AGENDA
Special Presentation Meeting
Tuesday, September 1, 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. 2026-053: A Resolution recognizing and honoring the members of the South Carolina State Guard and September as National Preparedness Month in Anderson County.

All Council

b. 2026-054: A Resolution honoring Kelly Jo Barnwell for receiving the AARP Community Impact Award and recognizing her outstanding service to the citizens of Anderson County.

All Council

c. 2026-055: A Resolution honoring Mr. Clarence Sullivan for three decades of extraordinary service to the Civic Center of Anderson.

All Council

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, September 1, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE Hon. Chris Sullivan

3. APPROVAL OF MINUTES August 4, 2026, August 18, 2026

Tommy Dunn Chairman, District Five
Chris N. Sullivan District One
Greg Elgin District Three
M. Cindy Wilson District Seven
Brett Sanders V. Chairman, District Four
Glenn Davis District Two
Jimmy Davis District Six
Renee Watts Clerk to Council
Rusty Burns County Administrator

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

5. ORDINANCE THIRD READING:

a. 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; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Cindy Wilson (allotted 5 minutes)

b. 2026-045: An Ordinance to transfer an easement interest in real property at 1710 Manse Jolly Road to Duke Energy Carolinas, LLC; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Jordan Thayer (allotted 5 minutes)

6. ORDINANCE SECOND READING:

a. 2026-039: 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 +/- 91.65 acres from I-2 (Industrial Park) to R-20 (Single-Family Residential District) on a parcel of land, identified as 91.65 acres on Dixon Road in Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel is further identified as TMS #95-00-03-006. [District 5]

Alesia Hunter (allotted 5 minutes)

b. 2026-046: An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement and special source credit agreement by and between Anderson County, South Carolina and _____, a company formerly known to the county as Project Palmetto, with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and whereby such property/company will be provided certain credits in related qualified infrastructure; and whereby such property will provided the benefits of a multi-county industrial and business park; certifying the project as a textile mill site pursuant to the South Carolina Textile Communities Revitalization Act; and providing for related matters. [Project Palmetto]

Mr. Burris Nelson (allotted 5 minutes)

c. 2026-047: 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 of [Project Palmetto]; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

7. ORDINANCE FIRST READING:

a. 2026-040: An Ordinance amending Ordinance No. 99-004, The Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map, to adopt a zoning map in the Broadview Voting Precinct, Anderson County, South Carolina; and other matters pertaining thereto.

Ms. Alesia Hunter (allotted 5 minutes)

8. RESOLUTIONS:

a. 2026-056: A Resolution designating and approving Milwaukee Electric Tool Corporation as an additional sponsor affiliate in satisfaction of the requirements of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, so as to allow the sponsor affiliate to qualify for benefits pursuant to the existing fee-in-lieu of *ad valorem* taxes and economic development agreement, by and between Anderson County, South Carolina, One World Technologies, Inc., as sponsor, and certain sponsor affiliates; and other related matters.

Mr. Burriss Nelson (allotted 5 minutes)

9. BID APPROVAL:

a. Bid #25-040 Starr-Iva Force Main Replacement Project
b. RFQ #25-037 Hope Village

10. VEHICLE DONATION:

a. Tri-County Technical College Campus Police
1) 2015 Dodge Charger Unit 37368
2) 2016 Dodge Charger Unit 37369
3) 2015 Dodge Charger Unit 34365

11. REQUEST BY COUNCIL:

a. Anderson Aviation Association Charitable Fund-All Districts
b. Connect Powdersville-District 5
c. Generation 4-All Districts
d. First Flight Alliance-All Districts

12. ADMINISTRATOR'S REPORT Mr. Rusty Burns

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

14. REMARKS FROM COUNCIL

15. 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 2026-053

RESOLUTION RECOGNIZING AND HONORING THE MEMBERS OF THE SOUTH CAROLINA STATE GUARD AND SEPTEMBER 2026 AS NATIONAL PREPAREDNESS MONTH

WHEREAS, September is observed as National Preparedness Month, promoting emergency preparedness and community resilience; and

WHEREAS, South Carolina communities face natural and man-made hazards, including hurricanes, flooding, severe storms, ice storms, earthquakes, wildfires, and other emergencies; and

WHEREAS, effective emergency preparedness and response require strong partnerships among local governments, emergency management agencies, first responders, state agencies, nonprofit organizations, and community partners; and

