson. Any discussion? Councilman Elgin.

GREG ELGIN: Ladies, I just want to thank y'all for being here, first. And for the good job that you did. I also want to thank the parents in the room. I know this is not a, not a -- it's a year-long around thing for everybody, so we know it's just not a couple of months out of the year. It's been all year sometimes, and we appreciate the parents for sticking by y'all and for playing good and coming back.

Now, I went to BHP. My wife went to Crescent. I know y'all beat BHP, but my wife also went to Crescent, so I know about the long story -- I know all about softball from years. And again, as it says in here, y'all are carrying on a long tradition of softball and winning this year.

I just want to say I appreciate all of y'all, appreciate your hard work. Parents, coaches, everybody in our community, appreciate all of y'all, too.

Thank y'all.

TOMMY DUNN: Anyone else?

GLENN DAVIS: Mr. Chairman?

TOMMY DUNN: Councilman Davis.

GLENN DAVIS: I'd just like to say congratulations to you young ladies. Outstanding job. Crescent has a history of championship softball -- girls softball -- let me put emphasis on girls -- girls softball. And again, congratulations to you guys.

Let's win one next year. Thank you.

TOMMY DUNN: Anyone else? Ms. Wilson.

CINDY WILSON: Boy, I tell you what, y'all raise them right around Starr and Iva. It's just amazing, year after year y'all produce the very best, and even in the nation. So we're -- our hats are off to you. Congratulations.

TOMMY DUNN: Anyone else?

I just want to say thank y'all. Congratulate y'all, the parents, coaches, administration for supporting them all these years and everything. And y'all don't just make the community proud. Y'all make Anderson County proud. I know there's some of y'all ain't all from down there. I know one little girl I know ain't from down there. So I appreciate what all y'all have done -- from District Five. I'm going to appreciate that. I think she's the one that brought the championship home. We appreciate what all y'all have done and everything. And sure do thank y'all. That's something y'all can't never take away from you.

Thank y'all very, very much.

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

All y'all step up, your families and all, too, coaching staff, administration.

PRESENTATION OF RESOLUTION

APPLAUSE

TOMMY DUNN: That will conclude this part of our meeting. We'll reconvene here to start our regular Council meeting at 6:30.

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:06 P.M.)

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

JUNE 16, 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: I'm going to call the regular County Council meeting of June 16th to order. I'd like to welcome each and every one of y'all here tonight, and thank y'all for coming out.

First of all, we'd like to all rise, please, for the invocation and pledge of allegiance by Honorable Councilman Glenn Davis.

GLENN DAVIS: Thank you, Mr. Chairman. Let us pray.

INVOCATION AND PLEDGE OF ALLEGIANCE BY GLENN DAVIS

TOMMY DUNN: Are there any corrections to be made to the June 2nd minutes of the Council meeting?

CINDY WILSON: Yes, sir. There was just one that I found, and it's on page 14, line six, the speaker was Chris Sullivan and not Cindy Wilson.

TOMMY DUNN: You make a motion to accept with that change?

CINDY WILSON: Make a motion that we accept the minutes with that correction noted.

TOMMY DUNN: Have a motion by Ms. Wilson. Have a second?

GLENN DAVIS: Second.

TOMMY DUNN: Second by Councilman Glenn Davis. All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on now to item number 4, citizens' comments. When Mr. Harmon calls your name, this first go-around is on agenda items only. You have three minutes. And please address the chair, please. Mr. Harmon.

LEON HARMON: Mr. Chairman, the first speaker is David Shalaby.

DAVID SHALABY: Good evening. Dave Shalaby, District Four.

Listen, I'm here with a couple of my friends. We all just won our primaries. But I wanted to kind of discuss a little bit about my general concerns.

I know we're going to be evaluating a few of fee in lieu of tax deals tonight. I know some of those are between 30 and maybe 50 years. Some have maybe one job, some are -- some we have jobs between 15 and $16 an hour. And I would like to express my concern and many of the folks that I represents concern about these deals.

And we're not against growth, we're not against creating, you know -- to kind of entice companies to come to this area. But there's a lot of questions as far as what are we giving up for these fee in lieu of

tax deals, and how much is this costing the taxpayers for 30 to 50 years. And what, and what are we getting for it?

So what I hope for is, is, you know, you would consider -- and I've done this before, I've said this before, we have a moratorium on fee in lieu of tax deals for at least another six months until the next group comes on board, and we can evaluate what these things are going to do to our future taxpayers in the county, because obviously we're talking possibly two generations of taxpayers will be paying for these deals.

I'd like us to not give fee in lieu of tax deals to companies that are already here. We've already made the investments, they should, they should make their own investments going forward. And we should be very careful on where we, where we actually give them in the future. We should have a strategic plan on the kind of industries we wish to bring to this county, in which case would authorize a fee in lieu of tax deal.

So, thank you very much for listening. Appreciate it.

TOMMY DUNN: Mr. Harmon.

LEON HARMON: Mr. Chairman, next speaker is Linda Symborski.

LINDA SYMBORSKI: Good evening. I'm Linda Symborski, District Four. And thank you for listening.

I want to expand a little bit on what Dave Shalaby had to say. I would like to say, first of all, that there is no law in the state of South Carolina that requires any local government to hide the name or location of an applicant who is applying for a fee in lieu of taxes.

Fee in lieus on the agenda tonight lack transparency that you keep promising to us. No ordinance or resolution should be passed tonight or any other night when you have no idea of who you are voting on or what you are voting for. These FILOS have a life span longer than most businesses. No FILOS should last longer than 15 years. Then it should be reassessed. It is ludicrous that you would vote -- that you would consider awarding a FILO that supports only one job. One of these FILOS is stated exactly that.

Council always stated that the purpose of the FILO was to promote employment and job creations. I can't see where this one -- particular one is doing such.

Special sources are a slap in the face to your taxpayer citizens. They should be deemed or considered directly with these monies and directing them to road

maintenance instead of giving back to the business. I see no effective clawbacks on these lost taxes if the company does not meet its stipulated agreements while still doing business. I only see a very weak attempt to the -- for the county to try and regain lost revenue if the company goes out of business. There is no stipulated required bond that would help to protect the county's loss of revenue if the company does go out of business. It's expected that the taxpayers will absorb that loss.

And also the -- South Carolina does have a law that allows citizens quiet enjoyment of their homes. We deserve to know and want a say as to which industry just might reside on the land next to our neighborhood or our farm. The application -- applications for the Project Flat Rock, Project Health and Project Next are very suspicious of a hyper data center.

We ask for a moratorium tonight on all data centers. Other counties have done it. Anderson can too. Don't be left behind, please. Thank you very much.

TOMMY DUNN: Mr. Harmon.

LEON HARMON: Next speaker is Brian Shanahan.

BRIAN SHANAHAN: Good evening, Brian Shanahan, District One. Congratulations, Chris.

I'm here in support of Ordinance 2026-032 to add new Division 8 titled Conservation Subdivision Standards to Article Three of Chapter 24 to further amend Chapter 24 to remove references to conservation subdivisions and other sections of Chapter 24 and other matters related thereto. Thank you.

TOMMY DUNN: Mr. Harmon.

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

TOMMY DUNN: Thank you, Mr. Harmon.

Moving on to item number 5, Agricultural Classification. Councilman Jimmy Davis.

JIMMY DAVIS: Thank you, Mr. Chair. Are the Browns here by any chance? No?

Okay, this is a situation where we've, we've actually voted before where the agricultural classification was missed on TMS number 188-88-06-007 and this was an oversight that should have -- that the property owners missed the cut off, and we've done this from time to time to help citizens out that were not aware of the rules. And this is definitely ag use land that should have been put in ag use in the, in the first place.

But I bring this in the form of a motion tonight to to change this back to ag use and to allow this to happen. I put that in form of a motion, Mr. Chair.

CINDY WILSON: Second.

TOMMY DUNN: Have a motion by Mr. Jimmy 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.

Moving on to item number 6(a), ordinance third 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.

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

BRETT SANDERS: So moved.

CINDY WILSON: Second.

TOMMY DUNN: Motion Mr. Sanders; second 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 second readings, Ordinance 7(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. Councilman Sanders.

BRETT SANDERS: Thank you, Mr. Chairman, fellow Council members.

Before you, from the last time we had a bare bones budget stripped down. I know that I've been meeting with our Finance Department. Several Council members have been meeting with them. We have a Finance Committee meeting coming up, June the 17th, 16th ---

CINDY WILSON: 19th.

BRETT SANDERS: 19th. Yeah, and with this budget, we've identified cuts to allow for the following: the continuation of the sheriff's pay plan, 2% cost of living raised for employees, it provides for the state of -- mandated 27 new positions for the detention center for the jail of 1.6 million.

If approved on third reading, we would have increased the sheriff's department by 72 new positions since 2020. It provides a debt service for the detention center. It keeps funding level the same as 2026. There will be no increases in solid waste fees.

Since 2009 this Council has decreased county millage by two tenths of a mill. And as we come into the Finance meeting, we'll get through, we'll have a third reading on a final budget that I will not support, and I think several of my Council members, with no tax increase.

So just putting y'all where we're at.

TOMMY DUNN: Make that a motion.

BRETT SANDERS: Put that in the form of a motion, sir.

TOMMY DUNN: Have a motion. Have a second?

JIMMY DAVIS: Second.

TOMMY DUNN: Second by Councilman Chris Sullivan. Open the floor up for discussion.

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: I hope we'll be able to go through line items Friday, and there are several ideas that we need to address to -- in order to have money for roads and bridges, which we have a $10 million department, and they're doing all they can with what they have.

But without raising taxes or having the 1% sales tax that we've stood aside for the schools to take, it would be very prudent of us to, through our budget ordinance and each individual fee in lieu of tax agreement to change the formula in favor of the county's ---

BRETT SANDERS: ... in place that we've discussed and we ---

CINDY WILSON: Pardon?

CINDY WILSON: We have something we discussed with the Finance Department that I like and support the idea. I think Mr. Sullivan has met with them, as well, and we'll discuss that Friday, and any other ---

CINDY WILSON: So you're in support of that notion.

BRETT SANDERS: Yes, ma'am. And we'll discuss any other Council members that have questions or concerns that can't make the meeting, get them emailed out to us.

Also, Mr. Sullivan does a great job of summarizing, so I'll ask that Mr. Sullivan assist us in summarizing the entire meeting and make sure every Council member has a copy and anyone from the public that would like one.

CINDY WILSON: Well, we need to -- we have several fee in lieu of tax agreements for consideration tonight, and it would not require renegotiating agreements. It would just simply change the formula in the county's favor. It seems like 60 going toward the -- 60% going toward the capital renewal infrastructure, or whatever, would be a big help to the county, and would help plug the holes. Thank you.

TOMMY DUNN: Thank you. Anyone else?

JIMMY DAVIS: Mr. Chair, if I may?

TOMMY DUNN: Councilman Jimmy Davis.

JIMMY DAVIS: Thank you, Mr. Chair. I just want to thank Ms. Rita Davis and Mr. Neil back there for the time I spent with them working on the budget. And glad they're here tonight. They work diligently day and night sometimes to help us get this balanced budget out. It's a tough thing, especially when you've got -- we've got great employees and a great staff, and to be able to support them.

CPI this year, I believe, was at 2.7%. Is that right, Ms. Davis? 2.6. And so, you know, we -- taking care of our folks was my top priority, and not raising taxes along with that. But just to be able to take care of our folks here in the county, and to be able to -- and most people don't understand that the state mandated these detention jobs, and we had to come up with the money. We can't open the jail without these positions in place. And we've come too far now to, to not open that facility that -- which we so desperately need.

So you know, we'd all prefer not to have spent that money, but the Feds didn't give us any choice.

So, I'm thankful for our staff. I'm thankful for our Finance Department. I'm thankful for our Finance Committee working so hard. And as always, it's been an eye-opening experience every year to work in the budget and to come out of it again.

Once again, Council's working hard towards this with no millage increase. And I think that's admirable. And I appreciate all y'all's hard work. Thank you, Mr. Chair.

TOMMY DUNN: Thank you. Anyone else?
BRETT SANDERS: Mr. Chairman?
TOMMY DUNN: Councilman Sanders.
BRETT SANDERS: I hear the fee in lieu -- a lot of this and the two tenths of a mill decrease since 2009 and some of the services that we were able to provide, and some of the services that we're able to provide, and do, especially the 27 positions from the jail would not have been possible without a tax increase, without fee in lieu.

So, I'd like to put that out there.

TOMMY DUNN: 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 7(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.

Do we have a motion to move this forward?

CINDY WILSON: Second.

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

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: This is a wonderful use of surplus properties, if you will, to go to Habitat for Humanity. It helps chip away at the affordability and the availability of housing in our county. And it goes to people who would otherwise not be able to have a home. 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.

Moving on to item number 8(a), Ordinance first reading, 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.

Do we have a motion to move this forward?

CINDY WILSON: Second.

TOMMY DUNN: Motion by Councilman Elgin; second by Councilman Sanders. 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 8(a), Ordinance first reading -- I'm sorry -- 8(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.

Do we have a motion to move this forward?

CINDY WILSON: So moved.

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

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: Nothing to do with the substance of the matter. It's a good idea. But there is a little misspelling that we might need to correct. It's down in the third whereas. It is Human Resourced instead of Human Resources. If we'll just get it corrected.

TOMMY DUNN: 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 (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.

Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion by Councilman Sanders; second 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.

I'm sorry. You have something? You good?

MALE: No, sir, if y'all are ready to vote on it. We're just here in case anyone has questions.

TOMMY DUNN: Okay. We're good. Thank you. We done our homework. Thank y'all.

Moving on to item number (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.
Councilman Jimmy Davis.
JIMMY DAVIS: Thank you, Mr. Chair. I just want to say a big word of thanks to staff for helping me work on this. This is something we've been working on for quite some time. We knew that there were some, some problems with the existing ordinance, the way it was intermingled and mixed in. So this, this actually helps us take it out and make it its own -- make us -- make it stand on its own.
But at this time, I'd like to make a motion that we move forward with this, and, and I would encourage you, each and every one of you, if you have ideas that you that you think about this, or as we go through this, you want to bounce some things off, we've got two more readings. Is it perfect? No. But it's a great step forward, and I appreciate your consideration on it.
TOMMY DUNN: Thank you. We have a motion, we have a motion on floor. Have a second, Ms. Wilson. Open the floor up for discussion.
JIMMY DAVIS: Mr. Chair, if I may.
TOMMY DUNN: Yes, sir.
JIMMY DAVIS: At this time, I would like to amend this ordinance to add a provision that this ordinance is subject to the pending ordinance doctrine. I make that in the form of a motion.
CINDY WILSON: Say that again, please.
JIMMY DAVIS: I'd like to amend this ordinance to add a provision that this ordinance is subject to the pending, pending ordinance doctrine.
CINDY WILSON: Second.
TOMMY DUNN: Have a motion by Mr. Davis, Jimmy Davis. Second by Ms. Wilson. Open the floor up for discussion on the amendment.
CINDY WILSON: May I very quickly?
TOMMY DUNN: Ms. Wilson.
CINDY WILSON: We worked on this about five or six years ago.
JIMMY DAVIS: We’re voting on the amendment right now.
CINDY WILSON: Okay.
JIMMY DAVIS: So that’s all -- we’ll have to come back to the original motion.
TOMMY DUNN: Any comments on the amendment? All in favor of the amendment show of hands. Show the motion carries unanimously.

Now, Ms. Wilson, we'll go back to the original motion.

CINDY WILSON: And what we ended up with was considerably watered down, trying to accommodate everyone's interest and not be too stern about it. This I think will reflect more accurately the need for conservation development design that won't saddle the county with extra work and provide a more pleasant living environment for people who choose to live in that way. Thank you.

TOMMY DUNN: Thank you. Anyone else?

JIMMY DAVIS: Mr. Chair?

TOMMY DUNN: Mr. Davis.

JIMMY DAVIS: I would like to add that one of the provisions in this, and I was glad that Mr. Harmon helped me work on this, is that the conserved land can actually be -- that the HOA for these conservation subdivisions can actually -- they can actually apply for a tax exempt status with, with our, with our county office. And one of my worries was with the land being conserved, if somebody didn't pay the taxes on it, it could end up in a tax sale. And I was fearful of what that might mean going down the road.

So with this provision, an HOA can actually apply for this tax exempt status, and they can also apply to make -- to put this land into a conservation easement with, with groups like Upstate Forever and other groups.

So there's opportunities in there for the, for the subdivision to be able to deal with the land to where it's not problematic down the road. Thank you, Mr. Chair.

TOMMY DUNN: 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 (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.

Mr. Nelson.

BURRISS NELSON: Thank you, Mr.

Chairman, members of Council. This project is actually a business to business proposition with an existing company that we have here in town with an existing owner that has been a great corporate citizen.

This particular project will bring 28 million in capital investment, 63 jobs at $39 an hour, with an annual average payroll of almost $5 million. This project, the particular property last year paid $39 in property tax. Just this year, with just the purchase of the property, it'll pay $12,890. And then, in years to come will pay a substantial amount of property tax over that period of time.

First year community impact, 23 million. And 30 year community impact 177 million. Thank you, sir.

TOMMY DUNN: Thank you. Do we have a motion?

BRETT SANDERS: So moved.

TOMMY DUNN: Motion by Councilman Sanders. Have a second? 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 (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.

Mr. Nelson, do you have anything to add?

BURRISS NELSON: It’s the same thing, and there’s actually a project description in an additional document there about the company and the connection and who it’s with for each Council person.

TOMMY DUNN: Thank you. Do we have a motion to move this forward?

BRETT SANDERS: So moved.

TOMMY DUNN: Motion by Councilman Sanders. Have a second? Second by Councilman Sullivan. Open the floor up for discussion.

JIMMY DAVIS: Mr. Chair, if I may?

TOMMY DUNN: Councilman Jimmy Davis.

JIMMY DAVIS: Mr. Nelson, can you go over exactly and let’s talk about what happens if they don't meet those expectations, and who regulates that, and who monitors it, and who audits it?

BURRISS NELSON: Well, for every fee agreement, we do an audit with the South Carolina Department of Revenue. Every fee agreement is mailed

to Revenue, as well as to the Auditor's office and the Treasurer's office, after it's passed by Council.

But the property taxes, most people don't realize, are actually paid in arrears. So the capital investment amounts that are placed and come into being in any fashion are lagging behind for a year. But the fee agreement itself is based on the investment. If they invest $10 million in the first year, the fee applies to that. If they add another 10 million in the second year, the fee would apply to that. And then the same thing. They have a five year window to get that investment in the ground and get it completed, and then the full agreement would fall into place.

But we review every document every year with the Department of Revenue.

JIMMY DAVIS: And what happens if they don't meet it?

BURRISS NELSON: Well, so far we haven't had one that hasn't made it. We've been able to have really good -- work with really good companies. However, if they don't meet the particular investment amount or jobs creation amount, there's a clause in there that reduces the special source revenue credit. In some cases, it completely eliminates the credit, but sometimes it reduces it in half or down to 10 or 15% amount. And if they recover and get the investment in the ground, and the jobs numbers in the ground by the end of the particular investment window, then they can return to wherever they are in the agreement. They don't get to collect any lost revenue or savings or discount. It's if they lose it, they lose it.

JIMMY DAVIS: And the state Department of Revenue helps -- they audit this as well?

BURRISS NELSON: Yes, sir. They come every year and sit down with us and the auditor and sometimes Mr. Burns is there and sometimes Mr. Harmon is there. But we go through every fee agreement with -- every year with the Department of Revenue.

JIMMY DAVIS: All right. Thank you, Mr. Nelson.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: Question. What would it take for us to revise the revenue distribution clause in each of these agreements, as per what we were just talking about by the second reading. Again, it doesn't affect the fee in lieu of tax agreement or anything, it's just a distribution of the tax revenues.

TOMMY DUNN: Mr. Harmon?

LEON HARMON: I believe that could be done on second reading with an amendment.

CINDY WILSON: Okay. Let's plan on doing that. Thank you.

TOMMY DUNN: 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 (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.

Mr. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman, members of Council.

There is a reprint of the document -- this document that was in the agenda packet that was sent out because there was an error on page eight, which had omitted 395 jobs maintained, as well as on the summary page, which is, I think, Roman numeral three, maybe, in the document.

So the corrected copy is at your desk, each -- for each Council person.

This particular project is an existing company. This fee agreement follows the last agreement that we had with them, and there -- have agreed to maintain 395 jobs through the entire investment window, which is the next five years. This company came to us in 1988 -- '98 as GNC and has continued to grow and be a good community partner.

And their capital investment of 31 million will generate 261 -- created -- or they paid 261,000 last year. This will add an additional 15,000 and over 34 years, an additional 1.7 million. Community impact, 1.8 million over the first five years, and 30 year community impact of 9 million. Thank you.

TOMMY DUNN: Thank you. Do we have a motion?

BRETT SANDERS: So moved.

TOMMY DUNN: Motion by Councilman Sanders. Have a second? 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 (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.

Mr. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman, members of Council. This is an existing company that is probably our premier industry. They are bringing a great project. It's a super fee level project. Minimum capital investment for super fee is 150 million and 125 jobs. They anticipate 300 million and anticipate 400 new jobs with an average pay of $27 an hour. That annual payroll is $21,600,000, new payroll to that company. That project last year paid 365,000 in property tax, and anticipated in, well, this is 2026 but it's projected for 2027, an additional $97,000. Over 54 years, $91 million in taxes.

First year community impact on this project, $969,854,000. Over 30 years, $8,490,000,000.

Thank you, Mr. Chairman.

TOMMY DUNN: Thank you. Do we have a motion to move this forward?

BRETT SANDERS: So moved.

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

CINDY WILSON: May I?

TOMMY DUNN: Councilman Jimmy Davis, and then we'll go to Ms. Wilson.

JIMMY DAVIS: I yield to Ms. Wilson, and I'll follow up.

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: I just wanted to point out, I had assumed this might be Electrolux, but it's a company that's a great standing in our county. Thank you.

TOMMY DUNN: Thank you. Councilman Jimmy Davis.

JIMMY DAVIS: Thank you, Mr. Chair.

Mr. Nelson, when you say super fee, can you explain what super fee means?

BURRISS NELSON: Well, there are five kinds of fee in lieu of taxes. There are capital investment amounts for -- in the first three kinds that are 2.5 million at a minimum, and really no jobs

creation required. Then super fee is a capital investment amount of -- and all the others are a 6% assessment ratio. Super fee allows, if the capital investment amount is 150 million or greater, and they create 125 jobs or greater, it can qualify for a 4% assessment ratio, plus any additional special source revenue credits that might be applied, depending on the quality of the company and how Council reviews or views the value of the company itself.

JIMMY DAVIS: Thank you.

TOMMY DUNN: Any more discussion? Councilman Elgin.

GREG ELGIN: And one thing, I know, you said they are existing companies. Just so we put it out there, none of these are data centers; is that correct?

BURRISS NELSON: What now?

GREG ELGIN: None of these are data centers, right?

BURRISS NELSON: Oh, yes, sir. None -- no data centers. Nothing on the agenda is a data center.

GREG ELGIN: Just wanted to put that out to the public. I know ---

BURRISS NELSON: You're correct. This is not Electrolux.

GREG ELGIN: Thank you. Appreciate it.

BURRISS NELSON: Thank you.

TOMMY DUNN: 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 9(a), Resolutions. Resolution 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. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman. This is an agreement that Council passed four, five, six years ago for the Van Trust Investment Development Group at exit 35. And this particular building is building number three, which is, if you're looking at it, is the back right hand corner.