WHEREAS, the South Carolina State Guard, a component of the South Carolina Military Department, is a volunteer state military force that supports South Carolinians during emergencies and disasters; and

WHEREAS, the South Carolina State Guard provides disaster relief, search and rescue, medical support, logistics, engineering, communications, and other specialized services in coordination with state and local authorities; and

WHEREAS, Anderson County Council recognizes the importance of emergency preparedness and the dedicated volunteer service of the South Carolina State Guard in protecting South Carolina communities;

Now, therefore, be it resolved, that Anderson County Council, in a meeting duly assembled this first day of September 2026 recognizes **September 2026 as National Preparedness Month in Anderson County** and recognizes and honors the **South Carolina State Guard** for its dedicated volunteer service and commitment to emergency preparedness, response, and recovery.

FOR ANDERSON COUNTY:

_____
Tommy Dunn, Chairman
District Five

_____
Rusty Burns
County Administrator

_____
Renee Watts
Clerk to Council

RESOLUTION #2026-054

A RESOLUTION HONORING KELLY JO BARNWELL FOR RECEIVING THE AARP COMMUNITY IMPACT AWARD AND RECOGNIZING HER OUTSTANDING SERVICE TO THE CITIZENS OF ANDERSON COUNTY.

Whereas Kelly Jo Barnwell has demonstrated exceptional leadership and compassion through her lifelong service to older adults, families, and the greater Anderson County community; and

Whereas Mrs. Barnwell has transformed the Jo Brown Senior Center into a thriving hub for AARP Chapter 3693, coordinating programs such as line dancing, quilting, bridge, and creating opportunities for older adults to remain active and connected; and

Whereas Mrs. Barnwell has revived her mother's signature event, the Golden Years Jamboree, which celebrates older adults while raising funds for local nonprofits including the Cancer Association of Anderson and the Westside Community Center; and

Whereas Mrs. Barnwell has also devoted more than fourteen years as a volunteer at NewSpring Church, mentoring high school girls and supporting students with special needs, embodying the spirit of selfless service and mentorship; and

Whereas the AARP Community Impact Award, presented to Mrs. Barnwell on September 11, 2025, recognizes her extraordinary dedication to empowering people to live with purpose, compassion, and connection;

Now, therefore be it resolved, in a meeting duly assembled this twenty-first day of October 2025, that the Anderson County Council congratulates Kelly Jo Barnwell on receiving the AARP Community Impact Award and expresses its sincere appreciation for her enduring contributions to the wellbeing and enrichment of Anderson County.

FOR ANDERSON COUNTY:

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

ATTEST:

Rusty Burns County Administrator	Renee Watts Clerk to Council

RESOLUTION 2026-055

A RESOLUTION HONORING MR. CLARENCE SULLIVAN FOR THREE DECADES OF EXTRAORDINARY SERVICE TO THE CIVIC CENTER OF ANDERSON.

Whereas Mr. Clarence Sullivan began serving Anderson County in the Civic Center's early years and, three decades later, has become a defining figure whose name is nearly synonymous with the Center itself; and

Whereas day after day and year after year, he has lifted, hauled, repaired, set up, broken down, cleaned, and restored, giving Anderson County the strength of his back, the skill of his hands, and the benefit of his irreplaceable knowledge and experience; and

Whereas early mornings, late nights, weekdays, and weekends have found him wherever the work was heaviest, often carrying the load of several people and staying until the Center was ready for whatever came next; and

Whereas the Civic Center would not be what it is today without the physical labor, personal sacrifice, and enduring devotion he has poured into it; and

Whereas the affection shown by Mr. Sullivan's coworkers, family, and community reflects not merely gratitude for the work he performs but love for the humble, dependable, and devoted man who has given so much of himself to Anderson County;

Now, therefore, be it resolved that Anderson County Council, in a meeting duly assembled this first day of September 2026, does hereby honor Mr. Clarence Sullivan for three decades of extraordinary service, express its profound gratitude, and recognize that his labor is written into the history, character, and very identity of the Civic Center of Anderson, the Anderson Sports & Entertainment Center, and Anderson County.

FOR ANDERSON COUNTY:

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

ATTEST:

Rusty Burns County Administrator	Renee Watts Clerk to Council

ANDERSON COUNTY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 4, 2026
6:30 PM
Council Chambers
101 South Main Street, Anderson, SC 29624

In accordance with the South Carolina Freedom of Information Act, Section 30-4-10 et seq., South Carolina Code, 1976, as amended and the Anderson County Code Ordinance #386, as adopted on September 21, 1993, the media was duly notified of the date, time and place of meeting.

Members Present: Tommy Dunn, Chairman, Brett Sanders, Vice Chairman, Chris Sullivan, Glenn Davis, Greg Elgin, Jimmy Davis, and Cindy Wilson

Staff Present: Rusty Burns, Leon Harmon, Burriss Nelson, Jordan Thayer, and Renee Watts

1. **CALL TO ORDER**- Chairman Tommy Dunn called the meeting to order at 6:30 PM

2. **INVOCATION AND PLEDGE OF ALLEGIANCE**: The invocation and pledge of allegiance was led by Honorable Jimmy Davis

3. **APPROVAL OF MINUTES**-Ms. Wilson moved to approve the minutes as received, seconded by Chris Sullivan. The vote in favor was unanimous.

4. **CITIZENS COMMENTS**-No citizens signed up to speak.

5. **ORDINANCE THIRD READING:** None

6. **ORDINANCE SECOND 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. Jimmy Davis moved to approve this item, seconded by Cindy Wilson
      The vote in favor was unanimous.

   b. **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 made the motion to approve this item, seconded by Jimmy Davis. Ms. Wilson made a motion to remove "without limitation", it appears to contradictory the way it is worded, seconded by Greg Elgin.
      The vote in favor of the amendment was unanimous. The original motion vote in favor was unanimous.

7. **ORDINANCE FIRST READING:**

a. **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; and other matters related thereto.

Ms. Wilson moved to approve this item, seconded by Jimmy Davis. Chris Sullivan asked if when this ordinance is approved it would immediately fire the at-large member of the Planning Commission. Mr. Dunn stated once the ordinance is approved the number would be reduced to 7 members.
The vote was 4-3, Cindy Wilson, Chris Sullivan, Greg Elgin and Jimmy Davis voted in favor, Tommy Dunn, Brett Sanders and Glenn Davis voted against the ordinance.

b. **2026-045:** An Ordinance to transfer an easement interest in real property at 1710 Manse Jolly Road to Duke Energy Carolinas, LLC; and other matters related thereto.

Ms. Wilson moved to approve this item, seconded by Greg Elgin.
The vote in favor was unanimous.

8. **RESOLUTIONS:**

a. **2026-042:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Palmetto, 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; authorizing the benefits of am multi-county industrial or business park to be made available to the project; and providing for other matters.

Mr. Greg Elgin moved to approve this item, seconded by Cindy Wilson.
Mr. Burriss Nelson stated this is a great project for Anderson County and Belton with 217 jobs with an average pay of $35.86 an hour. New projected taxes are $88,000. The company produces wood products. Mr. Elgin is glad this project will be bringing jobs back to Belton. Ms. Wilson concurred with Mr. Elgin.

The vote in favor was unanimous.

9. **EXECUTIVE SESSION:**

1. Receipt of legal advice subject to the attorney client privilege regarding mediation of condemnation action involving Interstate Boulevard and Threlkeld Boulevard.

Ms. Wilson made a motion to go into Executive Session, seconded by Brett Sanders. The vote was unanimous.

Ms. Wilson made a motion to come out of executive session, seconded by Tommy Dunn. No action was taken.

10. **APPROVAL OF ACTC PAVING REQUEST:**

Mr. Sanders moved to approve this item, seconded by Cindy Wilson.
The vote to approve was unanimous.

11. **APPROVAL OF INTERGOVERNMENTAL AGREEMENT REGARDING REAL AND PERSONAL PROPERTY TAX COLLECTION**

Mr. Dunn stated we charge municipalities 50 cents to send out tax bills. This agreement would change that charge to $1.00 per bill.
Mr. Sanders moved to approve this item, seconded by Cindy Wilson.
The vote to approve was unanimous.

Chairman Dunn excused himself from the meeting and Vice Chairman assumed the chair to preside over the rest of the meeting.