There's a company that I don't know what they -- this is their code name for their accountants, but

anyway, it's Brennan Investments. They are out of Chicago. They have an office in Greenville. But they have 604 facilities throughout the US. 57 million square feet of properties that they maintain and manage. And in Upstate South Carolina, we -- there are eight particular buildings that they have, and this one will make number nine. But this is the Van Trust building at exit 35, building number three.

This is -- there are no new incentives, no change in the FILO agreement, simple transfer of property and the existing agreement to the new company as provided in the agreement and by South Carolina fee law.

Thank you.

TOMMY DUNN: Thank you. Anyone else?

JIMMY DAVIS: I make a motion we approve it.

TOMMY DUNN: Have a motion by Councilman Davis. Do we have a second? Councilman Sanders. Open the floor up for discussion.

JIMMY DAVIS: Mr. Chair, if I may?

TOMMY DUNN: Yes, sir, Mr. Davis.

JIMMY DAVIS: I just want to say Van Trust has been a wonderful partner for District Six. We really lacked a lot of industrial and commercial growth up there, and Van Trust stepped in, and they bought the old Gertrude Muth estate up there after Ms. Muth passed away, and they have brought jobs to Piedmont like we've never seen since the great decline when the Piedmont manufacturing mill closed.

They have also proven to be a wonderful community partner with investments into the local volunteer fire department, and they have invested with Anderson County by improving roads, improving sewer, improving water lines.

And they're still working on, and they've got a big road project coming up. This is a developer that actually took to heart what the community needed and put their money where their mouth was. And I appreciate Van Trust and their, their willingness to commit to Northern Anderson County.

Thank you, Mr. Chair.

TOMMY DUNN: 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 9(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.

Mr. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman. This inducement agreement is simply a summary of the ordinances and all of the agreement that you've addressed already.

TOMMY DUNN: Just voted on.

BURRISS NELSON: Thank you, sir.

TOMMY DUNN: Do we have a motion to move this forward? Motion by Councilman Sanders; 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 now to item number (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. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman, members of Council. This is a project that we passed in 2016, that Council passed in 2016. It's ECP in the Clemson Research Park. And this is simply a father transferring the ownership to a son in his succession/retirement plan.

But anyhow, it's no changes in the -- no new incentives, no change in the fee agreement, simply a transfer of property and the existing agreement as provided in the agreement by South Carolina statute and the agreement itself. Thank you, sir.

TOMMY DUNN: Thank you. Do we have a motion to move this forward? Motion by Councilman Glenn Davis. Have a second?

BRETT SANDERS: Second.

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

BURRISS NELSON: Thank you for

your support.

TOMMY DUNN: Thank you.

Moving on to item number (d), 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. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. At the last Planning Commission meeting, they only received their packet Monday. And I've talked with a number of them over the years. It's helpful to get them by email, but it's more appreciated to get it in writing, because they make notes and so forth. And they aren't having adequate time to go even look at sites, much less -- I mean, they don't even have time to read it. So the Planning Commission unanimously voted at their meeting to request that they be provided their packets two weeks in advance.

It will probably require us to reconfigure some of the deadlines. I know one of the concerns was from the Planning Department that the developers keep changing their plans before the packet is received by the Planning Commissioners. But if they have them two weeks in advance, if there are amendments, they can be forwarded to them via email.

But this came as a unanimous vote from the Planning Commission from Tuesday night. So I request that we go ahead and respect their request and do this for two weeks to give them, give them the two weeks' notification as they requested.

TOMMY DUNN: You put that in the form of a motion?

CINDY WILSON: That's in the form of a motion.

TOMMY DUNN: Do we have a second?

JIMMY DAVIS: Second.

TOMMY DUNN: Second by Councilman Jimmy Davis.

I'd just like to say I think it would be prudent for us to put this in committee and come back and look because of what you said, ramifications. If we're going to pass something and we don't know what the ramification is going to be ... If we get this and bring it up for the next meeting, then we'll know, way before the Planning Commission meets again, and we can have what it's going to entail about setting our other ordinances. We can't have this ordinance working against this ordinance; if that makes sense.

Everything has got to be put in by a time frame. That's done by ordinances. I've been on the Planning Commission, so that's just my thought. Anybody else?

BRETT SANDERS: I make a motion to ---

TOMMY DUNN: She's got a motion on the floor, so I can't do that what you call it. But any discussion? Anybody else? All in favor of Ms. Wilson's motion show of hands.

Are we voting on doing this in two weeks? I've got no problem. I just think we need to make sure we get our other ordinances in line with this, and I don't think it's too much to ask to do it by next Council meeting. They ain't going to have a Planning Commission meeting before then.

JIMMY DAVIS: So would you table it until the next Council meeting?

TOMMY DUNN: Table until the next Council meeting. I'll put that in the form of a motion.

CINDY WILSON: Do what now? Say that ---

TOMMY DUNN: Table until the next Council meeting.

CINDY WILSON: At the next Council meeting?

TOMMY DUNN: Yeah, the next Council meeting. Then we'll have a committee meeting to get this straightened out about what it's going to entail, what we need to do and put it all on the agenda for next Council meeting.

CINDY WILSON: Well, I'll withdraw my motion pending the plan for ---

TOMMY DUNN: Next Council meeting. Thank you. Appreciate it.

CINDY WILSON: Okay. Thank you.

TOMMY DUNN: Thank you.

No action needs to be taken.

BRETT SANDERS: Could we get ours two weeks earlier instead of Friday?

TOMMY DUNN: Moving on to item number (e). Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. I learned, much to my surprise, that our Economic Development Advisory board never sees any of our agreements. They are an advisory board to our County Council, providing us their advice, and they're not seeing any documentation.

So it seems very prudent that when we are provided

documents, as we were tonight, even though most of it came to us at the last minute, they should be at least afforded the opportunity to review documents.

I know my district's latest appointee has experience in corporate law. She's not practicing now. But imagine the wonderful ability she would have to give us advice and point out some pros and cons, and maybe help us to do a better job, but they're not being provided this information.

So I'm requesting that we provide to every member of our Economic Development Advisory board the documents that we receive in the same time span that we receive it, so they can read it and advise us.

Thank you.

TOMMY DUNN: Put that in the form of a motion. Have a second? Second by Councilman Glenn Davis. Open the floor up for discussion.

CHRIS SULLIVAN: Mr. Chairman?

TOMMY DUNN: Councilman Sullivan.

CHRIS SULLIVAN: So just a couple of things on this. I think Ms. Wilson addressed it with the timing. I would think that now they would have to go into an executive session. I know there's private citizens that come and sit on the side of these meetings. I've talked to Mr. Nelson. So they'll have to be excused during that time.

But I would, I would prefer for us as a Council to see this first and then let it be opened up to the next meeting of the advisory board. I don't know if the timing states that ---

CINDY WILSON: Well, at least before second reading.

CHRIS SULLIVAN: Yes, yes.

BRETT SANDERS: Mr. Chairman?

TOMMY DUNN: Yes, sir.

BRETT SANDERS: Isn’t this -- all of this is in the agenda. They can pull a copy of the agenda. It's public.

TOMMY DUNN: I don't think this is -- Mr. Nelson, would you -- I don't, I don't think this is no big, big thing. It's just what Mr. Sullivan said, those probably require some executive session stuff because some of this stuff is privileged. But it’s -- but I think most of them has been getting it, haven’t they? And the other thing is, they’ve got to come to meetings to get it. Go ahead.

BURRISS NELSON: (Inaudible.)

CINDY WILSON: Y’all, let’s clear the air here. What we receive in the packet is

out for public knowledge. And our advisory board members should be provided those copies of what is in our packet when we get them.

I'm not talking about all of this. I'm talking about the documents, the agreements. It just says Project So and So, but it does have a lot of verbiage that needs to be vetted. And I don't see why there's such a big hullabaloo over this.

TOMMY DUNN: We're all agreeing with you.

CINDY WILSON: Pardon?

TOMMY DUNN: We're all agreeing with you.

CINDY WILSON: Okay.

TOMMY DUNN: I think.

CINDY WILSON: Thank you.

TOMMY DUNN: Anymore discussion?

GREG ELGIN: Mr. Chairman, one thing.

TOMMY DUNN: Councilman Elgin.

GREG ELGIN: I just wanted to say, and I think what the point is, after first reading, what they're saying is, if they get all the documents that we have, not just what's in the packet, that's where the non-disclosure was coming in, that they'll be getting more information than what's in the packet. So, basically, we're going above what you're asking for, and basically trying to give them all that information.

CINDY WILSON: Well, I think it says provide proposed fee in lieu of tax incentive agreements. It's what's in the package. Thank you.

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

Thank you, Mr. Nelson.

Moving on to item number 10, approval of Pendleton Branch Library land transfer. Do we have this in the form of a motion? Motion by Councilman Sanders. Do we have a second? Second by Councilman Davis. Open the floor up for discussion. All in favor of the motion show of hands.

CINDY WILSON: Wait a minute. This is for the library ---

TOMMY DUNN: Oh, I'm sorry.

CINDY WILSON: --- gift?

TOMMY DUNN: Yeah.

CINDY WILSON: I did have a couple of questions, if you don't mind.
TOMMY DUNN: Okay.
CINDY WILSON: So, there's no potential need for this little wedge of property for library expansion.
JORDAN THAYER: There's no potential need. In between this area there's actually a historical site, and so there's no use that we can have for it.
CINDY WILSON: Okay. That's all I needed. Thank you.
JORDAN THAYER: And the library board voted to approve this, also. I'm not sure if that was related to you.
CINDY WILSON: Thank you.
TOMMY DUNN: All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Thank you, Mr. Jordan.

Moving on to item number 11, approval of relocation of Duke Energy Facility at SC 86 and Old Williamston Road.

Do we have a motion to move this forward?

CINDY WILSON: So moved.
TOMMY DUNN: Motion by Councilman Jimmy Davis; and second Ms. Wilson. Open the floor up for discussion. Mr. Burns.
RUSTY BURNS: Mr. Chairman, there are poles that we need to move; all the work that we've done up there on that intersection, and AnMed, that's where the new facility is, and that intersection is blowing up. There are some light poles that were put there by Duke Power. They have to be moved. And thanks to good Senator Richard Cash, who's going to supply the money that will allow us to pay for this to happen.
TOMMY DUNN: Thank you. Anyone else?
JIMMY DAVIS: Mr. Chair?
TOMMY DUNN: Yes, sir.
JIMMY DAVIS: I just want to say I'm thankful for AnMed. I mean, I'm thankful for quality healthcare in Piedmont, and AnMed has invested well over a million dollars in that road improvement up there. And these poles, way back when, when South Carolina -- when, when 86 was a county road back in, I think, the late 30s, early 40s, the poles had right of way. And when it got transferred to the state, then we didn't anticipate having this problem, but we do, and

these poles have to be moved for the state to finally repave 86 from Highway 81 to 85.

So this has kind of been a hold-up and a thorn in my side for quite some time. I'm thankful for Senator Cash for providing the -- helping us with the funding to make this, make this happen.

So, thank you, Mr. Chair.

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

Do we have a motion to go into executive session?

Motion to go into executive session to take legal advice.

CINDY WILSON: Second.

TOMMY DUNN: All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

We'll be back in a minute.

EXECUTIVE SESSION

CINDY WILSON: ... having been in executive session to receive legal advice subject to the attorney/client privilege involving Planning Commission appeals. Falcon Real Estate Lending, LLC; Von Hollen Investment, LLC; Boyette Properties, Inc.; Garnett Land Development Corporation, against our Planning Commission.

I put that in the form of a motion.

TOMMY DUNN: We have a motion by Ms. Wilson; second by Councilman Sullivan.

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

Moving on to requests by Council members. Councilman Jimmy Davis.

JIMMY DAVIS: Thank you, Mr. Chair. From the District Six special appropriations account, I'd like to allocate $500 to the Three & Twenty Fire Department. I make that in form of a motion.

BRETT SANDERS: Second.

CINDY WILSON: Second.

TOMMY DUNN: Have motion from Councilman Davis; second by Councilman Sanders. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to Councilman Sanders.

BRETT SANDERS: From District Four Special Appropriations, I'd like to request the

amount of 500 to Three & Twenty Fire Department. I'll put that in the form of a motion.

CINDY WILSON: Second.

TOMMY DUNN: Have motion by Councilman Sanders; second by Councilman Jimmy Davis. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to Councilman Glenn Davis.

Moving on to Councilman Elgin.

GREG ELGIN: Thank you, Mr. Chairman. From District Three special appropriations account, we'd like to ask to donate $2,000 to Starr Fire Department. Put that in the form of a motion.

CINDY WILSON: Second.

TOMMY DUNN: Have motion from Councilman Elgin; second Ms. Wilson. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Councilman Sullivan, do you have anything?

CHRIS SULLIVAN: Nothing at this time.

TOMMY DUNN: Ms. Wilson, do you have anything?

CINDY WILSON: Nothing. Thank you.

TOMMY DUNN: 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, you have three minutes and please address the chair, please.

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

TOMMY DUNN: Moving on to remarks by Council members. Councilman Jimmy Davis.

JIMMY DAVIS: Thank you, Mr. Chair. Just want to thank the county staff for a wonderful day on the Saluda River. Saluda River Rally was held, the 16th Saluda River Rally, and we had close to 200 people float the river and enjoy a great day on the river. And we got to take out at the new Piedmont Riverfront Park, thanks to support from Council.

So I just want to thank everybody for a great day. Thank you, Mr. Chair.

TOMMY DUNN: Thank you. Councilman Sanders.

BRETT SANDERS: Thank you, Mr. Chairman. I just want to recognize our Finance Department and thank them for all the hard work that they've done. I also want to thank some of our departments who've made sacrifices in order for us to accomplish what we need to accomplish in the budget. And also I thank Mr. Sullivan. I forgot my $6.99 cent you were supposed to appropriate to me, but we'll put that on the next agenda. Thank you, sir.

TOMMY DUNN: Thank you. Councilman Glenn Davis.

GLENN DAVIS: Nothing at this time.

TOMMY DUNN: I'd just like to recognize Judge Sharp for being here tonight. Thank you for coming out. And also, we've got a scout back there in the back. What scout troop are you with? Troop 84. We're glad to have you here. Appreciate you. It's scout week; ain't it? Coming up? Okay. Appreciate it for y'all coming out.

Councilman Elgin.

GREG ELGIN: Thank you, Mr. Chairman. I just want to, again, say thanks to the Finance Committee, all our county staff. I know it's been a long couple of weeks and just appreciate all the work they've done. I think they've already left.

And Judge Sharp, appreciate you being here again. Thank you for taking your time to visit with us tonight. Thank you, sir.

TOMMY DUNN: Councilman Sullivan.

CHRIS SULLIVAN: Thank you, Mr. Chairman. I did want to, first off, recognize our Finance Committee and our Budget Committee. And Councilman Sanders is amazing on this process. I don't think people will ever give him the credit; how much money he saves taxpayers with what he does and the work he puts in with this budget process. So kudos to you for that.

And I also just want to take a minute to recognize Wess Grant that served on our Planning Commission, just resigned this week. When I came on the Council, I was told the worst job in Anderson County, bar none, is the Anderson County Council chairman job. And the second worst is the Planning Commission chairman job. So I appreciate him willing to put his neck out there and do what was right, and for his years of service on that committee.

TOMMY DUNN: Thank you.

Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. I appreciate our Finance Department, Mr. Sanders and Mr. Sullivan, also. And we'll hopefully sharpen our pencils Friday.

I'm trying to get us together for a Planning and Public works Committee meeting. We do need to evaluate and update the noise ordinance; maybe lower the decibels; address the sign ordinance enforcement; and cumulative effective of concentrated runoff due to development. Mr. Batson is looking at the various aspects of that.

And we also need to do a reform of some of our processes. For example

AUDIO ENDED

(MEETING ADJOURNED AT 7:56 P.M.)

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL

SPECIAL CALLED COUNTY COUNCIL MEETING

JUNE 29, 2026

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
JORDAN THAYER
RENEE WATTS

TOMMY DUNN: At this time let me call the regular Anderson County Council meeting to order. This is a special meeting, taking up the place for tomorrow night. So this is to get the budget passed and a couple other items and we had to have a meeting.

So at this time I'd like for us to all rise for Councilman Elgin to give us the invocation and pledge of allegiance.

GREG ELGIN: Thank you, sir. If we would all just bow our heads in prayer.

INVOCATION AND PLEDGE OF ALLEGIANCE BY GREG ELGIN

TOMMY DUNN: We'll get started. Councilman Sanders is out of town. He's going to be calling in on the telephone.

At this time we'll ask for any corrections to be made to the minutes of June 16th, our regular Council meeting.

LEON HARMON: They ---

TOMMY DUNN: I'm sorry. Not received. I knew that.

Now we're going to move on to citizens' comments. When Mr. Harmon calls your name, please step forward, state your name, your district you live in, please address the chair. And the first go-around -- you've got three minutes. And the first go-around is on item -- agenda items only. Mr. Harmon.

LEON HARMON: Mr. Chairman, first speaker is Jay Copeland.

TOMMY DUNN: Yes, sir.

JAY COPELAND: Good evening. I'm Jay Copeland. I live in District Three. And I come here tonight representing Anderson County Soil and Water Conservation District.

I want to thank you for your time and attention that you've had over this past budget process, and we appreciate the opportunity to come tonight and share a little bit of support of what we do.

I would like to highlight a couple of points that we are proud to say that we do as far as soil and water conservation is concerned. For every dollar of county appropriated funds to the Anderson County Soil and Water Conservation District, we approximately $5.50 leverage support for conservation programs for Anderson County. Context, $30,000 budget, that's about $165,000 that we are able to put back into the hands of people in Anderson County.

Each year we also have programs that reach over 2500 participants through conservation education outreach programs, and approximately 1500 additional

participants in the seed library programs that we have.

County appropriations also serve as a critical match funding for us to be able to secure another 150 plus 1000 to be able to operate through conservation, education, water quality, and communication programs.

We request that you continue to support Anderson Waters -- Anderson Soil and Water Conservation Districts, and we would just like to be able to continue to work in Anderson County.

And thank you again for your support.

TOMMY DUNN: Mr. Harmon.

LEON HARMON: Mr. Chairman, next speaker is Joan Axthelm.

JOAN AXTHELM: Okay. Is this good?

TOMMY DUNN: Yes, ma'am.

JOAN AXTHELM: I'm speaking on ordinance second reading item number 6. My name is Joan Axthelm, and I live at 403 Lakewood Drive, District One. It is being suggested to change the ordinance to state that short-term rentals, also known as STRs, fall under bed and breakfast establishments. I'm concerned about approving this change, as I think doing so actually warrants a change to some of the other existing definitions in the code.

According to the code, there are two types of bed and breakfast: one, commercial ones, the bed and breakfast inns and lodges that are between five and 15 guest rooms. And two, the bed and breakfast host home, which are limited to a maximum of four guest rooms.

My concern is that these definitions are being based on the number of guest rooms. I think it's fair to say that when one talks about bedrooms and bed and breakfast inns, etcetera, one assumes that there will be two people to the room. However, we know this is not the case with STRs. Examples of STRs advertised in Anderson County are homes with three bedrooms that sleep 12, four bedrooms that sleep 14, and five bedrooms that sleep 18. This is definitely not two people to a room. And SDRs do not only put beds in bedrooms, they have multiple sleeper sofas in living rooms or porches, beds in basements, and so on. But these rooms are not counted as bedrooms.

Why is a five bedroom inn sleeping 10 people deemed commercial, yet a three bedroom house sleeping 12 or more people is not? How is that fair? Counting bedrooms in the SDR world does not tell you the actual occupancy of the house.

Thus, it seems that you need to use bedrooms plus an occupancy limit in our code definitions. And 12 guests in a three-bedroom house is an issue. An example of a serious issue is septic tank size. Many houses on the lake are on septic systems whose size was designed based on the number of bedrooms and assumed occupancy of two people per bedroom. So the septic system of a three-bedroom house is designed for six people, not 12 or more guests; flushing toilets, showering, doing laundry, washing dishes, and so on, each and every day. I'm shaking.

Many homeowners avoid spending money to keep their septic tanks well maintained and emptied. I feel that the risk of contamination from raw sewage from any house that is exceeding the number of people that the system is rated for needs to be addressed. Tillamook County, Oregon, addressed this issue with code that states, in part, the maximum occupancy for a short-term rental unit shall not exceed the capacity of the onsite wastewater treatment system.

In summation, I think that the other definitions in the code need to be revised if you put the requested change into place. There are too many problems with just using the number of bedrooms in the definition of commercial versus non-commercial. I think you need to add an occupancy limit as well, based on the number of bedrooms. E.g., a three-bedroom house is limited to six guests. And for those homes on septic systems, there should be an additional occupancy ---

LEON HARMON: Time, Mr. Chairman.

JOAN AXTHELM: --- limit based on the number of people in the system it's rated for. Thank you.

TOMMY DUNN: Thank you. Mr. Harmon.

LEON HARMON: Next speaker is Carol Mercer.

CAROL MERCER: Good evening. I'm Carol Mercer. I live in District Four.

I'd like to ask two things. I'd like to ask that you guys consider the data center moratorium for up to a year instead of just six months. And the other is I would like to see the FILOs tabled until some rewording can be done, stating that there was talk at the committee that you wanted to do more funding to roads in that. And I'd like to see these FILOs tabled until those -- that wording comes in place. Thank you.

TOMMY DUNN: Mr. Chairman.
LEON HARMON: Next speaker is David Axthelm.
DAVID AXTHELM: Hello, everybody. I just wanted to say, first of all, that I support -- and I'm from District One. I'm Dave Axthelm.

I'd like to say that I support the reduction in the size of the Planning Committee. That's the first thing. And the second thing is regarding the data centers in Anderson County. I really think a year moratorium is great. It's much better than six months.

My career before I retired was data centers, I worked in computer networking and data networking, and I worked with data centers all over the world. And I can tell you, they -- the data centers are dark. They don't provide any benefit to the county. The location that they're in, very little employment, and they just use up resources, and a lot of resources. And I don't think it's anything that we need in Anderson County, because we really don't get anything back from it. Say that we get from the, you know, the industry that we have here. So, I think it's an important item, and I'd like to see it -- I'd like to see them eliminated, period.

But anyway, thank you very much. Take care.

TOMMY DUNN: Mr. Harmon.
LEON HARMON: Mr. Chairman, next speaker is Brian Shanahan.
BRIAN SHANAHAN: Good evening. Brian Shanahan, District One. I'd like to speak in support of the Jimmy Davis 2026-032, the 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 and other sections of Chapter 24.

And secondly, also echoing other folks, I would like to also support Ms. Wilson's ordinance to reduce the number of Planning Commission members from nine to seven. Thank you.

LEON HARMON: Mr. Chairman, no one else has signed up.
TOMMY DUNN: Thank you, Mr. Harmon. Ma'am?

INAUDIBLE

TOMMY DUNN: You can speak after -- I'll let you speak at the end. Okay?

Moving on, Ordinance 5(a), Ordinance third reading, 2026-2027 budget. This will be a public hearing. Anyone wishing to speak to this matter, step forward, state your name and district. You have three minutes, and please address the chair, please.

Seeing and hearing none, do we have a motion to put this on the floor?

JIMMY DAVIS: So moved.

TOMMY DUNN: Motion by Councilman Jimmy Davis; and second by Councilman Elgin. Open the floor up for discussion. Chris Sullivan.

CHRIS SULLIVAN: Mr. Chairman, thank you. As you can see, Brett Sanders was supposed to be speaking tonight, but he's out of town, so I'm also on the Finance Committee with him, as well as Ms. Wilson. And I'm just going to kind of take the lead on this tonight for him.

So we had a -- is Mr. Sanders on? We good? Okay. So we had a three zero vote that it moved that to this position where it is now. I just wanted to go over some of the bullet points of what this budget will do. I've got to say tons of credit to Ms. Rita and her staff over there. Six, eight months ago we were hearing that there was no way to get through this without a tax increase, and we got through this without a tax increase. So there's a lot of hard work put in here. I'm just going to cover some of the main issues.

We were able to come up with a 2% pay raise for all non-sheriff employees, and a continuation of the sheriff's pay plan, totaling 1.9 million. In addition, funding the benefits, 1.1 million to fully fund health insurance for our employees. Provides for 27 new positions at our detention center to staff the new jail at a cost of 1.5 million. If these positions are approved, Council will have approved 51 new positions for the sheriff's office since 2020. It provides for debt service of the new detention center at $6.3 million a year.

Due to growth, we increased some fees to cover the growth with Building and Codes, driveway apron encroachment permits, municipal collections, delinquent tax posting fees, and stormwater fees in order to generate additional revenue. We estimate this will add about 864,000 to the general fund. And this is a way of growth paying for itself. $200 increase in sewer capacity fees for new residential construction, from 5800 to now 6000. There will be no increase for restaurants, commercial, medical, and

industrial customers. Keeps the level of funding the same for the solicitor and the public defender. There's no increase in the solid waste fee. The airport is a self-sustaining issue, so there's no money to that. It provides for four tenths of a mill increase for the library, three tenths of a mill increase for Tri-County Technical College. 72% of the general fund budget is for salaries and fringe benefits for employees. 76% of the county millage rate goes to first responders in our county.

Currently, the county has 78 vacancies we've not filled. We added nine mills worth of expenditures due to the new jail and Motorola, but have not increased millage. Fee in lieu has paid for the debt service for fiscal years ‘24 through ‘26 and it’s primarily paying for it in fiscal year ‘27.

Let's see what else we have here. And I know it's coming from a committee, so it doesn't need a second, but I do need to add something to the motion to put this on the floor, because there was a piece of it that was left off of the agenda. So I want to read the proper language into it. Whenever we vote on the fiscal year 26-27 budget, on third reading, we are affirmatively approving that the following Finance Committee actions that were unanimously approved on 6/19/26; first one, in order to bolster the general fund approval to transfer $3,196,051.58 in interest earnings from the ARPA fund to the general fund, and approval of the CVB budget that is also at your station.

And I'll put that in the form of a motion.

TOMMY DUNN: Have a motion. Have a second?

JIMMY DAVIS: Second.

TOMMY DUNN: Second by Councilman Jimmy Davis. Open the floor up for discussion. This is on the amendment to the budget. Any discussion? All in favor of the amendment show of hands. All opposed like sign. Show the motion carries unanimously.

Mr. Sullivan.

CHRIS SULLIVAN: Okay. And now I guess I'll present this budget as an official motion to be considered by the Council.

TOMMY DUNN: We got that and a second on it. Open the floor for discussion. Anymore discussion?

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: There were

several items that I requested that we look at and incorporate in the budget. One was that all travel, lodging, meals, registration fees, etcetera, were to be channeled into a contingency fund, like we had to do back in 2009. If you'll recall, the county was in dire straits financially. Except for essential services like the sheriff's department, and so forth. That was about 135,000. And employees needing to travel for important business for the county would apply to the administrator to take funds out. But that's 135,000.

Some of the departments had a large budget, relatively speaking, for those different items, but had spent very little, or even zero. So that's 135,000 that we need to think about, too.

I had requested that several departments' funding be reduced in order to fund the needed expenditures elsewhere. I'll be asking more questions about that as we go.

Chris and I met with Matt Hogan, and he gave this to Ms. Rita and Rusty. And of course we've requested that the fee in lieu of taxes and special source credit revenues, the distribution of revenue formula be more favorable to the county, like 75%.

I've looked through what has been put into the budget ordinance. It looks like it's close, but I'm not sure if it's the 75% that we envisioned. Have -- could you tell? It is 75?

CHRIS SULLIVAN: Yes.

CINDY WILSON: 75/25 in favor. Okay. And that will help fund the roads and other infrastructure needs in the county.

And I asked that our special projects for County Council be restored. That's a total of 280,000. And the soil and water appropriation, the conservation districts be restored, and that's less than 31,000. And this incorporated with soil and water being restored and making sure the impaired streams list makes it into our comp plan, which I understand they didn't want to put in, but it needs to be in there, because as we move forward in this county to clean up waterways, it's important to have it in the comp plan and have a partnership with soil and water conservation districts to get the grant funds that are necessary for some of the strong -- stream cleanup.

But those are some of the highlights of what I was concerned about. A lot of the departments do a really good job of handling their budgets, but there were a few that could be trimmed in order to shore up other areas that were needing more help. Thank you.

TOMMY DUNN: Thank you. Anyone else? Mr. Davis, Jimmy Davis.
JIMMY DAVIS: Mr. Sanders, do you have anything to add?
BRETT SANDERS: No, sir, I'm fine. (Inaudible.)
JIMMY DAVIS: He says he's good.
TOMMY DUNN: Okay. Anybody got anything else? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.
BRETT SANDERS: Aye.
TOMMY DUNN: Mr. Sanders, let the record show he voted aye. I could hear that.

Moving on to item number 6(a), Ordinance second reading, 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. Thayer.

You heard some of Ms. Axthelm's thoughts and concerns. Would you like to address any of that on the thing? Yes, sir.

JORDAN THAYER: Thank you, Mr. Chairman.

This was not intended to be a comprehensive overhaul of our short-term rental regulations. Right now, this only applies to special exception permits in certain zoned areas, so already we don't have too much regulations of these, but a lot of short-term rental properties have been pushing back against the county, saying that our short-term rental ordinance doesn't apply to their short-term rental because they don't serve breakfast or the host isn't actually in the home.

And so we have not interpreted it that way, and we've gotten a lot of push-back from lawyers and businesses, and we've been sued by a few. And so the purpose of this is just to clarify that a bed and breakfast doesn't require them to serve breakfast.

And so whether there could be more changes or not, that's not really the time and place for it.

TOMMY DUNN: Yes, sir, I agree.
JORDAN THAYER: This is just to shield us from future litigation.
TOMMY DUNN: Thank you very much for explaining that.

Do we have a motion to move this forward? Motion

by Councilman Glenn Davis. Do we have a second?
GREG ELGIN: Second.
TOMMY DUNN: Councilman Elgin. Open the floor up for discussion. All in favor of the motion show of hands.
BRETT SANDERS: Aye.
TOMMY DUNN: Mr. Sanders is affirmative. Show the motion carries unanimously.

Moving on to item number (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.

Do we have a motion to move this forward?
GREG ELGIN: 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. Councilman Sanders?
BRETT SANDERS: Aye.
TOMMY DUNN: Votes affirmative.
BRETT SANDERS: Aye.
TOMMY DUNN: Show the motion carries unanimously.

Moving on to item number (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.

Do we have a motion to move this forward? Motion by Ms. Wilson. Do we have a second?
GLENN DAVIS: Second.
TOMMY DUNN: Second by Councilman Glenn Davis. Any discussion? All in favor of the motion show of hands. All opposed like sign. Show the motion carries unanimously.

Moving on to item number (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.

Do we have a motion to move this forward?
JIMMY DAVIS: So moved.
TOMMY DUNN: Councilman

Jimmy Davis makes the motion; Ms. Wilson seconds it. Open the floor up for discussion. All in favor of the motion show of hands. All opposed like sign. Mr. Sanders?

BRETT SANDERS: Aye.

TOMMY DUNN: Mr. Sanders voted in the affirmative.

LEON HARMON: Mr. Chairman, I think we missed him on the previous one.

TOMMY DUNN: No, I got him. Supposed to have. I said it.

LEON HARMON: Okay.

TOMMY DUNN: Moving on to item number (e), 2026-033, an Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement and a 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.

Mr. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman, members of Council. This is an existing company in Anderson with a great reputation, investing in an expansion opportunity, $28 million, creating 63 new jobs with an average pay of $39.60 an hour, a new payroll of almost -- annual payroll of $5 million, bringing to the table in next year, $12,000. Last year this property made 30 -- paid $39 in property tax. 34 years, it would be 880 thousand. First year community impact 23 million. Thirty year community impact 177 million.

Thank you, Mr. Chairman.

TOMMY DUNN: Thank you.

Do we have a motion to move this forward?

CINDY WILSON: So moved.

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

CINDY WILSON: May I just very quickly?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: To confirm that this will be subject to the new distribution formula of revenue.

TOMMY DUNN: Anymore discussion? Councilman Jimmy Davis.

JIMMY DAVIS: Mr. Chair. I just want to confirm what Ms. Wilson said -- did you ask the question?

CINDY WILSON: Yes.

JIMMY DAVIS: Okay.

CINDY WILSON: I just wanted to confirm this is subject to the new formula?

TOMMY DUNN: Yeah.

CINDY WILSON: Thank you.

JIMMY DAVIS: So all fee deals that haven't had a third reading will be subject to the new, new deal. Thank you.

CINDY WILSON: Thank you.

TOMMY DUNN: Anyone else?

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

BRETT SANDERS: Aye.

TOMMY DUNN: Mr. Sanders is affirmative.

Moving on now to 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.

Do we have a motion to move this forward?

GLENN DAVIS: So moved.

CINDY WILSON: Second.

TOMMY DUNN: Mr. Glenn Davis; and second 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. Mr. Sanders?

BRETT SANDERS: Aye.

TOMMY DUNN: Mr. Sanders votes in favor of it.

Moving on to item number (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.

Mr. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman, members of Council. This is a project

of an expansion of an existing company that's been with us for about 40 years. They are continuing to invest. This does not include any jobs creation; however, they have agreed to maintain 395 jobs, full-time jobs through the investment period -- investment window of five years.

First year community impact 1,800,000. Thirty year community impact 9 million. Thank you, Mr. Chairman.

TOMMY DUNN: Thank you.

BURRISS NELSON: Also, none of these are data centers.

TOMMY DUNN: Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Have a second? 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 item number (h), 2026 -- yeah, Brett? Mr. Sanders?

BRETT SANDERS: Yes, sir.

TOMMY DUNN: You in the affirmative of that?

BRETT SANDERS: Affirmative. I'm sorry.

TOMMY DUNN: You're good. Go back to sleep.

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.

Mr. Nelson.

BURRISS NELSON: Thank you, Mr. Chairman. This is one of our premier industries, expanding to 300 million in capital investment, anticipating an additional 400 jobs with an average pay of $27 an hour. Alone, this expansion would be $21 million in new annual payroll. Taxes paid on this particular property last year, 365,000. Additional new taxes added to this project, another 97,000. Over 54 years, this project will pay 91 million in property tax.

First year community impact 969,854,000. Thirty

year impact 8,490,822,000. Thank you, Mr. Chairman.

TOMMY DUNN: Thank you. Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Do we have a second? Councilman Sullivan. Open the floor up for discussion. All in favor of the motion show of hands. Mr. Sanders.

BRETT SANDERS: Aye.

TOMMY DUNN: He votes affirmative. Any opposed? Show the motion carries unanimously.

Moving on to item number 7(a), Ordinance first reading -- thank you, Mr. Nelson. Ordinance 7(a), Ordinance first reading, 2026-037, an Ordinance imposing a moratorium on the acceptance, processing, or approval of development applications for data centers and all other land use or development approvals for data centers; and other matters related thereto.

Councilman Jimmy Davis.

JIMMY DAVIS: Thank you, Mr. Chair. This ordinance is before us tonight, and it also includes the pending doctrine ordinance inside the ordinance. So I'm the first one to admit I don't know squat about data centers. I don't know anything other than we don't -- I don't think anybody wants them. But I think it would be prudent for us as a Council to learn about them, to find out the types of them, and we need to have something in our development standards to deal with them.

And so that's why I bring this ordinance to you tonight to put a pause and make sure that nothing gets submitted. I don't know about the rest of my fellow Council people, but I've had calls. And I'm like, we don't, we don't know anything about it. You can't make good decisions with no information, much less bad information. So I think it's time we learn about data centers, and, and you know, once we gather some data and have public meetings, and let's do the best for Anderson County.

As far as the time frame for it, you know, six months came up. And in six months when the new Council is seated, we can extend it. Moratoriums get extended all the time. But I wanted to get the ball rolling and I'm gathering information. And let's do what's best for Anderson County, and what the citizens of Anderson County want and deserve and we -- I just want to respect their, their wishes on that.

So I bring that in the form of a motion.

CINDY WILSON: Second.
TOMMY DUNN: Have a motion by Councilman Jimmy Davis and second Ms. Wilson. Open the floor up for discussion.
CINDY WILSON: May I?
TOMMY DUNN: Ms. Wilson.
CINDY WILSON: I just wanted to let everyone know, the next Appalachian Council of Governments meeting, they're going to have a presentation on data centers. And of course, the state, as you reflect in your ordinance, is also working on that subject with a review of things.
So we should have some information within the next few months that would be helpful.
JIMMY DAVIS: Thank you.
CINDY WILSON: Thank you.
TOMMY DUNN: Thank you. Anyone else?
CHRIS SULLIVAN: Mr. Chairman?
TOMMY DUNN: Councilman Sullivan.
CHRIS SULLIVAN: I did want to mention one thing. Last week I met with -- well, I was in a meeting and someone from Spartanburg was in there. And they're trying to pass something. And they tried to get really, really specific; how much power usage was going on with it, and wound up, what they described, fit an engineering company that was looking to locate in the area. So they kind of by mistake, they wiped out a lot of businesses that -- so I just -- if someone comes to us that meets the criteria of the definition of data centers in section two of this, would the Council have to look at that to remove them from that moratorium if it was a non-data center related but just had similar qualities to the need of -- you see what I'm saying?
TOMMY DUNN: Let's let Mr. Thayer -- Mr. Thayer, you want to add to that, or say something?
JORDAN THAYER: I was just going to say, if you would want to exempt someone from the ordinance, I would think you would need to pass another ordinance exempting them from it.
TOMMY DUNN: Exemption them. Okay.
JORDAN THAYER: Correct.
TOMMY DUNN: Okay. Thank you.
CHRIS SULLIVAN: I know it's very hard to kind of -- you try to put as many

parameters in place to catch them, but then you're catching some other things that have nothing to do with a data center. So I just ask -- it may never come up, may never happen, but it happened to Spartanburg.

JORDAN THAYER: I agree, and we talked to Spartanburg. And so what you'll see with the language that we used is that, you know, some buildings -- this building has a server room in it and has all the infrastructure. There's, you know, communicating networks and all sorts of ways to define -- so we tried to acknowledge that in here to try to prevent that.

But you're absolutely right when you try to be this general. And then if you narrowly tailor it, then they can avoid it by avoiding the narrow tailor.

CHRIS SULLIVAN: That's all I've got.

TOMMY DUNN: Thank you. Anyone else?

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: It does, under number two, definition of data centers, as Mr. Thayer points out, it pretty much defines that. It applies to stand-alone structures or distinct portion of the building where the principal use is electronic data processing and storage. But excludes minor ancillary server rooms or IT closets that support a different primary business on the same premises. So that would cover that, wouldn't it?

JORDAN THAYER: That was the attempt, that was the attempt, at least.

CINDY WILSON: Pardon?

JORDAN THAYER: That was our attempt to avoid Mr. Sullivan's concerns.

TOMMY DUNN: Anyone else?

JIMMY DAVIS: Mr. Chair, if I may?

TOMMY DUNN: Councilman Jimmy Davis.

JIMMY DAVIS: Mr. Sullivan, I completely understand what you're saying, and I think, you know, we've got to be careful because we don't want to pass, you know, pass development standards and cut out good companies that aren't data centers from coming here and providing services.

So, I think that's -- that definitely needs to be part of our information gathering stage as we learn more. And I think, I think we can make really -- I

think we can make the right decision for Anderson County. Thank you, Mr. Chair.

TOMMY DUNN: Thank you. Anyone else? All in favor of the motion show of hands. Mr. Sanders?

BRETT SANDERS: Aye.

TOMMY DUNN: Mr. Sanders voted aye. Show the motion carries unanimously.

Moving on to item (b), 2026-038, an Ordinance to amend Section 24-49 of the Anderson County Code of Ordinances to reduce the number of Planning Commission members from 9 to 7. Ms. Wilson.

CINDY WILSON: Thank you, Mr. Chairman. We were in a really hard place during COVID, but -- with our Planning Commission meetings, and a lot of the meetings were not allowed to go forward. And with the state law in South Carolina, if an application for a project is not denied or approved within a certain time span, it goes forward automatically. So we had, we had Planning Commission members who had delicate health situations and couldn't attend. So a quorum was difficult to arrange.

So with the resignation of one of our at-larges, since we've put two at-larges in to try to make the quorum numbers work, that leaves only one at large, and with the new Council coming in and our old Council also involved here, it seems like a good time to go ahead and put us back to the pre-COVID makeup of our Planning Commission of seven members.

So, I'll put that in the form of a motion.

TOMMY DUNN: We have motion. Do we have a second? Second by Councilman Sullivan. Open the floor up for discussion.

GREG ELGIN: Mr. Chair?

TOMMY DUNN: Go ahead.

GREG ELGIN: Quick question on that. So I know you just said we had -- so right now District One still has two members, because I think one of the at-large is from District One, which leaves out District Four to have a representative. So, how do we ---

TOMMY DUNN: No, that's not correct.

CINDY WILSON: Well, they can appoint someone.

TOMMY DUNN: Right now the Anderson County Planning Commission is made up of seven.

GREG ELGIN: Yes.

TOMMY DUNN: We've got two resigned. We've got seven.
CINDY WILSON: Pardon?
TOMMY DUNN: We have seven right now on it. Two of those are from District Five. The other one -- the at large member is from District Five. Mr. Burns. But my point being, if we go down, what are we going to do -- it should be up to a new Council. If we go down, that means we're going to have six Council members. I mean, six Planning Commission members. You could have a three-three tie, then it don't move forward or -- so it automatically advances.

So we ain't got but seven right now to keep it. So my suggestion would be to keep it at seven and let new Council members -- Mr. Sanders, I've done talked to him, me and him discussed it. He's not going to -- his resigned. He's not going to appoint nobody. The other at-large member resigned, so we're down to seven. We've got seven members right now.

CINDY WILSON: Well, I just found out about the one who resigned from District Four. I will withdraw that motion, and maybe revisit it a little bit later. But it does need to go back to the original makeup.
TOMMY DUNN: And I'm sure it will.
CINDY WILSON: Hopefully, we can do that before the end of the year.
TOMMY DUNN: Okay. Ms. Wilson withdraws that then.

We're going to move on now to item number 8(a), Resolution 2026-038, a Resolution to approve revisions and amendments to the Anderson County, South Carolina Stormwater Design Manual; and other matters related thereto.

Do we have a motion to move this forward?
CINDY WILSON: So moved.
TOMMY DUNN: Motion Ms. Wilson; second by Councilman Elgin. Open the floor up for discussion.
CINDY WILSON: May I very quickly?
TOMMY DUNN: Yes, ma'am.
CINDY WILSON: Thank you, Mr. Batson, for bringing this up to date for us. We're very blessed to have probably the best stormwater department head in the state in our employ. We're really looking forward to having fewer of the horrible messes like we have out around Midway and

Breckenridge, and some of the other places that have had terrible stormwater issues. And hopefully, keeping our waterways clean and making everything look a lot nicer. So thank you.

And I see we've got a fee structure that accompanies this.

JON BATSON: That's right.

CINDY WILSON: Thank you.

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

Thank you, Mr. Batson, and your team.

BRETT SANDERS: Aye.

TOMMY DUNN: Thank you, Mr. Sanders.

BRETT SANDERS: Aye.

TOMMY DUNN: We got him.

Item number 9, approval of an agreement between Anderson County and the city of Belton regarding Magistrate Jameson serving as multiple municipal judge.

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. Councilman Sanders.

BRETT SANDERS: Aye.

TOMMY DUNN: Councilman Sanders votes affirmative.

Moving on to item number 10, bid approval ---

JIMMY DAVIS: Mr. Chairman, I need to recuse myself. I don't have anything to do with this company or anything, but it's in the same line of business that I am. I would like to recuse myself for this.

TOMMY DUNN: Would you mind letting Mr. Davis slide his phone down here where Mr. Sanders can hear us or we can hear him or something a little bit.

Let the record show Mr. Jimmy Davis has recused himself. We'll move on to bid approval, bid number 26-036 for a Front End Loader.

Do we have a motion to move this forward?

CINDY WILSON: So moved.

TOMMY DUNN: Motion Ms. Wilson. Second? Second by Councilman Chris Sullivan. Any discussion?

CINDY WILSON: May I?

TOMMY DUNN: Ms. Wilson.

CINDY WILSON: I'm sure Mr. Greg Smith will be very pleased to have this equipment. They have a real struggle meeting the needs of solid waste in our county, and they do a good job. Thank you.

TOMMY DUNN: Thank you.

All in favor of the motion show of hands. Councilman Sanders.

BRETT SANDERS: Aye.

TOMMY DUNN: Show he voted affirmative. Would you get Mr. Davis back?

We're going to move on to item number 11, appointments. Mr. Davis, Jimmy Davis.

JIMMY DAVIS: Thank you, Mr. Chair. At this time, I'd like to appoint Ms. Olivia Grace Conley to the Zoning Board of Appeals for District Six.

TOMMY DUNN: We have a motion. Have a second?

CINDY WILSON: Second.

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

I just want to say, Mr. Davis, I know that board will be very grateful.

All in favor of the motion show of hands. All opposed like sign. Show the ---

BRETT SANDERS: Aye.

TOMMY DUNN: Mr. Sanders votes affirmative.

Moving on to requests -- anybody else got any appointments I'm not aware of?

Moving on to requests by Council members.

Councilman Glenn Davis.

GLENN DAVIS: Thank you, Mr. Chairman. If I may do both of these at the same time?

TOMMY DUNN: Yes, sir.

GLENN DAVIS: The city of Anderson Recreation Department $500; JEBCO $1500. Put that in the form of a motion.

TOMMY DUNN: We have a motion by Mr. Glenn Davis. Have a second?

GREG ELGIN: 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. Mr. Sanders.

BRETT SANDERS: Aye.

TOMMY DUNN: He voted in

the affirmative. Show the motion carries unanimously.
Moving on to Administrator's report.
RUSTY BURNS: Nothing at this time, Mr. Chairman.
TOMMY DUNN: Moving on now to item number 14, citizens' comments. Mr. Harmon.
LEON HARMON: Mr. Chairman, no one is signed up. But you ---
TOMMY DUNN: I'm going to let that lady come up here that asked to speak a while ago. Let her come up here and state her name for the record.
Please state your name for the record, and your district and you've got three minutes. Address the chair, please. Talk in that mic there.
JENNIFER LANCE: Yes, sir. Good evening, Chairman and Council members. My name is Jennifer Lance. I believe I'm in the third district. I'm unsure. I'm a recent transplant.
And I appreciate the opportunity to speak. I'm here today as a citizen who believes Anderson County has an opportunity to become a leader in strengthening families across -- I'm sorry -- through transparency, accountability and community engagement.
Family Court issues extend far beyond the courtroom. They impact children, schools, health care providers, law enforcement, employers, local businesses and taxpayers.
When families experience prolonged conflict or unnecessary system failures, the effects ripple through our entire community. I respectfully ask the Council to consider supporting initiatives that promote greater transparency among county agencies serving children and families, ethical accountability, and conflict of interest safeguards, responsible stewardship of taxpayer resources, citizen participation in discussions involving family and child well-being.
Additionally, I would like to formally express my interest in working with the Council to establish an annual custodial interference recognition proclamation in Anderson County. The purpose of this proclamation would be to raise public awareness about custodial interference and its effect on children and families, encourage lawful compliance with custodial -- with custody and visitation orders, promote peaceful co-parenting whenever possible, recognize the importance of protecting meaningful parent-child relationships while respecting the authority of the courts, bringing together community organizations,

educators, legal professionals, law enforcement, mental health providers, and parents to support children's well-being.