12. **DISCUSSION OF PREPARATION OF COUNTY COUNCIL, BOARDS AND COMMISSION MINUTES**

Mr. Sullivan stated that the cost to transcribe minutes has increased by $2.00 a page. Now that we are streaming our meetings live and video is available on You Tube. He suggests that we do a summary of the meetings.
Mr. Sullivan made a motion we no longer transcribe minutes, seconded by Cindy Wilson. Citizens will have access to our TV Channel and You Tube video. Mr. Sanders liked the idea that the county would provide a condensed version of the meeting by a summary, and that there would also be a video version for citizens to watch online.
The vote was 6-0 in favor.

13. **VEHICLE DONATION**

a. 2019 Diamond Cargo Trailer-Hope Missions

Ms. Wilson moved to approve this item, seconded by Chris Sullivan
Mr. Burns stated that Hope Missions has formed a grass cutting business to provide jobs.

14. **REQUEST BY COUNCIL**

Mr. Chris Sullivan with District #1 made a motion to appropriate $500 to Bulldog Fishing, $150 to the Town of Honea Path, $700 to Anchored in His Grace Ministry, and $500 to UNCF, seconded by Cindy Wilson. The vote in favor was unanimous.

Mr. Greg Elgin with District #3 made a motion to appropriate $500 to Bulldog Fishing, $250 to the Town of Honea Path, $500 to Anchored in His Grace Ministry, $750 to UNCF and $2,000 to Center Rock Volunteer Fire Department, seconded by Cindy Wilson. The vote in favor was unanimous.
Mr. Glenn Davis made a motion for Tommy Dunn, District #5 to appropriate $700 to Anchored in His Grace Ministry and $1,000 to UNCF, seconded by Cindy Wilson. The vote in favor was unanimous.
Mr. Jimmy Davis, District #6 made a motion to appropriate $250 to Bulldog Fishing, $300 to Anchored in His Grace Ministry, $250 to UNCF and $3,500 to CESA, seconded by Cindy Wilson.
Mr. Brett Sanders, District #4 made a motion to appropriate $1,750 to Bulldog Fishing, $250 to Town of Honea Path, $750 to Anchored in His Grace Ministry, $250 to UNCF and $2,500 to CESA, seconded by Cindy Wilson.
Mr. Glenn Davis, District #2 made a motion to appropriate $300 to Bulldog Fishing, $100 to Town of Honea Path, $700 to Anchored in His Grace Ministry, $2,000 to UNCF, $2,000 to Center Rock Volunteer Fire Department, and $2,000 to P&D Ministries, seconded by Cindy Wilson.

15. **ADMINISTRATORS REPORT**

Mr. Burns stated nothing at this time.

16. **CITIZENS COMMENTS**

1. Judy Childers (District 6) asked for Council assistance to remove trees on the back of her property. The County asked for her to remove her fence to remove the trees. She had surveyed her property to prove the trees were in the right of way on County property.

17. **REMARKS FROM COUNCIL**

Mr. Elgin wanted to thank the IT Department for help with migrating email.
Ms. Wilson added that she hoped IT could get the phones back in service.
Mr. Sanders stated he needs help from IT with his email.

18. **ADJOURNMENT**

Mr. Brett Sanders adjourned the meeting at 7:04 pm

Link to video of meeting
https://www.youtube.com/watch?v=Tz0aM0B8X-M

ANDERSON COUNTY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 18, 2026
6:30 PM
Council Chambers
101 South Main Street, Anderson, SC 29624

In accordance with the South Carolina Freedom of Information Act, Section 30-4-10 et seq., South Carolina Code, 1976, as amended and the Anderson County Code Ordinance #386, as adopted on September 21, 1993, the media was duly notified of the date, time and place of meeting.

Members Present: Tommy Dunn, Chairman, Brett Sanders, Vice Chairman, Chris Sullivan, Glenn Davis, Greg Elgin, Jimmy Davis, and Cindy Wilson

Staff Present: Rusty Burns, Leon Harmon, Matt Hogan, Jordan Thayer, Alesia Hunter, and Renee Watts

1. **CALL TO ORDER**- Chairman Tommy Dunn called the meeting to order at 6:30 PM

2. **INVOCATION AND PLEDGE OF ALLEGIANCE-** The Invocation and Pledge of Allegiance was led by Honorable Cindy Wilson.

3. **APPROVAL OF MINUTES**- The minutes for August 4, 2026 have not been received.

4. **CITIZENS COMMENTS**

   a. For items on the agenda
      1. Samuel Duckett District #4-against rezoning of 91 acres.