This proclamation would not take sides in individual custody disputes. Instead, it would serve as a public statement that Anderson County values healthy parent-child relationships, due process, and the emotional well-being of children.

I would welcome the opportunity to work collaboratively with county leadership, legislators, professionals, and parents to help develop this initiative and other family-centered reforms.

Thank you for your service to Anderson County, and thank you for your time this evening.

Oh, and it's my birthday.

TOMMY DUNN: Happy birthday. Mr. Harmon? You have none; right?

LEON HARMON: No.

TOMMY DUNN: Moving on to comments from Council members.

Ms. Wilson.

CINDY WILSON: Oh, thank you. It's always fun at budget time, and we've had more than our share this past month. But it's been very helpful to work with my fellow Council members and Ms. Rita to get things pulled together.

Thank you.

TOMMY DUNN: Thank you. Councilman Sullivan.

CHRIS SULLIVAN: Thank you, Mr. Chairman. I just want to comment about yesterday, the 250 Celebration we had over here. I know our library was part of that, our museum was a part of that. Had a pretty good turnout for it to be 150 degrees outside yesterday with no shade. That was a lot of people there.

Mr. Elgin and I got to talk to the crowd, and actually got to sign an ordinance -- or sign our proclamation with a quill and ink. They had people recreating stuff from 250 years ago. So it was very interesting. I did a horrible job. I'm a left-hander. I smeared everything. So I don't need to be signing anything with ink and quill ever again.

But anyway, just a good time to celebrate America at 250 and in Anderson County, as well. So we had a great turnout and appreciate everything -- everybody that came out for that. Thank you.

TOMMY DUNN: Thank you.

CINDY WILSON: It was wonderful.

TOMMY DUNN: Councilman Elgin.

GREG ELGIN: Thank you, Mr. Chairman. Just to echo what Councilman Sullivan said, the Carolina Day Celebration yesterday downtown was great. A lot of history was presented, and a lot of things going on that we got to see. Appreciate everybody coming out, appreciate the library for doing that, and the city of Anderson for helping as well.

Just want to thank our staff, Ms. Rita, our budget staff. Y'all work miracles. Thank y'all.

Also, again, like I said earlier, just want to wish everybody a happy Fourth of July and America's 250th birthday this weekend. So everybody just be careful, enjoy your weekend, and let's celebrate America. Thank you.

TOMMY DUNN: Thank you. Councilman Glenn Davis.

GLENN DAVIS: Thank you, Mr. Chairman. I'd just like to piggyback on what Mr. Elgin just said. Happy birthday, America.

Thank you, sir.

TOMMY DUNN: Thank you.

Councilman Jimmy Davis. You can get bread after that, or before. Go ahead.

JIMMY DAVIS: Thank you, Mr. Chair. We had a -- I'm glad everything went smoothly down here. We have a smaller Carolina Day yesterday at Piedmont Riverfront Park, and we -- I think we had about 50 or 60 people come out to the park. And we got to hear the Declaration of Independence read in its entirety. And we had some wonderful singers and great speakers, and it was a great day out for not only America but Anderson County. And I was so encouraged by that.

I wanted to mention on the budget, many of you may have heard that 3% -- three tenths of a mill increase to Tri County Tech. And that that millage goes to, to reduce or sometimes eliminate the tuition for Anderson County students at going to Tri-County.

And I think it's important to note that we -- we're serious about making sure that our, our young people, and even older people that want to go to Tri County, have an advantage to go to that fine institution. I wanted to make sure that was put in there.

Thank you, Mr. Chair.

TOMMY DUNN: Thank you.

JIMMY DAVIS: Mr. Sander?

BRETT SANDERS: Sir?

JIMMY DAVIS: Do you have any comments?

BRETT SANDERS: Yes, sir. I want to thank the Finance Department. I want to thank my fellow Council members, and I'd much rather be there than what I've got ahead of me, but I'm going to come back as Steve Austin, and not the wrestler, but for the old people, the $6 million man, better and stronger. Thank you.

JIMMY DAVIS: You're in our thoughts and prayers.

TOMMY DUNN: Yep.

BRETT SANDERS: Thank you, brother, I appreciate it.

TOMMY DUNN: Thank y'all.

I just want to again echo and thank the Finance Department for what all they do every year, every day, constantly working, watching over tax preparation. Appreciate y'all. Thank the Finance committee, especially Mr. Sanders under his leadership. Job well done. Want to thank Mr. Burns and his staff for putting together the event yesterday, doing a great, great outstanding job for all that under his leadership.

Appreciate everybody. Have a safe holiday. Meeting be adjourned.

(MEETING ADJOURNED AT 7:18 P.M.)

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 21st day of July 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: June 16, 2026
Second Reading: June 29, 2026
Third Reading: July 21, 2026

Public Hearing: July 21, 2026

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, cul-de-sacs, 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, cardboard 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 purpose 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.

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, cul-de-sacs, 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, cardboard 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. 2026-029

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 21st day of July 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:	June 2, 2026
Second Reading:	June 16, 2026
Third Reading:	July 21, 2026
Public Hearing:	July 21, 2026

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. 2026-030

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 Resources 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 21st day of July 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:	June 16, 2026
Second Reading:	June 29, 2026
Third Reading:	July 21, 2026
Public Hearing:	July 21, 2026

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 21st day of July 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:	June 16, 2026
Second Reading:	June 29, 2026
Third Reading:	July 21, 2026
Public Hearing:	July 21, 2026

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”

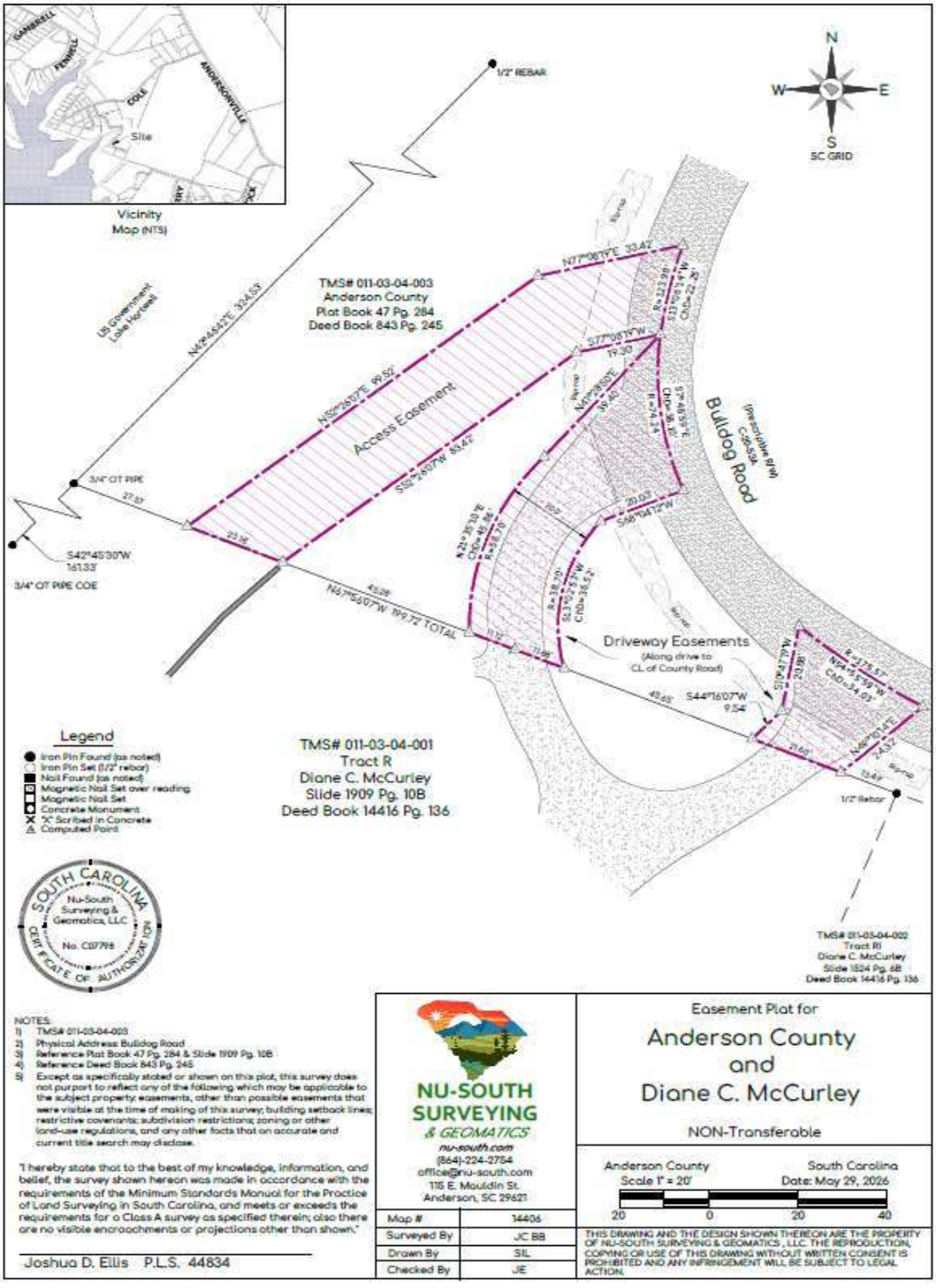
McCURLEY PROPERTY

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. 108
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

THIS DRAWING AND THE DESIGN SHOWN THEREON ARE THE PROPERTY OF NU-SOUTH SURVEYING & GEOMATICS, LLC. THE REPRODUCTION, COPYING OR USE OF THIS DRAWING WITHOUT WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

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 subdivisions provide for preservation of open space in exchange for more compact development within prescribed standards; and

WHEREAS, conservation subdivisions 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 21st day of July, 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:	June 16, 2026
Second Reading:	June 29, 2026
Third Reading:	July 21, 2026
Public Hearing:	July 21, 2026

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. 2026-035

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA, INTERNATIONAL VITAMIN CORPORATION, AND NUTRA MANUFACTURING, LLC WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the ***"County"***), acting by and through its County Council (the ***"County Council"***), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***), Title 4, Chapter 1 (the ***"Multi-County Park Act"***), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated July 21, 2026 (the ***"Inducement Agreement"***) with International Vitamin Corporation, a Delaware corporation, and Nutra Manufacturing, LLC, a Delaware limited liability company, together, (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 vitamins and dietary supplements (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 maintenance of 395 fulltime 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 Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) 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 One of the County; and

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) 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 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.

[Signature page follows.]

ENACTED in meeting duly assembled this 21st day of July, 2026.

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: June 16, 2026
Second Reading: June 29, 2026
Third Reading: July 21, 2026
Public Hearing: July 21, 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 June 16, 2026, June 29, 2026, and July 21, 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: July 21, 2026

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

among

ANDERSON COUNTY, SOUTH CAROLINA

and

INTERNATIONAL VITAMIN CORPORATION

and

NUTRA MANUFACTURING, LLC

Dated as of July 21, 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 9
SECTION 3.02 DILIGENT COMPLETION 9
SECTION 3.03 FILINGS AND REPORTS 9

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS 11
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS 12
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS 13
SECTION 4.04 REMOVAL OF EQUIPMENT 14
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY 14
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT 14

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS 16
SECTION 5.02 RIGHTS TO INSPECT 16
SECTION 5.03 CONFIDENTIALITY 16
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY 16
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS 17
SECTION 5.06 INDEMNIFICATION COVENANTS 17
SECTION 5.07 QUALIFICATION IN STATE 18
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL 18
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS 18
SECTION 5.10 ADMINISTRATION EXPENSES 19
SECTION 5.11 PRIORITY LIEN STATUS 19
SECTION 5.12 INTEREST; PENALTIES 19
SECTION 5.13 SPONSOR AFFILIATES 19

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT 21
SECTION 6.02 REMEDIES UPON DEFAULT 21
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES 22
SECTION 6.04 NO WAIVER 22

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES....23
SECTION 7.02 BINDING EFFECT....23
SECTION 7.03 COUNTERPARTS 24
SECTION 7.04 GOVERNING LAW....24
SECTION 7.05 HEADINGS....24
SECTION 7.06 AMENDMENTS....24
SECTION 7.07 FURTHER ASSURANCE 24
SECTION 7.08 INVALIDITY; CHANGE IN LAWS....24
SECTION 7.09 TERMINATION BY COMPANY....25
SECTION 7.10 ENTIRE UNDERSTANDING 25
SECTION 7.11 WAIVER 25
SECTION 7.12 BUSINESS DAY....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:	International Vitamin Corporation Nutra Manufacturing, LLC	**Project Name:**	Project Health
Projected Investment:	$31,090,473	**Projected Jobs:**	395 (maintained)
Location (street):	4941 Liberty Hwy Anderson, SC 29621	**Tax Map No.:**	118-00-06-001
1. FILOT			
Required Investment:	FILOT Act Minimum Investment Requirement		
Investment Period:	5 years	Ordinance No./Date:	2026-035 July 21, 2026
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	332.32	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:	Greenville/Anderson December 1, 2010 Park		
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 Contract Minimum Investment Requirement is not met during the Standard Investment Period, the Special Source Credits will be reduced to 10% on a prospective basis.		
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 July 21, 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, and **INTERNATIONAL VITAMIN CORPORATION PROJECT HEALTH**, a corporation organized and existing under the laws of the State of Delaware (the "***Operating Company***"), and **NUTRA MANUFACTURING, LLC** a limited liability company organized and existing under the laws of the State of Delaware, (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 vitamins and dietary supplements 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 July 21, 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, 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.

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

"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 0.33232 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 Delaware; the Landlord is organized and in good standing under the laws of the State of Delaware; 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 vitamin and dietary supplement manufacturing, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

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) maintain 395 fulltime jobs within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 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 332.32 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 Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, the Special Source Credits otherwise payable under this Fee Agreement shall be reduced to 10% on a prospective basis.

(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 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 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) 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.

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

(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 Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) 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 One of the County; and

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) 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 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 4.01(c) shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

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. 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 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:

International Vitamin Corporation
Attn: Bence Rabo
4695 MacArthur Court, Suite 1400
Newport Beach, CA 92660

Nutra Manufacturing, LLC
Attn: Bence Rabo
4695 MacArthur Court, Suite 1400
Newport Beach, CA 92660

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]

INTERNATIONAL VITAMIN CORPORATION

_____

By: _____

Its: _____

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

NUTRA MANUFACTURING, LLC

_____

By: _____

Its: _____

[Signature Page 3 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

All that portion of real property, including improvements thereon, located entirely within Anderson County, consisting of approximately 96.23 acres and identified by tax map number 118-00-06-001.

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 July 21, 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 July 21, 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 AMONG ANDERSON COUNTY, SOUTH CAROLINA, RES SOUTH CAROLINA HOLDINGS, LLC, AND ARTHREX MANUFACTURING, INC. 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 December 16, 2025 (the ***"Inducement Agreement"***) with Arthrex Manufacturing, Inc., a Florida corporation, and RES South Carolina Holdings, LLC, a South Carolina limited liability company, together, (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 medical 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 Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) 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 One of the County; and

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) 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 21st day of July, 2026.

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: June 16, 2026
Second Reading: June 29, 2026
Third Reading: July 21, 2026
Public Hearing: July 21, 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 June 16, 2026, June 29, 2026, and July 21, 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: July 21, 2026

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Among

ANDERSON COUNTY, SOUTH CAROLINA

and

ARTHREX MANUFACTURING, INC.

and

RES SOUTH CAROLINA HOLDINGS, LLC

Dated as of July 21, 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 16
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....26
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:	**Arthrex Manufacturing, Inc. and RES South Carolina Holdings, LLC**	**Project Name:**	**Project Next**
Projected Investment:	**$150,000,000**	**Projected Jobs:**	**400**
Location (street):	**130 Arthrex Drive Pendleton, SC 29670**	**Tax Map No.:**	**065-00-04-024-000**
1. FILOT			
Required Investment:	Enhanced Minimum Investment Requirement		
Investment Period:	13 years	Ordinance No./Date:	Ordinance 2026-036 July 21, 2026
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 July 21, 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, **ARTHREX MANUFACTURING, INC.**, a corporation organized and existing under the laws of the State of Florida (the "***Operating Company***"), and **RES SOUTH CAROLINA HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of South Carolina, (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 medical devices 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 July 21, 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:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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

"Administration Expenses" shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

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

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

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

"Company" shall mean, collectively, the Operating Company and the Landowner, 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 Landowner.

"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]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 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 Florida; the Landowner is organized and in good standing under the laws of the State of South Carolina; and both the Operating Company and the Landowner 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 medical device 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]

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 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]

ARTICLE IV

FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

Step 2: 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 Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) 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 One of the County; and

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) 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 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 4.01(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 (2nd) 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 39th 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 (120th) 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]

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

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

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

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

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

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

ARTICLE VI

DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

Arthrex Manufacturing, Inc.
Attn: Daniel Hall, Vice-President
1370 Creekside Blvd
Naples, FL 34108

RES South Carolina Holdings, LLC
Attn: Daniel Hall, Vice-President
1130 Creekside Parkway
#112646
Naples, FL 34108

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]

ARTHREX MANUFACTURING, INC.

_____

By: _____

Its: _____

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

RES SOUTH CAROLINA HOLDINGS, LLC

By: _____
Its: _____

[Signature Page 3 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, located on U.S. Highway 76, **containing 1.140 acres**, more or less, as shown and more fully described on a plat thereof prepared by R. Jay Cooper, PE & LS #4682, dated July 2, 1985, and recorded in the ROD Office for Anderson County, South Carolina, in Plat Book 93 at Page 570, reference to which is hereby craved for a more complete metes and bounds description thereof.

Parcel 2:

ALL that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, Pendleton Township, State of South Carolina, **containing 45 acres**, more or less, located at the intersection of Milwee Creek Road and Clemson Highway, fronting on Clemson Highway a distance of 1100 feet, more or less, as shown on a plat of survey entitled "Survey for John D. Rogers", prepared by John F. Tinsley, PLS, dated December 1, 1997, and recorded in the ROD Office for Anderson County, South Carolina, in Plat Slide/Book 1106 at Pages 3 and 4, reference to which is hereby craved for a more complete metes and bounds description thereof. Said tract being bounded on the North by property now or formerly of Sloan, BellSouth, Sandy Springs Methodist Church, Milwee Creek Road and Blackmon Road, on the East by a 137.19 acre tract, on the South by a 37.00 acre tract, and on the West by the remaining right of way for Clemson Highway (U.S. No. 76 and S.C. No. 28).

Parcel 3:

ALL those certain pieces, parcels or tracts of land situate, lying and being in the County of Anderson, Pendleton Township, State of South Carolina, and being shown and designated as a **Tract containing 37 acres**, more or less, and a **Tract containing 137.19 acres**, more or less, located on the eastern side of Clemson Highway, as shown on a plat of survey entitled "Survey for John D. Rogers", prepared by John F. Tinsley, PLS, dated December 1, 1997, and recorded in the ROD Office for Anderson County, South Carolina, in Plat Slide/Book 1106 at Pages 3 and 4, reference to which is hereby craved for a more complete metes and bounds description thereof. Said tract being bounded on the North by Blackmon Road and a 45.00 acre tract, described as Parcel 2 above, on the Northeast by property now or formerly of Harry B. Moore, on the East by property now or formerly of David O. Martin and Mamie R. Brunson, on the South by property now or formerly of Ernest W. Garrison and a 1.140 acre tract, described as Parcel 1 above, and on the West by Clemson Highway – U.S. No. 76 and S.C. No. 28 and property now or formerly of Ernest W. Garrison and property now or formerly of Snipes.

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 July 21, 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, 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 July 21, 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, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_____.

(3) **[Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.]** Of the total amount set forth in (2) above, $_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description	Investment Amount

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

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

_____
Name:_____
Its:_____

ORDINANCE NO. 2026-037

AN ORDINANCE IMPOSING A MORATORIUM ON THE ACCEPTANCE, PROCESSING, OR APPROVAL OF DEVELOPMENT APPLICATIONS FOR DATA CENTERS AND ALL OTHER LAND USE OR DEVELOPMENT APPROVALS FOR DATA CENTERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the South Carolina General Assembly, in its 126th session, introduced House Bills 5286 and 5526, which are drafted to restrict counties from granting approval for applications or permits related to new data centers until January 1, 2028, or until comprehensive oversight and approval processes can be established by the General Assembly; and

WHEREAS, while House Bills 5286 and 5526 have not been passed, it is likely they will pass or be reintroduced at the beginning of the 127th legislative session. The County Council finds it is prudent to wait for the General Assembly to speak on this matter by enacting legislation which could regulate data centers or counties' approval of such data centers; and

WHEREAS, Anderson County Council is empowered pursuant to Title 4, Chapter 9, Section 4-9-25 of the South Carolina Code of Laws, 1976, as amended, to adopt regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina (the "***State***"), including the exercise of these powers in relation to health and order in the County or respecting any subject as appears to the Council necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein, to include providing for land use regulations pursuant to Section 4-9-30 of the South Carolina Code of Laws, 1976, as amended; and

WHEREAS, the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, Section 6-29-310 et seq., of the South Carolina Code of Laws, 1976, as amended, authorizes the County to enact or amend its land development regulations to guide development in accordance with existing and future needs and to protect, promote and improve public health, safety, and general welfare; and

WHEREAS, Anderson County Council is currently working with Code Wright as a consultant to help develop, modify, and review land use development ordinances and zoning ordinances to ensure such ordinances are effective, efficient, and serving the best interest of the residents of Andeson County. The County Councils finds it is prudent to request to and allow a response from Code Wright regarding the regulation of data centers; and

WHEREAS, inadequately regulated development of multiple data centers may have negative impacts on neighboring property owners, and the operation of such centers are dependent on adequate capacity of regulated utilities; and

WHEREAS, the exponential growth of data center facilities, particularly large-scale campuses, could potentially create an unprecedented strain on the County's essential public resources, including without limitation, the electric power grid, water supply, and local infrastructure; and

WHEREAS, Anderson County recognizes the County currently does not have a regulatory framework or zoning ordinance structure that is sufficient to properly manage the scale and impact of this industry, necessitating a comprehensive, independent study to protect the public health, safety, and welfare of Anderson's citizens; and

WHEREAS, The Council has determined that it may be necessary to review the areas within the County where Data Centers are allowed, and the conditions under which Data Centers may be developed, and to further consider county-wide amendments to the provisions of the land use and zoning regulations concerning Data Centers if necessary and prudent for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein.

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

1. Temporary Moratorium on New Data Centers. By and through the enactment of this Ordinance, the Council hereby imposes a temporary moratorium on the consideration of development applications for new data centers, and the issuance or approval of other land use applications or approvals, as applicable, for the development of new data centers within the County for a period of six (6) months from the date of the enactment of this Ordinance. The County staff, the Planning Commission, and the County's Board of Zoning Appeals are hereby directed to hold in abeyance any development applications involving new data centers that are received after the first reading of this Ordinance.

2. Definition of Data Centers. For the purpose of this Ordinance, data centers are defined as a facility comprised of one or more buildings that house computer systems and associated components, including telecommunications and data processing or storage systems, and whose primary function is the storage, management, and processing of data. This definition applies to stand-alone structures or a distinct portion of a building where the principal use is electronic data processing and storage, but excludes minor, ancillary server rooms, or IT closets that support a different primary business on the same premises.

3. Extension of Temporary Moratorium by Resolution. The Council hereby finds and determines that the Moratorium imposed hereby may be extended by resolution of the Council. The resolution must instruct County Administration and Staff to investigate, examine, and create a regulatory framework around which data centers will be regulated. The resolution should identify the criteria and considerations for County Administration and Staff to consider when creating the regulatory framework. Any such resolution extending the moratorium must expire on or before December 31, 2027.

4. Pending Ordinance Doctrine. This Ordinance is subject to the Pending Ordinance Doctrine.

5. 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.

6. 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.

7. 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 Tommy Dunn, District #5, Chairman
Anderson County Administrator

_____
Renee Watts
Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2026-042

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

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

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

WHEREAS, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcel(s) in Greenville County.

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

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

ATTEST:

_____
Rusty Burns
Administrator, Anderson County

FOR ANDERSON COUNTY:

_____
Tommy Dunn
Chairman, Anderson County Council

(SEAL)

By: _____
Renee Watts
Clerk to Anderson County Council

APPROVED AS TO FORM:

_____

Leon C. Harmon
Anderson County Attorney

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

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

Span-America Medical Systems, Inc. (Project Up)

ALL that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Commerce Drive, being shown on a plat prepared by John R. Long & Associates for Liberty Life Insurance Company dated March 4, 1983, and revised April 12, 1983 and April 22, 1983, and having, according to said plat, the following metes and bounds, to-wit:

To find the point of beginning, begin at an iron pin on the western side of Commerce Drive at the corner of Lot 4 and follow the western edge of Commerce Drive along a curve N. 21-09-28 W., the length of the chord of which is 207.57 feet to an iron pin, the point of beginning; thence with the western side of Commerce Drive S. 37-20-21 E. the length of the chord of which is 61.85 feet to an iron pin; thence continuing with the western side of Commerce Drive S. 41-02-00 E. 95.39 feet to an iron pin; thence S. 39-31-48 W. 766.19 feet to an iron pin at Smith Road; thence with Smith Road, N. 31-05-00 W. 383.04 feet to an iron pin; thence N. 59-32-00 E, 701.55 feet to an iron pin at Commerce Drive, the point of beginning, containing 4.721 acres, more or less.

AND

ALL that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Commerce Drive, being shown on a plat prepared by John R. Long and Associates for Liberty Life Insurance Company dated March 4, 1983, and revised April 12, 1983 and April 22, 1983, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the western side of Commerce Drive at the joint front comer of Lot 4 and lot herein conveyed and running thence S. 44-45-04 W. 35.81 feet to an iron pin; thence N. 69-45-23 W. 484.29 feet to an iron pin; thence S. 21-53-39 W. 196.63 feet to an iron pin; thence S. 21-53-30 W. 35.27 feet to an iron pin; thence S. 4-21-06 E. with a curve, the length of the chord of which is 477.65 feet to an iron pin; thence N. 59-32-00 E. 701.55 feet to an iron pin at Commerce Drive; thence with Commerce Drive, N. 21-09-28 W. with a curve, the length of the chord of which is 207. 57 feet to an iron pin; the point of beginning, containing 6.295 acres, more or less.

AND ALSO:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Commerce Drive, being known and designated as Lot 4 on a plat of Commerce Center Subdivision, Phase I, recorded in the R.M.C. Office for Greenville County in Plat Book 7-C, at Page 98, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Commerce Drive at the joint corner of Lots 3 and 4 and running with Commerce Drive S. 04-09-29 W. along an arc of 215 feet, the length of the chord of which is 213.20 feet to an iron pin; thence S. 44-45-04 W. 35.81 feet to an iron pin; thence N. 69-45-23 W. 484.29 feet to an iron pin on the eastern side of Smith Road; thence with Smith Road N. 21-53-39 E. 250 feet to an iron pin on the eastern side of Smith Road; thence with the joint line of Lots 3 and 4 S. 68-06-31 E. 433.97 feet to the point of beginning

Greenville County Tax Map No.: 0533020100918

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) 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 _____, _____, and _____, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public _____.

_____
Clerk, Anderson County Council

Dated: _____, 2026

ORDINANCE NO. 2026-043

AN ORDINANCE TO AMEND ARTICLE V OF CHAPTER 18 OF THE CODE OF ORDINANCES OF ANDERSON COUNTY, SOUTH CAROLINA, SO AS TO REALIGN THE ANDERSON COUNTY HAZARDOUS MATERIALS TEAM; TO ESTABLISH A FULL-TIME HAZARDOUS MATERIALS PROGRAM MANAGER POSITION; TO PROVIDE FOR REPORTING STRUCTURE AND FUNDING; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council recognizes that industrial, commercial, and transportation growth within the county has increased the manufacture, storage, use, and transportation of hazardous substances; and

WHEREAS, the County maintains a Hazardous Materials Team to protect the health, safety, and welfare of its citizens; and

WHEREAS, County Council finds that ensuring operational readiness necessitates adequate administrative and technical support with effective oversight, which requires the establishment of a full-time Hazardous Materials Program Manager within the County Emergency Management Division.

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

1. That section 18-176 and sections 18-206 through 18-210 of the Code of Ordinances, Anderson County, South Carolina, are hereby amended to read as follows:

Sec. 18-176. – Establishment; Purpose; Administration.

(a) Anderson County recognizes that the manufacture, storage, use, and transportation of hazardous substances within the county present potential risks to public health, safety, property, and the environment.

(b) There is hereby continued and formally structured the Anderson County Hazardous Materials Response Team (hereinafter referred to as the "Hazardous Materials Team") for the purpose of responding to incidents involving the actual or threatened release of hazardous materials.

(c) The Hazardous Materials Team shall operate at the direction of a full-time Hazardous Materials Program Manager employed by Anderson County.

(d) The Hazardous Materials Program Manager shall report directly to the Emergency Management Director of Anderson County and shall operate within the organizational structure of the County Emergency Management Division.

(e) The Hazardous Materials Program Manager position shall be funded through the County General Fund, with salary and benefits established through the annual county budget process.

(f) The Hazardous Materials Program Manager shall be responsible for the oversight of the Hazardous Materials Team and its leadership for overall administration, operational readiness, regulatory compliance, and overall success of the Hazardous Materials Team. Specific duties and responsibilities shall be defined in an official job description approved in accordance with the County's established personnel policies and procedures.

(g) A standing LEPC subcommittee shall be established and composed of representatives from all relevant stakeholder groups to review team readiness in supporting the county's chemical emergency response plans, as well as its long-term objectives and needs. This subcommittee shall meet at least biannually and provide an annual report to the LEPC and the Emergency Management Director.

Sec. 18-206. – Purpose and Authority.

(a) The purpose of this division is to provide stable and adequate funding for the continued operation, readiness, training, equipment, and administration of the County Hazardous Materials Response Team.

(b) This division is enacted pursuant to the County's home rule authority under the laws of the State of South Carolina.

Sec. 18-207. – Applicability.

(a) This division shall apply to:

1. Every owner or operator of a facility required to file Tier II reports pursuant to Sections 311 or 312 of the Emergency Planning and Community Right-to-Know Act (EPCRA);
2. Every person or entity transporting hazardous materials in or through Anderson County;
3. All retail gasoline and/or diesel fuel stations storing a combined minimum of 1,500 gallons on-site; and
4. Any commercial or industrial facility storing, handling, manufacturing, or using hazardous materials in quantities requiring federal or state reporting.

(b) The obligations imposed herein are in addition to all other federal, state, or local requirements.

Sec. 18-208. – Annual Hazardous Materials Fee.

(a) An annual hazardous materials fee is hereby imposed on each facility location required to file an annual Tier II report pursuant to the Emergency Planning and Community Right-to-Know Act (EPCRA) and all retail gasoline and/or diesel fuel stations storing a combined minimum of 1,500 gallons on-site.

(b) Fees shall be assessed on a per-substance, per-location basis and shall be calculated according to the average daily quantity stored.

(c) Each substance shall be classified as either a Hazardous Substance or an Extremely Hazardous Substance (EHS) in accordance with Title 40 of the Code of Federal Regulations (CFR), and fees shall be assessed accordingly.

(d) The fee schedule shall be incorporated in the County's annual operating budget. The Local Emergency Planning Committee (LEPC), in coordination with the Anderson County Emergency Management Division, shall review the fee schedule annually and recommend any proposed changes prior to the start of the county's budget adoption for the year.

(e) All fees shall be due within sixty (60) days of invoice issuance unless otherwise specified.

(f) Any fee not paid within sixty (60) days shall be considered delinquent and may be subject to penalties, interest, and collection actions as permitted by law.

(h) The County shall pursue all lawful means necessary to collect unpaid fees, including reasonable attorney fees, court costs, and collection costs.

Sec. 18-209. – Cost Recovery for Hazardous Materials Incidents.

(a) Any person or entity responsible for the release, threatened release, discharge, spill, or improper handling of hazardous materials requiring response by the County Hazardous Materials Team shall be liable for all actual and reasonable response costs incurred by the County.

(b) The rates shall be incorporated in the County's annual operating budget. The Local Emergency Planning Committee (LEPC), in coordination with the Anderson County Emergency Management Division, shall review the rates annually and recommend any proposed changes prior to the start of the county's budget adoption for the year.

(c) The County shall issue an itemized invoice of materials. Payment shall be due within sixty (60) days of receipt.

(d) Any invoice not paid within sixty (60) days shall be delinquent. A penalty of five percent (5%) of the original invoice amount shall be added for each month, or portion

thereof that the invoice remains unpaid, not to exceed one hundred percent (100%) of the original invoice amount.

(e) The County may pursue civil action or any lawful remedy to recover unpaid costs, including attorney fees and court costs.

Sec. 18-210. – Hazardous Materials Team Fund.

(a) All income collected pursuant to this division shall be placed in a special revenue fund and expended only for funding the hazardous materials team.

(b) At the end of the fiscal year, all unexpended income will be applied to the next fiscal year.

(c) All purchases shall comply with county procurement policies and applicable law.

2. That the Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section, to be numbered Sec. 18-211, which reads as follows:

Sec. 18-211. – Enforcement.

(a) Fees and costs imposed under this division constitute legal obligations owed to the County.

(b) The County may pursue civil remedies to enforce this division and recover all amounts due.

(c) Each day a violation continues may constitute a separate offense as permitted by law.

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 _____ Tommy Dunn, District #5, Chairman
Anderson County Administrator

_____
Renee Watts
Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

ORDINANCE NO. 2026-044

AN ORDINANCE IMPOSING A MORATORIUM ON THE ACCEPTANCE, PROCESSING, OR APPROVAL OF SPECIAL EXCEPTION PERMITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, under South Carolina Code Section 4-9-25 Anderson County has the authority to enact ordinances; and

WHEREAS, Anderson County may create zoning regulations under South Carolina Code Section 6-29-760; and

WHEREAS, the Anderson County Board of Zoning Appeals may hear special exceptions under South Carolina Code Section 6-29-800; and

WHEREAS, chapter 48 section 9:5 of the Anderson County Code of Ordinances allows the Board of Zoning Appeals to hear and decide upon uses permitted by special exception; and

WHEREAS, Anderson County Council is currently working with Code Wright as a consultant to help develop, modify, and review land use development ordinances and zoning ordinances to ensure such ordinances are effective, efficient, and serving the best interest of the residents of Anderson County. The County Council finds it is prudent to request to and allow a response from Code Wright regarding issuance of special exception permits; and

WHEREAS, Anderson County desires to modify or amend its special exception regulations and how the Board of Zoning Appeals hears and decides special exception permits; and

WHEREAS, the Council has determined that it may be necessary to review the areas within the Anderson County Code of Ordinances that relate to special exception permits to encourage sustainable development necessary and prudent for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein.

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

1. Moratorium on Special Exception Permits. By and through the enactment of this Ordinance, the Council hereby imposes a temporary moratorium on the acceptance and processing of applications for special exception permits within the County for a period of six (6) months from the date of the enactment of this Ordinance. The County staff, development planning department, and the County's Board of Zoning Appeals are hereby directed to hold in abeyance any applications involving special exception permit requests that are received after the first reading of this Ordinance.

2. Pending Ordinance Doctrine. This Ordinance is subject to the Pending Ordinance Doctrine.

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 Tommy Dunn, District #5, Chairman
Anderson County Administrator

_____
Renee Watts
Clerk to Council

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

RESOLUTION NO. 2026-040

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT HEALTH 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 HEALTH (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 of its manufacturing facility in the County (collectively, the ***"Project"***), which will result in expected investment by the Company in the Project of at least $31,090,473 in non-exempt investment and the maintenance of 395 fulltime jobs 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 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 the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; 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 or will be 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 on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code and 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 Companies 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, there is hereby authorized 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"***).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of 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 Inducement Agreement and 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

By:_____
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

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 HEALTH** (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; to issue special source revenue bonds, or in the alternative, to provide special source 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 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 an expansion of its manufacturing facility in the County (collectively, the ***"Project"***), which will result in an expected investment by the Company in the Project of at least $31,090,473 (the ***"Investment Target"***) and the maintenance of 395 fulltime jobs 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 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, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(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%; (ii) a fixed millage rate of 332.32 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 Companies, in their 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 Companies 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 seventy (70%) for years one through five, sixty-five percent (65%) for years six through ten, and sixty percent (60%) for years eleven through twenty 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 county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for twenty (20) consecutive years.

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 $2,500,000, the statutory minimum investment, 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 (taking into account all infrastructure credits actually received) 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 (120th) day following the last day of the Investment Period.

ARTICLE III
UNDERTAKINGS ON THE PART OF THE COMPANIES

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(d) 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 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 AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO 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 DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

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 and Special Source Credit 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 agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Companies 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 Companies.

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
Anderson County Council

Attest:

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

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

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

PROJECT HEALTH

By:_____
Name:_____
Title:_____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of resolution duly adopted at a meeting of said County Council held on _____, 2026, at which meeting a quorum was at all times present.

WITNESS MY HAND this ____ day of _____, 2026.

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

RESOLUTION NO. 2026-041

A RESOLUTION TO CONSENT TO THE ANNEXATION OF PROPERTY FROM ANDERSON COUNTY TO PICKENS COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the property being discussed ("Dellwood") consists of approximately 26 lots maintained by approximately 17 property owners; and

WHEREAS, Dellwood consists of property located within Anderson County on Wren Street and Lark Circle; and

WHEREAS, Dellwood is currently within the municipality of Clemson; and

WHEREAS, Dellwood can only be accessed by using roads within Pickens County; and

WHEREAS, the portions of Dellwood that are currently in Anderson County are surrounded by Eighteen Mile Creek ("Creek") and are not accessible from Anderson County maintained roads or property; and

WHEREAS, the Annexation will not be paid for by any Anderson County taxpayer dollars or funds; and

WHEREAS, Pickens County will have to follow the procedures set out in South Carolina Code Section 4-5-120 *et seq*. in order to properly annex Dellwood.

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

1. Anderson County Council finds that it is appropriate to consent to the annexation of Dellwood, which includes properties on Wren Street and Lark Circle, to Pickens County.

2. Anderson County Council finds the Creek around Dellwood, as well as the inability to access Dellwood through Anderson County, creates good cause for the neighborhood to be annexed by Pickens.

3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. 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.

5. 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

MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: June 30, 2026

TO: Anderson County Council

FROM: Jonathan Fox
Roads & Bridges Manager

SUBJECT: Acceptance of Road Improvements to Brooklyn St (C-15-0051A)

Council District 5

Due to an upcoming Duke Energy project, road upgrades have been identified to Brooklyn St (C-15-0051A). Currently, Brooklyn St is a paved inactive county road measuring 1056' in length with a 50' dedicated right-of-way. The improvements/modifications will be made by Duke Energy under an encroachment permit and with the supervision of Roads & Bridges staff.

To accommodate the increase in traffic and provide access to new lots the improvements/modifications will include:

- 66' right-of -way deeded to the county
- Extension of Brooklyn St by approximately 452 linear feet
- Installation of a 100' commercial cul-de-sac at the terminus of Brooklyn St

We recommend accepting the additional right of way with future improvements/modifications to Brooklyn St to be provided by Duke Energy.

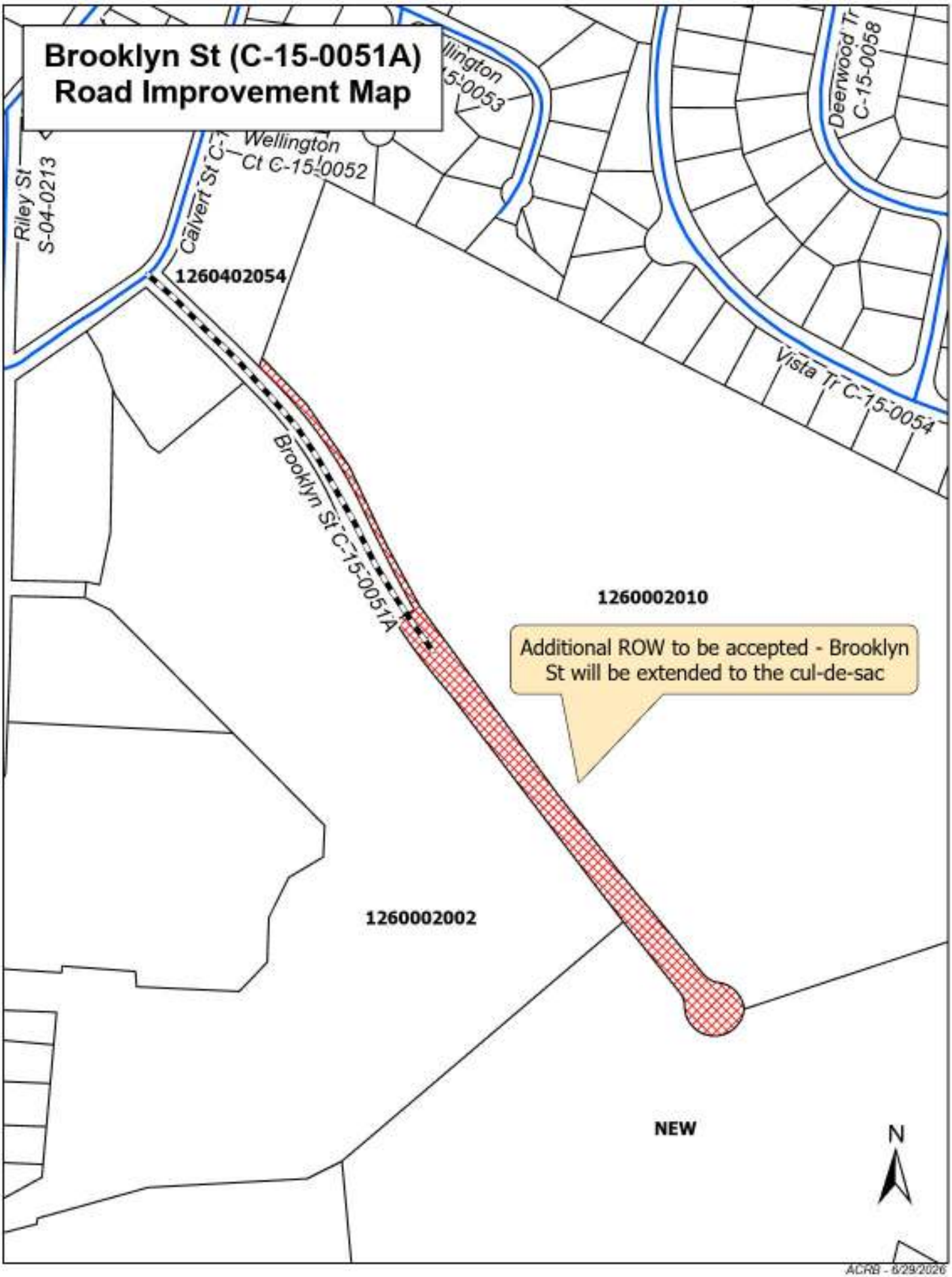
Jonathan Fox

Manager, Roads & Bridges

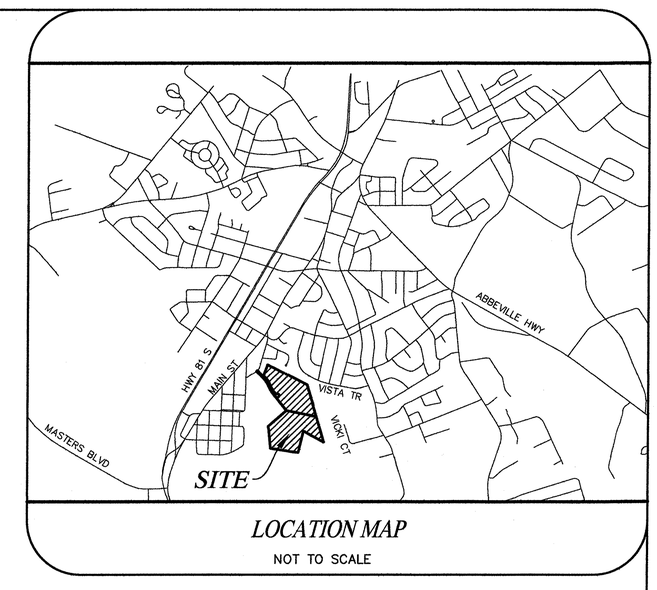
Tommy Dunn, Chairman, District 5
Chris Sullivan, Council District 1
Greg Elgin, Council District 3
Cindy Wilson, Council District 2
Brett Sanders, V. Chairman, District 4
Glenn Davis, Council District 7
Jimmy Davis, Council District 6
Renee Watts, Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org


Brooklyn St (C-15-0051A)
Road Improvement Map
Riley St
S-04-0213
Calvert St C-15-0051
Wellington
Ct C-15-0052
Wellington
15-0053
Deerwood Tr
C-15-0058
Vista Tr C-15-0054
1260402054
Brooklyn St C-15-0051A
1260002010
Additional ROW to be accepted - Brooklyn St will be extended to the cul-de-sac
1260002002
NEW
N
ACRB - 6/29/2026

Inst Num: 260015016 06-05-2026 11:48:55 AM
FILED, RECORDED, INDEXED
E Bk:S3376 Pg:1 Pages:1
Fees: $25.00 St Fee: $0.00
Co Fee: $0.00
REGISTER OF DEEDS
ANDERSON CO., SC
Cynthia D. Radford



LOCATION MAP
NOT TO SCALE

CONTROL MONUMENT
GRID N: 958811.14'
GRID E: 1499492.05'
S.C.S.P.C.S. HORIZONTAL:
(NAD 83, 2011, IFEET)

LOT 23
JOYCE C. NIX
TAX PARCEL: 126-04-02-003
DEED REF: 2698/297PLAT REF: 52/43

LOT 22
JAMES EDWARD & BECKY LYNN TURNER
TAX PARCEL: 126-04-02-004
DEED REF: 18-M/945
PLAT REF: 82/666
PLAT REF: 52/43

LOT 15
ANDERSON HOMES, LLP
TAX PARCEL: 126-04-02-011
DEED REF: 13813/103
PLAT REF: 82/642

LOTS 13-B, 14-B & 15-A
AARON BROWN & DAISY GAIL BROWN
TAX PARCEL: 126-04-02-012
DEED REF: 10743/76
PLAT REF: S-1076/5-B
PLAT REF: 66/55

RUBICELIA GONSALEZ
TAX PARCEL: 126-04-02-002
DEED REF: 1799/179
PLAT REF: 44/190

WELLINGTON CT.

WELLINGTON PENTECOSTAL HOLINESS CHURCH
TAX PARCEL: 126-04-02-054
DEED REF: 1317/124

CALVERT STREET
(COUNTY ROAD C-15-51)
(PRESCRIPTIVE R/W)

BROOKLYN STREET (C-15-51A)

VISTA TRAIL

VARIOUS OWNERS
PLAT REF: 86/572

RILEY ST

VICKI CT.

37.124 ACRES

3.181 ACRES

42.000 ACRES

SLAVIC PENTECOSTAL CHURCH INDEPENDENT, INC.
TAX PARCEL: 126-00-02-002
DEED REF: 17320/67
PLAT REF: S-2534/8

MKM, LLC
TAX PARCEL: 126-00-02-027-005
DEED REF: 13226/154
PLAT REF: S-870/6-B
PLAT REF: 100/341

MKM, LLC
TAX PARCEL: 126-00-02-026-005
DEED REF: 12461/196
PLAT REF: S-1991/2
PLAT REF: S-870/6-B

MICHAEL J. PHILLIPS
TAX PARCEL: 126-00-02-014
DEED REF: 17418/134
PLAT REF: S-760/1-A

WASTE ELIMINATOR, LLC
TAX PARCEL: 126-00-02-012
DEED REF: 17764/193
PLAT REF: S-588/7-A
PLAT REF: S-588/5-B

TAX PARCEL: 126-00-02-003-005
DEED REF: 17764/193
PLAT REF: S-1478/1

LOT 8
JAMES T. ELLISON
TAX PARCEL: 126-11-01-009
DEED REF: 15428/173
PLAT REF: 91/868
PLAT REF: 86/572

LOT 7
EVANI RINCON CHICHARO
TAX PARCEL: 126-11-01-008
DEED REF: 16789/83
PLAT REF: 91/868
PLAT REF: 86/572

LOT 6
KENNETH & SUSAN HILL
TAX PARCEL: 126-11-01-007
DEED REF: 4294/244
PLAT REF: 91/868
PLAT REF: 86/572

LOT 5
DALE G. MILLER
TAX PARCEL: 126-11-01-006
DEED REF: 8754/17
PLAT REF: 91/868
PLAT REF: 86/572

LOT 4
JACK & MYRTLE GILLIAM
TAX PARCEL: 126-11-01-005
DEED REF: 3496/44
PLAT REF: 91/868
PLAT REF: 86/572

LOT 140
LOT 139
LOT 138
LOT 137
LOT 136
LOT 135
LOT 134
LOT 133
PLAT REF: 82/228
LOT 132
PLAT REF: 104/276
LOT 131
PLAT REF: 82/31
LOT 83
LOT 82
LOT 81
LOT 80
LOT 79
LOT 78
LOT 77

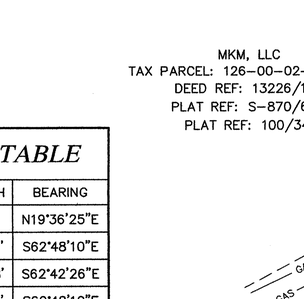
N45°16'06"E 48.07'
1/2" OTP FOUND
3/4" ROD FOUND
1/2" REBAR SET
3/4" OTP FOUND
1" OTP FOUND
1/2" OTP FOUND
N44°14'27"W 300.79'
N19°36'25"E 416.84'
3/4" CTP FOUND
1" CTP FOUND
3/4" OTP FOUND
1" CTP FOUND
CONC. MON. FOUND @ 7.01' BACK, 0.37' LEFT(WITNESS ONLY-NOT HONORED AS PROPERTY CORNER)
3/4" CTP FOUND
1" CTP FOUND
1" CTP FOUND
5/8" REBAR'S FOUND
1" OTP FOUND
N44°11'10.66"W 295.68'
1" OTP FOUND
S43°43'18"E 141.92'
N43°43'18"W 131.92'
1" CTP FOUND
S34°20'56"E 166.05'
PROPOSED 66' NEW ROAD R/W
N34°20'56"W 155.42'
1" CTP FOUND
S25°18'34"E 192.02'
N25°18'34"W 190.31'
EXISTING R/W PER REF. PLAT
1" CTP FOUND
S31°24'06"E 154.95'
N31°24'06"W 162.55'
1" CTP FOUND
S38°30'00"E 1009.26'
N38°30'00"W 813.35'
S16°57'12"E 144.71'
1/2" OTP FOUND
S16°53'21"E 95.08'
1/2" OTP FOUND
S17°04'12"E 89.70'
1/2" OTP FOUND
S17°01'50"E 89.94'
1/2" OTP FOUND
S16°59'53"E 89.93'
1/2" OTP FOUND
S17°01'13"E 117.73'
1/2" ROD FOUND
S17°10'49"E 76.81'
1/2" REBAR FOUND
3/4" OTP FOUND
CONC. MON. FOUND
SEE ENLARGEMENT
S16°14'30"E 209.06'
1/2" REBAR SET (TYPICAL)
S16°14'30"E 240.65'
5/8" REBAR FOUND
S15°27'14"E 249.99'
5/8" REBAR FOUND
S17°29'34"E 251.09'
5/8" REBAR FOUND
S15°58'28"E 447.45'
1" CTP FOUND
N61°11'42"W 333.89'
CONC. MON. FOUND
N61°15'02"W 473.07'
1" CTP FOUND
S13°21'11"W 205.69'
1/2" ROD FOUND
S13°19'00"W 452.75'
S13°18'04"W 120.87'
CONC. MON. FOUND
1/2" OTP FOUND
(TIE LINE) S09°47'44"W 95.10'
5/8" ROD FOUND
N81°31'31"W 164.83'
CONC. MON. FOUND
N81°31'21"W 599.93'
1/2" OTP FOUND
N81°31'35"W 216.97'
CONC. MON. FOUND
N05°44'31"W 199.83'
CONC. MON. FOUND
N05°41'00"W 189.06'
1/2" REBAR FOUND
N05°41'35"W 395.98'
(TIE LINE) S62°54'16"W 86.03'
1" CTP FOUND
CONC. MON. FOUND
N46°43'56"E 839.42'
1" OTP FOUND
S38°30'00"E 200.00'
CH=37.70' CL=38.66' R=50.00' S60°39'03"E
CH=82.29' CL=88.85' R=65.97' S44°13'11"E
N72°18'21"E 740.79'
1/2" REBAR SET (TYPICAL)
CH=131.29' CL=220.44' R=65.97' N89°55'06"W
CH=37.70' CL=38.66' R=50.00' N16°20'57"W
(50' TOTAL R/W-NOT SHOWN HEREON) (PLAT REF: 69/179)
PETROLEUM GAS LINE
SWAMP AREA
CEMETERY (APPROXIMATE LOCATION)
APPROXIMATE LOCATION OF FLOOD HAZARD BOUNDARY (BY GRAPHIC PLOTTING)
APPROXIMATE LOCATION OF FLOOD HAZARD BOUNDARY (BY GRAPHIC PLOTTING)
5/8" ROD FOUND

N

SC GRID NAD 83

LINE TABLE

LINE	LENGTH	BEARING
L1	5.57'	N19°36'25"E
L2	118.67'	S62°48'10"E
L3	103.88'	S62°42'26"E
L4	351.91'	S62°48'10"E
L5	107.28'	S61°48'20"E
L6	103.72'	S62°54'36"E
L7	99.85'	S62°58'51"E
L8	104.05'	S63°02'56"E
L9	91.92'	S63°05'54"E
L10	110.14'	S63°06'49"E
L11	109.93'	S63°05'44"E
L12	109.96'	S62°56'48"E
L13	104.90'	S63°00'59"E
L14	37.23'	N63°23'19"W
L15	19.70'	N19°36'25"E



ENLARGEMENT
SCALE: 1"=20'

LEGEND OF SYMBOLS

PROPERTY LINE(SURVEYED)
PROPERTY LINE(NOT SURVEYED)
RIGHT OF WAY (APPROX.) R/W
OVERHEAD ELECTRIC OE
EDGE OF ASPHALT
FENCE(AS NOTED)
SANITARY SEWER MANHOLE
SANITARY SEWER LINE SS
GAS VALVE GV
METAL LIGHT POLE MLP
WOOD LIGHT POLE WLP
STORM DRAIN LINE
GUY WIRE
MONITORING WELL
WATER LINE W

CRIMP-TOP PIPE = CTP
OPEN-TOP PIPE = OTP
IRON PIN SET
IRON PIN OLD(EXISTING)
CALCULATED POINT (OR AS NOTED)
NAIL SET(AS NOTED)
NAIL OLD(AS LABELED)
UTILITY POLE
WATER VALVE WV
STORM DRAIN MANHOLE
FIRE HYDRANT
CURB AND GUTTER = C&G
SEWER CLEAN OUT = CO
WATER METER WM
SIGN(AS NOTED)

NOTES

1. THIS PROPERTY IS SUBJECT TO ANY AND ALL RIGHT-OF-WAYS, EASEMENTS, RESTRICTIVE COVENANTS, BUILDING SETBACKS, ZONING AND ANY OTHER LAND USE REGULATIONS, RESTRICTIONS OF RECORD, AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
2. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD ENVIRONMENTAL CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
3. THIS PLAT WAS PREPARED AS A PROFESSIONAL SERVICE FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE TITLE BLOCK OF THIS DRAWING. NO WARRANTY, EXPRESS OR IMPLIED, IS GIVEN TO PERSONS NOT NAMED HEREIN WITHOUT THE EXPRESS WRITTEN PERMISSION OF STEVEN G. BRANYON.
4. ACREAGE SHOWN INCLUDES ANY AND ALL R/W'S AND/OR EASEMENTS.
5. NOT ALL UNDERGROUND UTILITIES ARE SHOWN ON THIS PLAT.
6. ALL DISTANCES SHOWN ARE HORIZONTAL GRID.

REFERENCES

TAX PARCEL: 126-00-02-010
1) DEED REF: 2242/167
2) PLAT REF: S-461/3

THIS IS NOT A SUBDIVISION AS DEFINED BY ANDERSON COUNTY SUBDIVISION REGULATIONS

Tim Cartee 6/5/2026
SUBDIVISION ADMINISTRATOR DATE

FLOOD CERTIFICATION

ACCORDING TO FIRM PANEL 45007C0383E & 45007C0384E FOR ANDERSON COUNTY, SOUTH CAROLINA, WITH AN EFFECTIVE DATE OF 9/29/2011, A PORTION OF THIS PROPERTY(AS SHOWN HEREON) IS LOCATED IN ZONE "AE", WHICH IS DEFINED AS "SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD-BASE FLOOD ELEVATIONS DTERMINED"

BRANYON LAND SURVEYING, INC.

GRAPHIC SCALE
0 75 150 300
(IN FEET)
1 inch = 150 ft.

PROJECT #	26035
SURVEYED BY	MWN/JKS
DRAWN BY	SGB
CHECKED BY	SGB

BOUNDARY SURVEY

OWNER/CLIENT
Index
WESLEY ELLISON

PROPERTY DESIGNATION
TAX PARCEL: 126-00-02-010

DATE OF PLAT: 5/22/2026

ANDERSON COUNTY, SOUTH CAROLINA

CORPORATE SEAL:
SOUTH CAROLINA BRANYON LAND SURVEYING, LLC NO. C04836 CERTIFICATE OF AUTHORIZATION

BRANYON LAND SURVEYING, LLC
119 ONEAL STREET
BELTON, SC 29627
(864) 314-6400

THIS PLAT IS NOT A TRUE AND VALID COPY UNLESS IT BEARS A RAISED EMBOSSED SEALED AND AN ORIGINAL SIGNATURE OF THE PROFESSIONAL LAND SURVEYOR AS SHOWN HEREON.

I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein.

STEVEN G. BRANYON P.L.S. No. 22741 — Date 6/5/2026

PROFESSIONAL SEAL:
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No.22741 STEVEN G. BRANYON

STEVEN G. BRANYON
SOUTH CAROLINA PROFESSIONAL
LAND SURVEYOR NO. 22741

THIS DRAWING AS AN INSTRUMENT OF SERVICE SHALL NOT BE REPRODUCED, ALTERED OR REUSED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR. DRAWINGS ARE PROTECTED BY THE U.S. GOVERNMENT COPYRIGHT LEGISLATION:

This **Memorandum of Understanding** ("Agreement") is entered into this the ___ day of July, 2026, by and between the **PEACHTREE ENTERTAINMENT**, a Tennessee corporation ("Peachtree") and **ANDERSON COUNTY**, a political subdivision of the State of South Carolina, ("the County"), collectively referred to herein as ("Parties").

Whereas, Anderson County owns an Amphitheater at the Anderson Sports and Entertainment Center; and

Whereas, Anderson County desires to make the Amphitheater more productive and therefore a greater benefit to the citizens of Anderson and the economic development of Anderson; and

Whereas, Anderson County intends to make improvements to the Amphitheater; and

Whereas, Peachtree Entertainment desires to book shows and provide services during booked shows at the Amphitheater; and

Whereas, the parties desire to begin negotiations to see if an agreement can be reached wherein Peachtree is given priority for booking the Amphitheater for the benefit of Anderson County.

NOW, THEREFORE, the parties hereby agree to the following:

Purpose: The purpose of this agreement is to create a mutually beneficial relationship between Peachtree Entertainment and Anderson County that utilizes the Amphitheater at the Anderson Sports and Entertainment Center to enhance quality of life through major entertainment events. Peachtree Entertainment agrees to the following deliverables:

- 8 – 10 multi-genre concerts in the Amphitheater annually that generate 40-50,000 ticket buying fans annually attending shows at the Amphitheater.
- 1 major multi-day festival at the balloon launch field annually that draws 12-20,000 fans each day of the festival.
- Development of one multi-day camping / amphitheater size festival by 2028; and
- $500,000 to be paid annually to Anderson County.

Location: This agreement covers events related to the Amphitheater at the Anderson Sports and Entertainment Center. This agreement does not cover any sports facilities or the civic center.

Term: The term of this Agreement is 5 years with a subsequent 5-year extension upon the agreement of the Parties. This Agreement shall automatically terminate once Peachtree has utilized 50 dates.

Anderson County Incentive: Peachtree Entertainment shall provide a $250,000 payment within 30 days of signing the definitive agreement which shall be on or before August 1, 2026.

The first full season for the Amphitheater is slated to begin in 2027; therefore annual payments shall be made in the following installments:

June 2027 = $250,000

June 2028 = $500,000

June 2029 = $500,000

June 2030= $500,000

June 2031 = $500,000

The term of this agreement is for five (5) years. At the end of the fifth year, the Parties may agree in writing to extend the agreement for an additional five years. The extension may include new mutual agreeable terms.

Peachtree Entertainment is committed to a minimum guarantee of $2.5 Million dollars to Anderson County. If, for any reason other than material breach by Anderson County, Peachtree terminates this agreement prior to the end of the term, the balance of the guarantee would be payable in full.

Exception

If, within the term, a competing professionally managed amphitheater venue with a seating capacity of 5,000 to 7,000 begins operation in the upstate of SC (defined as Greenville, Spartanburg, Pickens, Anderson counties) and is reasonably expected to compete for the same touring events in a way that will materially impact Peachtree Entertainment's ability to achieve the performance obligations; then the Parties agree to negotiate in good faith an equitable adjustment to the performance obligations and financial guarantees set forth herein.

If the Parties are unable to reach agreement within 60 days, either party may terminate this Agreement without further obligation, except for the obligations accrued prior to the termination. In the event of such termination, Peachtree Entertainment would be required to complete any concerts / events that are confirmed and shall meet all financial obligations related to those events.

Peachtree Incentive: Peachtree retains 100 percent of Net Ticket Revenue and Net Ancillary Revenue, during shows booked by Peachtree, until Peachtree recovers their annual $500,000 investment.

Net Ticket Revenue is calculated as the total revenue generated from ticket sales for an event, minus any taxes and refunds.

Net Ancillary Revenue means the total revenue from merchandise, food and beverage, ticket fees and rebates, and parking minus the costs for providing the services.

After Peachtree recovers their annual investment, the venue will receive a minimum of 20 percent of the Net Ticket and Ancillary Revenue during shows booked by Peachtree.

Limited Exclusivity of Booking: Peachtree has priority to book the Amphitheater. This priority booking right shall also operate as a first right of refusal to book the Amphitheater for all touring concerts. The County may continue to book events working in tandem with Peachtree related to availability. The Amphitheater remains an "open-room" where other promoters can book freely so long as Peachtree does not have a hold on that date or does not execute its first right of refusal. The County, through its designated management, will have authority to maintain the venue calendar. Peachtree may exercise its rights under this agreement for no more than 50 dates. Once Peachtree has booked 50 dates, it's priority to book shows and all rights described in this Agreement terminate. Once this Agreement terminates, Peachtree may book shows like any other promoter but will not receive any of the benefits outlined in this Agreement.

Facility Improvements: Anderson County will cause a minimum investment of five million dollars to make facility improvements based on consultation with Peachtree as to priority projects.

This project is to be completed by April 2026. The County will work in conjunction with the Peachtree marketing team to create the production guide and venue marketing collateral. As soon as the MOU is fully executed, Peachtree will begin booking the first season for June – October of 2027.

Event Costs / Risk: Peachtree Entertainment assumes all financial risks of promoting and producing concerts. Peachtree Entertainment shall repay to Anderson County the "house nut" even if there are insufficient ticket and ancillary revenues to cover the price of the house nut. The cost of the house nut will be approved in advance by both parties. The venue will receive a copy of the event pro-forma for each show. Unless otherwise agreed in writing at a later date, both parties agree to utilize PRIZM for calendaring holds and show settlement software.

Anderson County commits to provide the following at no cost to the promoter:

- Utilities including water, power, and WIFI (does not include generators);
- Annual Rigging Inspection;
- Prism Calendaring and Settlement Software;
- Website Hosting and Management (collaborative design);
- Operational and local marketing liaison to ensure Anderson County and community connection;
- General grounds maintenance including post show cleanup; and
- Safety Liaison.

Ticketing: The promoter must utilize the existing Etix account but may request that Anderson County switch providers at the end of the contractual term. Any costs related to switching will be

the responsibility of the Peachtree. Any direct financial bonuses (not per ticket fees) paid to the venue because of negotiations that include Peachtree Entertainment and the ticketing provider shall be calculated toward the guarantee owed to the venue.

Regardless of who the ticketing provider is, Anderson County must retain direct access to all ticketing reports daily and all patron data is considered the property of both the promoter and the venue.

Anderson County will retain control over the ticketing system and shall utilize the ticketing system for other events held throughout county venues including but not limited to the Civic Center. The fair and the festival field will be excluded from the ticketing agreement.

Insurance and Liability: Anderson County Risk Management Department to determine terms and minimums at a later date. Peachtree Entertainment will provide COI naming Anderson County as additional insured and shall procure COIs from any sub-contractors also naming Anderson County as additional insured.

Accounting Transparency and Confidentiality: All events will have an offer and proforma that is produced by Peachtree. These documents are highly confidential and anyone delegated to have access to these documents must sign Non-Disclosure Agreements. Anderson County may inspect these documents upon request to Peachtree Entertainment.

Show settlement shall be available within one week of the event and will include all sources of ticket and ancillary revenue. Expenses will be cataloged and receipts available. Any funds owed to Anderson County shall be payable within 30 days of approved settlement.

Peachtree Entertainment will remain in good standing with all departments, vendors, and sub-contractors. Any report of unpaid bills must be cured within 30 days of notice. Monthly financial meetings, including results and forecasts, will be scheduled to include county personnel or designees.

Exclusions: Anderson County shall book and manage Celebrate Anderson over the Labor Day weekend. No other events may be scheduled during Celebrate Anderson and the headline concert is to remain free to the public.

Anderson County will block a 10-day window for the Fair annually, during dates determined by Anderson County.

Anderson County retains rights to sponsorship / naming right opportunities. A separate agreement related to shares and solicitation of sponsorship may be developed.

Additional Benefits to Anderson County: Anderson County shall receive no less than 20 complimentary tickets in the price 1 level to each show. Additionally, Anderson County will have two (2) suites that are considered off manifest, one will be for 10 seats for the Naming Rights holder and one will be for use by Anderson County.

Anderson County House Nut: The "house nut" is a value of money that Anderson County puts towards the event in the form of services. Anderson County can provide the service or may pay another company to perform the service.

The Amphitheater "house nut" will be reviewed for each show but is currently set at 30k to include police, conversion, utilities, sanitation, day of show staffing, and local marketing support. Anderson County has complete authority to determine what service to provide as part of the house nut. Anderson County can determine the value of its own services in calculating the house nut. The house nut offsets actual costs and is not considered a contribution to the financial commitment.

The "house nut" for the festival field will vary based on scope of the event but is estimated at $250,000 for a two-day festival.

Peachtree will reimburse Anderson County for the house nut no later than 30 days after an event.

Local Preference by Peachtree Entertainment: Peachtree will agree and utilize local talent, crews, and vendors whenever possible and economically feasible. Anderson County will work with Peachtree Entertainment to help identify local talents, crews, and vendors. Peachtree Entertainment has the final decision to hire whoever believes it is best for the job and Anderson County's role in selecting local talent, crews, and vendors is only advisory.

Ownership and Assets: Ownership of the venue and all assets will remain with Anderson County. Anything created by Anderson County, including any website contents, advertising materials, or promotional materials will remain property of Anderson County.

Accommodations Tax Earmark Request: The County will request an earmark of at least $30,000 annually from A-tax funds to enhance marketing and activations that enhance fan experience in tandem with Peachtree.

WITNESSETH:

_____

Anderson County, a political subdivision of the State of South Carolina
By: Rusty Burns
Its: Administrator
On: _____

_____

Peachtree Entertainment, a Tennessee corporation
By: _____
Its: _____
On: _____

NAMING, ADVERTISING, AND SPONSORSHIP AGREEMENT

THIS NAMING, ADVERTISING, AND SPONSORSHIP AGREEMENT (this "Agreement"), dated as of July ___, 2026 (the "Effective Date"), is entered into by and between **AnMed Health**, a South Carolina nonprofit corporation ("Sponsor"), and **Anderson County**, a political subdivision of the state of South Carolina ("Owner").

WITNESSETH:

WHEREAS, Owner owns a multi-purpose venue in the City of Anderson, currently named the William A. Floyd Amphitheater (the "Amphitheater"), located at the Anderson County Sports and Entertainment Center at 3027 Martin Luther King Jr. Blvd, Anderson, SC 29625;

WHEREAS, Owner has the right to designate the name of the Amphitheater and to license such right to others and to sell and grant certain other sponsorship, promotion, advertising, and similar rights and benefits associated with the right to own property as provided in South Carolina Code Section 4-9-30(2); and

WHEREAS, Sponsor is the owner, operator, and provider of a variety of health care services in Anderson County, South Carolina and the surrounding area and desires to promote its business through an association with the Amphitheater, and Owner is willing to grant to the Sponsor certain naming rights and sponsorship, promotion, advertising, and similar rights and benefits to the Amphitheater, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, based upon the terms, conditions, covenants, and considerations hereinafter set forth, the parties hereby mutually agree as follows:

1. Naming Rights and Healthcare Exclusivity. In consideration of Sponsor's payment of the Sponsorship Fee, during the term of this Agreement, Sponsor shall receive the following rights and benefits:

a. Naming Rights. Sponsor shall have the sole and exclusive naming rights for the Amphitheater during the term of this Agreement. The official name of the Amphitheater (the "Facility Name") shall be determined by Sponsor, subject to Owner's reasonable approval. Sponsor may, from time-to-time upon written notice to Owner, modify the Facility Name, including to reflect co-branding, affiliation, or sponsorship arrangements approved by Sponsor. Owner shall not use, approve, or permit any name, co-name, presenting sponsor designation, subtitle, tagline, or other branding in connection with the Amphitheater without Sponsor's prior written consent, which may be granted or withheld in Sponsor's sole discretion. Without limiting the foregoing, Owner shall not enter into any naming rights, co-sponsorship, or branding arrangement with any third party that Sponsor reasonably determines is incompatible with Sponsor's brand, mission, reputation, or business interests. Notwithstanding the foregoing, Owner may enter into a separate naming rights or sponsorship arrangement relating solely to the park, grounds, or broader recreational facilities in which the Amphitheater is located, provided that (i) such arrangement does not modify, replace, diminish, or interfere with the Facility Name or Sponsor's exclusive naming rights to the Amphitheater, and (ii) the applicable sponsor, branding, and related promotional activities are reasonably acceptable to Sponsor and are not incompatible with Sponsor's brand, mission, reputation, or business interests. The Facility Name shall be the only name used by Owner to identify the Amphitheater in all signage, branding, advertising, marketing, digital platforms, media references and releases, ticketing, sponsorship materials, and all other public or private uses and communications relating to the Amphitheater (collectively, the "Promotional Materials"). Owner shall not, and shall not permit any third party to, use any other name, abbreviation, or designation for the Amphitheater in any Promotional Materials. All Promotional Materials created by or on behalf of Owner shall be subject to Sponsor's prior written approval,

which shall not be unreasonably withheld or delayed, and shall comply with Sponsor's brand standards and guidelines. Owner shall include provisions in all agreements with contractors, other promoters and sponsors, ticketing platforms, media partners, and other third parties requiring (i) use of the Facility Name in all Promotional Materials and references to the Amphitheater, and (ii) compliance with Sponsor's applicable brand standards and guidelines. Owner shall be responsible for enforcing such requirements and shall promptly take all necessary actions to correct any non-compliance by third parties upon becoming aware thereof. Notwithstanding the foregoing, nothing in this Section shall obligate Owner to create or publish any Promotional Materials; provided, however, that whenever the Amphitheater is referenced in any Promotional Materials, the Facility Name must be used.

b. Renaming Rights. Sponsor shall not have the right to change the Facility Name except as expressly provided herein; provided, however, that Sponsor may, in its sole discretion upon written notice to Owner, update, modify, or replace the Sponsor portion of the Facility Name, including in connection with any change to Sponsor's name, trade name, branding, logo, merger, acquisition, affiliation, reorganization, change of control, or similar corporate transaction or business initiative. Sponsor may also use different branding for different events or materials. Owner shall promptly implement and use such update branding, including any revised Facility Name, in all signage and Promotional Materials in accordance with this Agreement. All costs associated with such renaming shall be paid by Sponsor.

c. Healthcare Exclusivity. In addition to the naming rights set forth above, Sponsor shall be the exclusive healthcare sponsor of the Amphitheater. Accordingly, Owner shall not, and shall not permit any third party to, include, display, reference, or promote the name, brand, logo, or identity of any healthcare provider, health system, hospital, medical group, urgent care provider, outpatient clinic, or other entity primary engaged in the provision of healthcare services (each, a "Competing Healthcare Entity") in any sponsorship, advertising, marketing, promotional materials, media, signage, digital content, event materials, or other communications relating to the Amphitheater without the prior written consent of Sponsor which may be granted or withheld in Sponsor's sole discretion (the "Healthcare Exclusivity"). Owner shall not enter into any agreement granting rights to a Competing Healthcare Entity that would reasonably be expected to dilute, diminish, or conflict with Sponsor's exclusive rights hereunder.

d. Sponsor Signage.

i. ***Physical Signage***. Owner, in consultation with Sponsor, shall design, fabricate, and install Sponsor's name and logo at (i) the main entrance to the Amphitheater; (ii) any secondary entrance to the Amphitheater; (iii) the VIP entrance to the Amphitheater; and (iv) the guest services/ticketing booth in the Amphitheater, each in accordance with local land use regulations and ordinances. All aspects of such signage, including the size, design, materials, lighting, location, prominence, and presentation, shall be subject to Sponsor's prior written approval. Such signage shall be prominently displayed and maintained in a first-class condition consistent or better than other premier venues of similar size and quality. Sponsor's signage and branding shall be afforded equal or greater prominence than any other sponsor or advertiser signage at the Amphitheater and shall not be subordinate in size, placement, visibility, lighting, or presentation to any other signage or branding displayed at the Amphitheater.

ii. ***Digital Signage***. Sponsor's name and logo shall be prominently displayed on all digital or LED boards within the Amphitheater after the gates open, prior to the commencement of events, during intermissions, and following the conclusion of events, subject to Sponsor's prior written approval which shall not be unreasonably withheld or delayed. Subject to the Healthcare Exclusivity, other advertisers' names, logos, and advertising materials may also be displayed on digital signage subject to Sponsor's prior written approval which shall not be unreasonably withheld or delayed. Sponsor's digital signage and branding shall be afforded equal or greater prominence than any other sponsor or advertiser displayed on such digital or LED boards and shall not be subordinate in size, placement, visibility,

frequency, duration, or presentation to any other sponsor or advertiser content displayed at the Amphitheater. If digital signage rotates among sponsors or advertisers, Sponsor's content shall appear with no less frequency or duration than that of any other sponsor or advertiser.

iii. ***Temporary Signage***. Sponsor shall have the right to utilize temporary signage, banners, displays, and other advertising materials at and around the Amphitheater in connection with its rights under this Agreement, including during any period in which permanent signage is being designed, fabricated, installed, repaired, replaced, updated, or modified. Sponsor shall also have the right to use temporary signage in connection with special events, promotional campaigns, rebranding efforts, or other Sponsor initiatives, subject to Owner's reasonable operational and safety requirements. Subject to the Healthcare Exclusivity, other advertisers may utilize temporary signage or advertising at the premises; provided, however, that no such signage or advertising shall conflict with, diminish, or be afforded greater prominence than Sponsor's signage, branding, or rights under this Agreement.

iv. ***Approval and Construction of Signage***. All signage of any kind (including physical, digital, temporary, or otherwise), and any modifications thereto, must be approved by both parties. Owner shall be responsible for selecting qualified contactors to design and install the signage, subject to Sponsor's reasonable approval. Owner shall advance up to $40,000 toward the design, fabrication, and installation of the initial signage, and any costs in excess thereof shall be borne by Sponsor. If Owner fails to timely procure installers or proceed with installation, Sponsor shall have the right, upon notice to Owner, to procure installers directly at Owner's cost up to the foregoing amount. All signage shall comply with applicable safety requirements. Owner shall, at its sole cost and expense, maintain all signage in good condition, repair, and working order, consistent with Sponsor's brand standards. Notwithstanding that signage may be affixed to the Amphitheater, all signage bearing Sponsor's name, trademark, logo, or other intellectual property (the "Sponsor Marks") shall remain the property of Sponsor, and Owner shall not acquire any ownership rights to the Sponsor Marks; provided, however, that upon expiration or termination of this Agreement, Sponsor shall, at its option, remove such signage or direct Owner to remove it at Sponsor's cost, and owner shall reasonably cooperate in connection therewith.

e. Electronic Health Messaging. Sponsor shall have the right to create and display 10 second electronic messages or images for rotation on the LED screens prior to each show and at such other times as mutually agreed upon by the parties. Sponsor may update or change such messages from time-to-time, subject to Owner's prior approval which shall not be unreasonably withheld or delayed. Subject to the Healthcare Exclusivity, Sponsor does not have exclusive advertising rights on these screens; provided, however, that Sponsor's messages and content shall be afforded equal or greater prominence, frequency, duration, and placement in the rotation as compared to any other sponsor or advertiser displayed on such screens.

f. Hospitality and Ticketing Benefits.

i. ***VIP Suite***. Sponsor shall receive one VIP sponsor suite with priority parking access and priority VIP entrance for ten (10) guests at every concert or event in the Amphitheater. This suite will feature permanent, prominent Sponsor branding throughout the term of this Agreement.

ii. ***Premium Pavilion Access***. In addition to the VIP Suite rights described above, Sponsor shall receive complimentary access to the premium pavilion (or comparable premium hospitality area) for up to ten (10) additional guests at each concert or event for which such area is available. In the event of a full buyout or other unavailability, Owner shall provide comparable or superior alternative premium hospitality accommodations for Sponsor's guests. Sponsor shall have the right to allocate and reallocate its invited guests between the VIP Suite and the premium pavilion in its sole discretion, provided that no more than ten (10) Sponsor guests shall occupy either area at any given time.

iii. ***Ticketing; Concierge***. Sponsor shall have the right to purchase blocks of tickets for all events across all available ticket categories, facilitated through a dedicated ticketing concierge. Such tickets are not available for resale and are intended to be utilized for Sponsor's internal use and guest hospitality.

iv. ***Food and Beverage***. Sponsor shall have access to purchase premium food and beverage offerings for each event, coordinated in advance through a dedicated concierge. Sponsor shall have the ability to pre-order from all available menu options to ensure preferred service levels.

v. ***Presale Access***. Sponsor employees shall receive priority presale access for all events through a dedicated code, which shall occur before any public, local, or venue presales (subject only to artist-controlled presales). Such presales are intended to provide access to preferred seating and pricing.

vi. ***Artist Experiences***. Sponsor shall have the opportunity to participate in exclusive artist-related experiences (e.g., meet-and-greets, sound checks, or similar activations) for Sponsor's guests when made available by artist management. Owner shall use commercially reasonable efforts to secure such opportunities for Sponsor and to prioritize Sponsor's participation when available.

g. Private Use of Amphitheater. Sponsor shall be entitled to one (1) complimentary private use of the Amphitheater during each contract year for a Sponsor-designated event. Sponsor shall have the right to select the event date, subject only to reasonable availability and coordination with previously scheduled events, and Owner shall use commercially reasonable efforts to accommodate Sponsor's preferred date. Owner shall provide, at no cost to Sponsor, customary planning and operational support. Sponsor shall be responsible only for third-party, out-of-pocket costs directly related to event production and marketing, subject to Sponsor's prior approval. Such private use may be utilized for, without limitation, employee, physician, or vendor appreciation events, fundraising or donor events, community wellness events, or other Sponsor-designated purposes.

h. Pop-Up Activations. In addition to the rights and benefits described above, Sponsor will receive designated, prominent booth, display, and/or vehicle space at each event held at the Amphitheater for educational outreach, marketing, and promotional activations. Such space shall be of comparable size, visibility, and location to that provided to premier sponsors and shall be subject to Sponsor's approval. Owner shall ensure availability and coordinate logistics in advance. Sponsor shall determine the nature and timing of its activations in its discretion, subject only to reasonable operational requirements.

i. <u>Program Rights</u>. Owner shall make available to Sponsor, at Sponsor's option, a dedicated, prominent, and conveniently located space at events held at the Amphitheater for Sponsor's use in offering complimentary water, shade, health-related services, educational outreach, or similar activations. Sponsor shall have the right, but not the obligation, to staff and operate such space at any event in its discretion. Owner shall ensure that such space has reasonable access to contracted on-site Emergency Medical Personnel and shall reasonably cooperate with Sponsor regarding operational logistics. If Sponsor elects not to utilize such space for a particular event, Owner may repurpose such space for another non-healthcare-related use during such event and may permit non-healthcare sponsors or exhibitors to utilize the space on a temporary basis; provided, however, that no Competing Healthcare Entity may use or occupy such space at any time without Sponsor's prior written consent.

2. **Term**. This Agreement shall become effective upon execution by the parties, which requires Anderson County Council's approval. The first concert season subject to the terms of this Agreement shall be the 2027 season.

a. **Initial Term**. The initial term shall be five (5) years ending on June 1, 2031.

b. **Renewal Option**. Sponsor shall have the option, in its sole discretion, to renew for one additional five-year term (June 1, 2031 until June 1, 2036) by providing written notice to Owner on or before October 1, 2030 together with payment of $250,000. Owner shall not solicit, negotiate with, or market naming rights to any third party unless and until Sponsor has declined to exercise its renewal option or failed to provide such notice and payment by October 1, 2030. Failure by Sponsor to timely exercise the renewal option shall be deemed a waiver of such right. If Sponsor does not exercise the renewal option, Owner may thereafter pursue a replacement naming rights partner and Sponsor shall reasonably cooperate in transitioning naming rights effective as of June 1, 2031, with no further rights or benefits thereafter. The parties acknowledge that they intend to confer in good faith regarding any potential updates to this Agreement beginning in or about April 2030.

3. **Sponsorship Fee**. In consideration of and subject to Owner's provision of the Sponsorship Benefits and other undertakings hereunder, Sponsor shall pay to Owner the sum of $500,000 (the "Sponsorship Fee"). Sponsor's failure to pay the Sponsorship Fee no later than 30 days following the Effective Date shall constitute a material breach of this Agreement and shall give the Owner the right to immediately terminate this Agreement.

4. **License Grant of Sponsor Marks**. Sponsor hereby grants Owner a non-exclusive, non-transferable, non-sublicensable license to use the Sponsor Marks solely for the purposes expressly set forth in this Agreement. Owner shall submit examples of all proposed uses of the Sponsor Marks to Sponsor for written approval. Owner's use of the Sponsor Marks, and all goodwill associated therewith, shall inure solely to the benefit of Sponsor, and Sponsor shall retain all right, title, and interest in and to the Sponsor Marks.

5. **Traffic Commitments**. The outdoor concert season will be established as April through October of each year. Exact show count will vary each season, provided that Owner shall cause the Amphitheater to host not fewer than eight (8) concerts annually, whether in-house or through collaboration with external promoters. Owner will use commercially reasonable efforts to maximize the number of events and overall attendance at the Amphitheater.

In addition to concerts, the Amphitheater will be host to community events and festivals and Sponsor shall be entitled to receive its full rights and benefits under this Agreement at all events hosted in the Amphitheater.

Sponsorship of the Amphitheater does not automatically include sponsorship rights for events held outside the Amphitheater (including at adjacent fields, parking areas, or the Anderson County Sports and Entertainment Center); provided, however, that Sponsor shall have a right of first refusal to participate as a sponsor in any such event for which sponsorship opportunities are made available. Owner shall provide Sponsor with written notice of any such sponsorship opportunity, including material terms and pricing, as early as practicable and in no event less than thirty (30) days prior to offering such opportunity to any third party. Sponsor shall have thirty (30) days from receipt of such notice to elect to participate. During such period, Owner shall not solicit, negotiate with, or offer such sponsorship to any third party. If Sponsor declines in writing or fails to respond within such period, Owner may offer such opportunity to third parties on terms no more favorable than those offered to Sponsor.

6. **Breach; Remedies**. If either party breaches this Agreement, the non-breaching party shall provide written notice specifying the breach. The breaching party shall have thirty (30) days (or such shorter period as may be reasonably required in the case of a material or time-sensitive breach) to cure such breach. If the breach is not cured within the applicable cure period, the non-breaching party may exercise any rights or remedies available at law or in equity, including termination of this Agreement upon written notice. Notwithstanding the foregoing, Sponsor shall have the right to seek immediate injunctive or equitable relief, without the requirement to post bond, for any breach relating to Sponsor's naming rights, exclusivity, branding, or intellectual property.

7. **Insurance**. Owner shall, at its sole cost and expense, maintain in full force and effect throughout the term of this Agreement commercially reasonable insurance coverage for the ownership and operation of the Amphitheater, including, at a minimum, commercial general liability insurance, property insurance, and workers' compensation insurance, each with limits consistent with comparable first-class venues. Owner shall provide Sponsor with certificates of insurance upon request.

8. **Indemnification**. Sponsor shall defend, indemnify, and hold harmless Owner and its officers, officials, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Sponsor's breach of this Agreement or (ii) the negligence or willful misconduct of Sponsor or its employees or agents. The indemnified party shall promptly notify the indemnifying party of any claim and shall reasonably cooperate in the defense thereof; provided, however, that failure to provide prompt notice shall not relieve the indemnifying party of its obligations except to the extent materially prejudiced thereby.

9. **Legal Compliance**. Owner and Sponsor agree to follow all local ordinances, state laws, and federal laws. Sponsor may not unlawfully discriminate when inviting guests and hosting guests at the Amphitheater. This Agreement is subject to public disclosure.

10. **Miscellaneous**.

a. **Governing Law**. This Agreement and all matters or issues incident hereto shall be governed by and constructed under and in accordance with the laws of the State of South Carolina, without regard to principles of conflict of law. Any legal action must be taken in South Carolina courts.

b. **Entire Agreement**. This agreement constitutes the final, complete, and exclusive written expression of the intent of the parties with respect to the subject matter hereof, and supersedes all previous verbal and written communications, representations, agreements, promises or statements, and all contemporaneous verbal communications, representations, agreements, promises or statements.

c. **Notices and Addresses**. All notices required or permitted under this Agreement shall be in writing and shall be delivered by (i) personal delivery, (ii) certified or registered mail (postage prepaid), (iii) nationally recognized overnight courier (charges prepaid), or (iv) electronic mail. Notices shall be addressed to the applicable party at the addresses set forth below, or at such other address as a party may designate by notice. Notices shall be deemed given (a) upon delivery, if delivered by personal delivery, (b) three (3) days after deposit in the United States mail, (c) one (1) business day after deposit with an overnight courier, or (d) if sent by electronic mail, when sent (provided that no automated notice of delivery failure is received).

***If to Sponsor*:**

AnMed Health
Attn: Brett Justice, Chief Strategy Officer
800 North Fant Street
Anderson, SC 29621
Email: Brett.Justice@anmed.org

with a copy to:

AnMed Health
Attn: General Counsel
800 North Fant Street
Anderson, SC 29621
Email: legal@anmed.org

***If to Owner*:**

_____
Attn: _____
_____
_____
Email: _____

d. Amendment, Modification, or Alteration. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless in writing, dated, and signed by both parties.

e. Relationship of Parties. Sponsor and Owner shall be deemed and considered as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture.

f. Waiver. Unless otherwise provided, the waiver by one party of any default or beach by the other party shall not be deemed to be a waiver of such default or beach or any future default or breach.

g. Binding Effect. This Agreement shall be binding on the parties. Nothing in this Agreement is transferable except in the event of acquisition or merger.

h. Non-Appropriation. The Owner can only fulfill its obligations under this Agreement if the popularly elected Anderson County Council appropriates sufficient funds from the budget to fulfill such obligations. Owner's obligations under this Agreement are subject to annual appropriation by the Anderson County Council; provided, however, that Owner shall use commercially reasonable efforts to obtain and maintain sufficient funding to operate and maintain the Amphitheater in a manner consistent with this Agreement and shall not take any action intended to avoid or impair its obligations hereunder. In the event Owner is unable to materially perform its obligations under this Agreement due to a failure of appropriation or insufficient funding, including without limitation the inability to operate the Amphitheater, host events, maintain utilities or restroom facilities, or provide Sponsor's contracted rights and benefits, Owner shall promptly notify Sponsor in writing describing the nature and expected duration of such impairment. If such failure or impairment materially reduces the value of Sponsor's rights or benefits under this Agreement for more than thirty (30) consecutive days, Sponsor shall be entitled, at its election, to either: (i) a pro rata refund or credit of the Sponsorship Fee corresponding to the period of impairment, or (ii) an extension of the term of this Agreement for a period equal to the duration of such impairment. These remedies shall be in addition to any other rights or remedies available to Sponsor under this Agreement or

applicable law. Nothing herein shall relieve Owner of obligations accrued prior to such failure of appropriation.

i. **Agency and Employment**. Nothing in this Agreement creates any relationship of agency or employment.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, Sponsor and Owner have executed this Agreement to be effective as of the Effective Date.

SPONSOR:
AnMed Health

By: _____
Name: William Kenley
Its: Chief Executive Officer

OWNER:
Anderson County, South Carolina

By: _____
Name: Rusty Burns
Its: County Administrator

AGENDA
Planning and Public Works Committee Meeting
Friday, July 10, 2026, at 9:00 am
Historic Courthouse
2nd Floor Administrators Conference Room
101 South Main Street, Anderson, SC
Chairwoman Cindy Wilson, Presiding

1. CALL TO ORDER — Hon. Cindy Wilson

2. INVOCATION & PLEDGE OF ALLEGIANCE — Hon. Chris Sullivan

3. NOISE ORDINANCE: — Jordan Thayer
a. Amendment to reduce the decibel level near residences — Ross Brown
b. Clarify and improve enforcement
c. Fines for violators after the 1st offense

4. DISCUSSION OF SIGN ORDINANCE — Cindy Wilson

5. PLANNING COMMISSION MOTION (6/19/2026) TO RECEIVE AGENDA PACKETS 2 WEEKS BEFORE SCHEDULED MEETINGS. REVIEW OF SPARTANBURG COUNTY POLICY FOR GUIDANCE CONCERNING APPLICATION DEADLINES.

Cindy Wilson

6. DISCUSSION OF POSSIBLE MORATORIUM ON SPECIAL EXEMPTIONS AND THE CONCEPT OF DEVELOPER "VESTED RIGHTS". WHAT ARE THE RULES AND WHEN DO THEY BEGIN AND END

Leon Harmon
Jordan Thayer

7. ADJOURNMENT

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 D. Watts Clerk to Council
Rusty Burns County Administrator

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

Anderson County Central Services Division

Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 07/16/2026

Re: Bid #26-038

Anderson County received one bid on Thursday, July 09th for the Green Pond Landing East Ramp & Docks Project. County staff recommends award to Rakes Building & Maintenance Contractors, LLC (DBA: BluTide Marine Construction). The total price is 1,594,300.00.

ANDERSON COUNTY PURCHASING DEPARTMENT BID TABULATION

BID #: 26-038 **BID OPENING DATE & TIME:** 07/09/26 @ 11:00 A.M.

BID: GREEN POND LANDING PROJECT

VENDOR	TOTAL COST
BLU-TIDE MARINE CONSTRUCTION	$1,594,300.00
CRISP & CRISP	NO RESPONSE
DOCKS AND DOORS	NR
GATOR DOCK	NR
MARINE SPECIALTIES	NR
SOUTHERN CONCRETE AND CONSTRUCTION	NR
PREMIER LAKE SERVICE	NR
LINDERS CONSTRUCTION	NR
CAPE ROMAIN CONTRACTORS	NR
GOLDEN MARINE SYSTEMS	NR
CLEMENTS ELECTRICAL	NR
FOOTHILLS CONTRACTING	NR
BWC CONTRACTING	NR
MARINE TECHNOLOGIES	NR
SOUTHERN CONCRETE	NR
STERLING	NR
S & S CONSTRUCTION	NR
J. DAVIS CONSTRUCTION	NR
MEECO SULLIVAN	NR
DOCK HARDWARE & MARINE	NR
COOPER TAERA CONTRACTORS	NR

AWARD TO: Blu-Tide Construction

SOLICITATION OFFER AND AWARD FORM

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624
REQUEST FOR BIDS, OFFER, AND AWARD
***Solicitation Information**

1. SOLICITATION: ***#26-038*** 2. ISSUE DATE: ***June 11, 2026*** 3. FOR INFORMATION CONTACT: rcarroll@andersoncountysc.org	**4. Brief Description of Project:** Green Pond Landing East Ramp & Docks Project
5. SUBMIT BID TO: **Anderson County Purchasing Department** **101 South Main Street** **Anderson, S.C. 29624** **Attn: Bid #26-038**	A **Pre-Bid Meeting** will be held on Tuesday, June 23rd at 10:30 A.M. on-site at 470 Green Pond Road, Anderson, S.C. 29626.

6. Submission Deadline: ***Thursday, July 9, 2026*** ***Time: 11:00 A.M.***

7. Submit Sealed Bid

8. Firm Offer Period:
Bids submitted shall remain firm for a period of sixty (60) calendar days from date specified in block 6.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>**Offer (To be completed by Bidder)** <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

1. BUSINESS CLASSIFICATION	(Check Appropriate Box)	❑ Woman Business Enterprise ❑ Minority Business Enterprise ❑ Disadvantaged Business Enterprise

10. Additional Information: In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.

11. Bidder's Name and Address: (Type or print): Rakes Building & Maintenance Contractors, LLC DBA: BluTide Marine Construction E-mail address: blutidemarine@outlook.com Telephone #: 843-557-1595 Federal Identification #: [redacted]	**12.** Name & Title of Person Authorized to Sign the Bid (Type or Print): Karl Rakes - President BluTide Marine Construction **13.** Bidder's Signature & Date: 7/9/2026

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>**Award (To be completed by Anderson County)** <<<<<<<<<<<<<<<<<<<<<<<<<<<<<

14. Total Amount of Award:	**15. Successful Bidder:**	
16. Contracting Officer or Authorized Representative: Robert E. Carroll	**17.** Signature:	**18.** Award Date:

SECTION IV: Addendum A

BID FORM

Rakes Building & Maintenance Contractors, LLC

Name of Party submitting the Bid: DBA: BluTide Marine Construction

To: Purchasing Manager for Anderson County

Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid. having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: **#26-038 GREEN POND LANDING EAST RAMP & DOCKS PROJECT**

BASE BID:

Item No.	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization	1	LS	$120,000.00	$120,000.00
2	Performance/Payment Bonds	1	LS	$50,000.00	$50,000.00
3	Site Grading and Excavation	1	LS	$230,000.00	$230,000.00
4	Modify Existing Center Abutment	1	LS	$16,500.00	$16,500.00
5	Install East Abutment	1	LS	$14,200.00	$14,200.00
6	Ramp Approach Modifications	1	LS	$26,000.00	$26,000.00
7	Install 203-ft. x 49-ft. Boat Ramp	1	LS	$294,400.00	$294,400.00
8	Shoreline & Ramp Toe Revetment	1	LS	$131,600.00	$131,600.00
9	Design, Furnish & Install 10-ft x 355-ft. Ground Out Floating Dock System	1	LS	$473,000.00	$473,000.00
10	Design, Furnish & Install Anchor Piling for Ground Out Floating Dock System	1	LS	$230,000.00	$230,000.00
11	Design, Furnish & Install ADA Compliant Dock Bridge	1	LS	$8,600.00	$8,600.00
	TOTAL BASE BID				$1,594,300.00

* Addendum #1 Dated 7/01/2026 is acknowledged.

To: Mr. Rusty Burns

From: Robert E. Carroll

Date: 07/15/2026

Subject: **Recommendation for RFP #26-025 Amphitheater Renovations**

The Anderson County Purchasing Department advertised for and sent out a Request for Proposals for a Company to serve as the Construction Manager At-Risk. The County received four responses by the due date of March 5th. The four firms responding were: 1.) Glenn Constructors 2.) Hogan Construction 3.) Sossamon Construction and 4.) EDIFICE Construction. Staff members then evaluated the firms based on the evaluation criteria and In-Person Interviews. Staff recommends that the County award the Contract to Glenn Constructors for $11,800,000.00.

Anderson County Purchasing Department Bid Tabulation

RFP #26-025

VENDOR	BOND	PRICE
HOGAN CONSTRUCTION		RESPONDED
GLENN CONSTRUCTORS		RESPONDED
SOSSAMON CONSTRUCTION		RESPONDED
EDIFICE CONSTRUCTION		RESPONDED
AJAX BUILDING		NR
J M COPE		NR
DURHAM GREENE		NR
CELY CONSTRUCTION		NR
STERLING CONSTRUCTION		NR
J DAVIS CONSTRUCTION		NR
LANGSTON CONSTRUCTION		NR
DANIEL BUILDERS		NR
BELK		NR
MILLERS		NR
S & S CONSTRUCTION		NR
NE CONSTRUCTION		NR

VENDOR	BOND	PRICE
MATRIX		NR
LAZER		NR
MAGNOLIA CONSTRUCTION		NR
AWARD TO:		Glenn Constructors

Renee Wyatt

BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION

Please complete this application in its entirety and return to the address below:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: LIGON, JAMES M. (MARK)
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Anderson County Planning Commission
2. Anderson County Agricultural Advisory Board
3. _____

Physical Address and Mailing Address, if different:

_____ Physical

PENDLETON, SC Mailing

Home Phone: _____ Cell Phone: _____

Email: _____ Preferred method of contact: Phone

County Council District: 4 GED Equivalent: (Yes) or No

Highest Level of Education: BS Ag Business High School Grad: (Yes) or No

College Attended: UGA, NC State Degree: BS Ag Business

Address of College: UGA, Athens GA 30602 BS Animal Science

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
SELF EMPLOYED	CONSULTANT	2006 – 2026

Signature of Applicant

July 15, 2026
Date

Recommendation of Council: Brett Sanders

BOARDS, COMMITTEES AND COMMISSIONS
APPLICATION

Please complete this application in its entirety and return to the address below:
Anderson County Council
c/o Clerk to Council
P. O. Box 8002
Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: SCOTT WAYNE B.
Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. BOARD OF ZONING APPEALS
2. _____
3. _____

Physical Address and Mailing Address, if different:

_____ 29621 Physical

SAME Mailing

Home Phone: _____ Cell Phone: _____

Email _____ or Preferred method of contact: TEXT

County Council District: 1 GED Equivalent: Yes or No

Highest Level of Education: COMMUNITY COLLEGE High School Grad: (Yes) or No

College Attended: ANTELOPE VALLEY COLLEGE MOORPARK, OXNARD, CH. Degree: INDUSTRIAL SUPERVISION BUSINESS MANAGEMENT

Address of College: _____

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
USAF	AIRCRAFT MECHANIC	27 MAR 72 – 30 JUN 78
LOCKHEED	MANAGEMENT/MECHANIC	9/14/78 – 3/30/20
RETIRED		

Signature of Applicant

7/14/2026
Date

Recommendation of Council: CHRIS SULLIVAN

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 2 and 5

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:
   Homeland Park Volunteer Fire Dept.

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): District 2 - $2,500
   District 5 - $ 2,500

3. The purpose for which the funds are being requested:
   Fireworks and DJ for 4th of July 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: Ryan A Herring
   Mailing Address: P.O. Box 13138 Anderson, SC 29624
   Phone Number: 864-741-7131
   Email: Rherring.hqvfd3@gmail.com

6. Statement as to whether the entity will be providing matching funds:
   NO

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.

Ryan A. Herring — Signature
Ryan A Herring — Print Name
7-6-2026 — Date

- If you wish to extend the filing, of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to $2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

K. Wickersham

Kimberly S. Wickersham
Director, Division of Public Charities

South Carolina Secretary of State, Division of Public Charities
1205 Pendleton Street, Suite 525, Columbia, SC 29201
Phone: (803) 734-1790 Fax (803) 734-1604 Email: charities@sos.sc.gov www.sos.sc.gov

From: Charities@sos.sc.gov
Subject: Message from the South Carolina Secretary of State
Date: Jun 24, 2026 at 12:34:32
To: hpfdchief@yahoo.com

ATTACHED IS AN IMPORTANT NOTIFICATION REGARDING A FILING THAT IS COMING DUE OR HAS JUST BEEN COMPLETED WITH THE SOUTH CAROLINA PUBLIC CHARITIES DIVISION.

If you need additional assistance, please reply to this email adding the name of your organization and the username or ID in the attached letter for the subject line.

The Secretary of State's free **Give Smart SC** mobile app is now available! Before you make a donation, use **Give Smart SC** to see if a charity is registered to solicit in South Carolina, and review information provided on the charity's most recent annual financial report. **Give Smart SC** is available through the App Store and Google Play. Remember to always give from the heart, but give smart!

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

Jun 24, 2026

Homeland Park Fire Department
Ryan R Herring
615 PALMER ST
ANDERSON, SC 29626-3557

RE: Registration Confirmation — Charity Public ID: P4567

Dear Ryan R Herring:

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on May 15, 2027.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual Financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

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:
   Belton American Legion Post 51
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): Dist. 3 $1500.00, Dist. 1 $1000.00 Dist. 2 $1000.00, Dist 4 $1000.00, Dist 5 $1000.00 Dist 6 $1000.00, Dist 7 $1000.00
3. The purpose for which the funds are being requested: Your contribution will allow Post 51 to send as many Youth to Boys & girls State as qualify And Post 51 improvements. (Building)
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
   Yes, See Attached
5. Contact Person: Cmdr. Sam Poston
   Mailing Address: 212 Howard McGee Rd. Anderson, S.C. 29621
   Phone Number: 864-276-7894
   Email: sdpostone@charter.net
6. Statement as to whether the entity will be providing matching funds:
   Yes, Post 51 will match funds

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.

Sammie D. Poston 06-03-20

Signature | Print Name | Date

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 4

Mail/Email/Fax to:
Anderson County Council Clerk
P. O. Box 8002
Anderson, SC 29622
kapoulin@andersoncountysc.org
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: Pendleton Fire Dept.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $1500.
3. The purpose for which the funds are being requested: Sponsorship For Fireworks for Firefighters
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. Public ID P3909 Registered w/ Sec. of State
5. Contact Person: Tommy Brock
   Mailing Address: P.O. Box 708, Pendleton, SC 29670
   Phone Number:
6. Statement as to whether the entity will be providing matching funds: To date committee has raised over $20,000 - all funds over expenses will go to Fire Dept.

REQUIRED DOCUMENTS MUST BE FURNISHED TO THE CLERK OF COUNCIL CONCERNING THE MANNER IN WHICH FUNDS WERE ACTUALLY SPENT.

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.

Carol E. Burdette, Carol E. Burdette, 6/25/26

Signature — Print Name — Date

Fundraising Comm.

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

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:
   Anderson Voices for Animals
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $5,000.00
3. The purpose for which the funds are being requested: To provide low-income cat owners with spay-neuter services in Anderson County.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
   Yes - please see attached form
5. Contact Person: Sommer Hammett
   Mailing Address: 134 Hammett Acres, And. SC 29621
   Phone Number: 864-261-0855
   Email: Sommer Hammett@hotmail.com
6. Statement as to whether the entity will be providing matching funds: No

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.

Sommer Hammett | Sommer Hammett | 7.5.2026
Signature | Print Name | Date

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT:

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:
   Westside Community Center Inc.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $5000.00 District 2 - $1000.00, District 1 - $1000.00 District 3 - 1000.00 District 4, 5 6, 7 - $500.00
3. The purpose for which the funds are being requested: To provide Continue Outreach services Food Bank Community Baby Shower Youth Activities and Giveaways at center which Serves all Districts
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: Dr. Treca DeShields
   Mailing Address: 1100 West Franklin Street, Anderson, SC 29624
   Phone Number: 864-933-6343
   Email: treca.deshields11@gmail.com
6. Statement as to whether the entity will be providing matching funds:
   Matching Funds will be provided By other businesses and Continuing fundraising efforts.

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	Print Name	Date
	Dr. Treca DeShields	7-8-26

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

Jul 1, 2026

The Westside Community Center, Inc.
Leo Smith
1100 W FRANKLIN ST
ANDERSON, SC 29624-2012

RE: Registration Confirmation

Charity Public ID: P2262

Dear Leo Smith :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on May 15, 2027.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4 ½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to $2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

K. Wickersham

Kimberly S. Wickersham
Director, Division of Public Charities

South Carolina Secretary of State, Division of Public Charities
1205 Pendleton Street, Suite 525, Columbia, SC 29201
Phone (803) 734-1790 Fax (803) 734-1604 Email: charities@sos.sc.gov www.sos.sc.gov

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email to:
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

Chris Sullivan
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Renee Watts
Clerk to Council

Rusty Burns
County Administrator

1. Name of entity requesting recreation fund appropriation:
   Pendleton Recreation Association
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $500 ($500 from each district)
3. The purpose for which the funds are being requested: Expenses for trip to Diamond Youth Baseball World Series in Laurel MS. the Pendleton Bulldogs won the U12 state championship July 22-2
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: Douglas Stettler
   Mailing Address: 411 S. Elm St. Pendleton SC 29670
   Phone Number: 864-640-7137
   Email: douglas.stettler@pendleton-recreation.org
6. Statement as to whether the entity will be providing matching funds:
   No

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.

J VanDrie	Jeff VanDrie	7-13-26
Signature	Print Name	Date

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT:

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:
   Team South Carolina 10u - formerly Starr-Iva Allstars 10u
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): Any amount is greatly appreciated. Most of the girls live in Anderson & Starr-Iva area.
3. The purpose for which the funds are being requested: The 10u girls won their State championship Saturday and they are headed to Florida for the World Series. This would help cover their travel expenses.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
   yes- Iva Community Rec. Association
5. Contact Person: Tammy Plumley
   Mailing Address: 1431 Whitehall Rd Anderson, SC 29625
   Phone Number: 864-221-4103
   Email: tammy_plumley@yahoo.com
6. Statement as to whether the entity will be providing matching funds:
   The rec departments are also providing some 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.

Tamatha B. Plumley — Tamatha B. Plumley — 7-13-24
Signature — Print Name — Date

Become a Team South Carolina Sponsor!

2026 Dixie Youth 10U State Champions – Starr-Iva All-Stars

Our team has earned the honor of representing South Carolina at the Dixie Youth World Series in Florida. We are seeking local businesses and community supporters to help offset travel, lodging, meals, and tournament expenses. Every sponsorship directly helps these girls experience a once-in-a-lifetime opportunity.

Team SC Banner Recognition

We will proudly display a Team South Carolina banner throughout the World Series in Florida. **Every sponsor will have their business name added to the banner, regardless of donation amount.**

Sponsorship Recognition Levels

- $500+ – Large featured business name
- $100–$499 – Medium business name
- $50–$99 – Standard business name
- Under $50 – Listed with other valued supporters at the bottom of the banner

- A Donation Receipt Will Be Provided
- Please Make All Checks Payable to:
Iva Community Recreation Association
- All Check Donations Needed By July 27th

– We would gladly pick the check up if possible.

Why Sponsor?

- Support local youth athletes
- Help Team South Carolina compete on the national stage
- Receive recognition on our Team SC World Series banner
- Show your community pride

Thank You!

Your support means more than a donation—it helps create lifelong memories for these young athletes. Thank you for investing in our team and our community.



The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

IVA COMMUNITY RECREATION ASSOCIATION, a nonprofit corporation duly organized under the laws of the State of South Carolina on September 26th, 1972, has as of the date hereof filed as a nonprofit corporation for religious, educational, social, fraternal, charitable, or other eleemosynary purpose, and has paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-31-1421, and that the nonprofit corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 13th day of July, 2026.

Mark Hammond

Mark Hammond, Secretary of State

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 5

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:
   Vets Helping Vets Anderson
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $3,000.00
3. The purpose for which the funds are being requested:
   Fundraiser - Golf Tournament Sponsorship
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: Gary Cooper
   Mailing Address: P.O. Box 265, Anderson SC 29622
   Phone Number: 864-350-4391
   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 Print Name Date

Anderson County Building & Codes
Monthly Activity Report
Jun-26

Total Number Permit Transactions:	1258
New Single Family:	133
New Multi-Family:	28
Residential Additions/Upgrades:	30
Garages/Barns/Storage:	33
New Manufactured Homes:	15
New Commercial:	8
Commercial Upfits/Upgrades:	5

Inspection Activity:

Citizens Inquiries:	
(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)	
Number of Inspections Performed:	920
Courtesy, Site and Miscellaneous Inspections:	

Reviews/Misc. Activity:

Plans Submitted for Review:	61
New Derelict Manufactured Home Cases:	0
Hearings:	
Court Cases:	0

Revenue Collected:

Reinspection Fees Collected:	$3,850.00
Plan Review Revenue:	$ 7,961.54
Total Revenue For The Month:	$306,231.62

Anderson County Building & Codes
Permits Issued for 2026

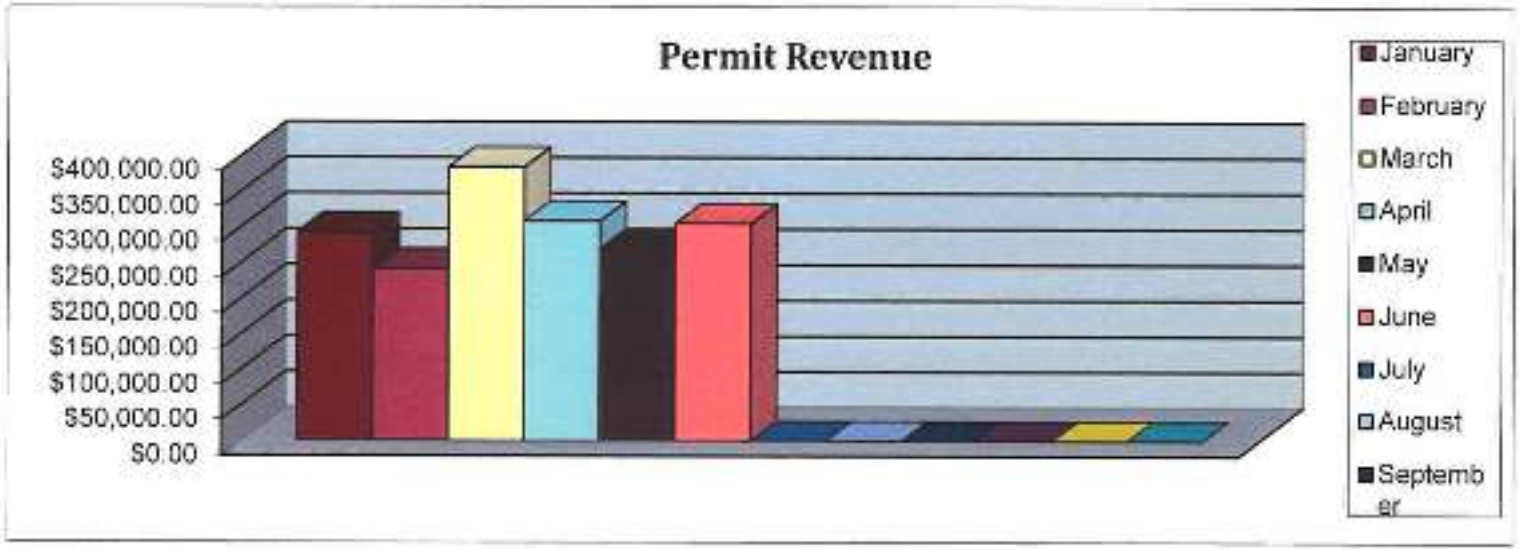
Month	Building	Electrical	Plumbing	HVAC	MH	Misc.	Total
January	221	244	131	150	79	69	894
February	214	262	124	171	103	73	947
March	282	284	152	179	103	95	1095
April	261	288	135	190	101	89	1064
May	242	270	156	166	75	102	1011
June	284	332	190	220	94	138	1258
July							0
August							0
September							0
October							0
November							0
December							0
Total	1504	1680	888	1076	555	566	6269



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	$194,636.85	$38,820.29	$23,174.00	$30,093.94	$6,695.00	$11,811.54	**$305,231.62**
July							**$0.00**
August							**$0.00**
September							**$0.00**
October							**$0.00**
November							**$0.00**
December							**$0.00**
Total	$1,028,275.05	$229,613.41	$109,569.00	$192,640.16	$42,172.00	$201,654.42	**$1,803,924.04**



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: **Jun-26**

ANDERSON COUNTY BUILDING & CODES
P.O. Box 8002
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below
- ☐ Discontinued issuing permits
- ☐ Merged with another system
- ☐ Split into two or more systems
- ☐ Annexed land areas
- ☐ Had other changes

PLEASE RETURN THE WEEK OF:

If **NO PERMITS** were issued during this period, mark (X) and return this form

Section 1 — NEW RESIDENTIAL	Item No.	PRIVATELY OWNED Number of Buildings	PRIVATELY OWNED Number of Housing Units	PRIVATELY OWNED Valuation of Construction (Omit cents)	PUBLICLY OWNED Number of Buildings	PUBLICLY OWNED Number of Housing Units	PUBLICLY OWNED Valuation of Construction (Omit cents)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached *Exclude mobile homes*	101	133		$32,509,030			
Single-family houses, attached - *Separated by ground to roof wall,* - *No units above or below, and* - *Separate heating systems & utility meters*	102	28		$3,903,678			
Two-family buildings	103						
Three-and four-family buildings	104						
Five-or-more family buildings	105						
TOTAL: Sum of 101-105	109	161	0	$36,412,708	0	0	$0.00

Section 2 — NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED Number of Buildings	PRIVATELY OWNED Number of Housing Units	PRIVATELY OWNED Valuation of Construction (Omit cents)	PUBLICLY OWNED Number of Buildings	PUBLICLY OWNED Number of Housing Units	PUBLICLY OWNED Valuation of Construction (Omit cents)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins *(Without housekeeping units)*	213						
Other non-housekeeping shelter	214						

Section 3 — NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED Number of Buildings	PRIVATELY OWNED Number of Housing Units	PRIVATELY OWNED Valuation of Construction (Omit cents)	PUBLICLY OWNED Number of Buildings	PUBLICLY OWNED Number of Housing Units	PUBLICLY OWNED Valuation of Construction (Omit cents)
	(a)	(b)	(c)	(d)	(e)	(f)	(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	8		$53,473,500			
Other nonresidential buildings	328	18		$422,005			
Structures other than buildings	329	15		$1,112,481			

Section 4 — ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED Number of Buildings	PRIVATELY OWNED Number of Housing Units	PRIVATELY OWNED Valuation of Construction (Omit cents)	PUBLICLY OWNED Number of Buildings	PUBLICLY OWNED Number of Housing Units	PUBLICLY OWNED Valuation of Construction (Omit cents)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential – *Classify additions of garages and carports as item 438*	434	30		$2,535,046			
Nonresidential and non-housekeeping	437	5		$3,472,540			
Additions of residential garages and carports (attached and detached)	438	15		$653,454			

Section 5 — DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED Number of Buildings	PRIVATELY OWNED Number of Housing Units	PRIVATELY OWNED Valuation of Construction (Omit cents)	PUBLICLY OWNED Number of Buildings	PUBLICLY OWNED Number of Housing Units	PUBLICLY OWNED Valuation of Construction (Omit cents)
	(a)	(b)	(c)		(e)	(f)	
Single-family houses (attached and detached)	645	1					
Two-family buildings	646						
Three-and four-family buildings	647						
Five-or-more family buildings	648						
All other buildings, structures or mobile homes	649	5					