5. **ORDINANCE THIRD READING**-

   a. **2026-021:** An Ordinance amending Ordinance No. 99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to adopt a zoning map in the Center Rock Voting Precinct, Anderson County, South Carolina, and other matters pertaining thereto.
      PUBLIC HEARING-
      1. Mr. Duckett spoke in favor of the zoning map.

      Ms. Wilson moved to approve this item, seconded by Jimmy Davis.

      The vote in favor was unanimous. (7-0)

   b. **2026-033:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and Artiflex, LLC and Red Bullet 25, LLC, formerly 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 a provision of certain special source credits: and other matters related thereto.
      PUBLIC HEARING-
      No speakers

      Ms. Wilson moved to approve this item, seconded by Glenn Davis
      The vote in favor was unanimous. (7-0)

c. **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.
PUBLIC HEARING-
No speakers

Mr. Jimmy Davis moved to approve this item, seconded by Cindy Wilson.

The vote in favor was unanimous.(7-0)

d. **2026-044:** An Ordinance imposing a moratorium on the acceptance, processing, or approval of special exception permits; and other matters related thereto.
PUBLIC HEARING-
No speakers

Mr. Greg Elgin moved to approve this item, seconded by Cindy Wilson

The vote in favor was unanimous. (7-0)

6. **ORDINANCE SECOND READING-**

a. **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; and other matters related thereto.

Ms. Cindy Wilson moved to approve this item, seconded by Chris Sullivan

The vote was 4-3, Cindy Wilson, Chris Sullivan, Greg Elgin and Jimmy Davis voted in favor, Brett Sanders, Glenn Davis and Tommy Dunn voted against the ordinance.

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; and other matters related thereto.

Ms. Cindy Wilson moved to approve this item, seconded by Glenn Davis

The vote in favor was unanimous. (7-0)

7. **ORDINANCE FIRST READING-**

a. **2026-039:** 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 +/- 91.65 acres from I-2 (Industrial Park) to R-20 (Single-Family Residential District) on a parcel of land, identified as 91.65 acres on Dixon Road in Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel is further identified as TMS #95-00-03-006.

Mr. Tommy Dunn recused himself due to business with developer.

Mr. Glenn Davis moved to approve this item, seconded by Cindy Wilson.
Jimmy Davis asked Ms. Hunter if the Planning Commission had approved this rezoning, she confirmed the Planning Commission did approve the rezoning and stated the letter of approval was in the packet.

The vote in favor was unanimous. (6-0)

b. **2026-046:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement and special source credit agreement by and between Anderson County, South Carolina and _____, a company formerly known to the county as Project Palmetto, with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and whereby such property/company will be provided certain credits in related qualified infrastructure; and whereby such property will provided the benefits of a multi-county industrial and business park; certifying the project as a textile mill site pursuant to the South Carolina Textile Communities Revitalization Act; and providing for related matters. [Project Palmetto]

Ms. Cindy Wilson moved to approve this item, seconded by Greg Elgin
Ms. Wilson asked a question about page 17, under particular covenants and agreements, it the county is found and certified by an ordinance enacted on September 15, 2026 that the project is a textile mill site and goes on, are we going to be able to meet that date? Mr. Rusty Burns answered yes the county would be able to meet that date. Ms. Wilson stated this will be a good project.
Mr. Elgin stated this is a good project located between Belton and Honea Path, kind of out in the middle of nowhere, where we desperately need some good paying jobs for people local to the area to come to work.

The vote in favor was unanimous. (7-0)

c. **2026-047:** 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 of [Project Palmetto]; and other matters related thereto.

Mr. Greg Elgin moved to approve this item, seconded by Cindy Wilson.

The vote in favor was unanimous. (7-0)

8. **RESOLUTIONS-**

a. **2026-051:** A Resolution authorizing application to South Carolina Department of Parks, Recreation, and Tourism Undiscovered SC Grant Program for the Saluda River access upgrades project at Dolly Cooper Park; and other matters related thereto.

Mr. Jimmy Davis moved to approve this item, seconded by Cindy Wilson.
Cindy Wilson stated this project is part of the blue trail that Matt Schell and the administrator have worked for over 15 years. She and Mr. Jimmy Davis will meet with Dr. Tobin to see if the Saluda River can be added to the scenic byway designation. Jimmy Davis wanted to clarify that the grant will help do upgrades at Dolly Cooper Park, it will expand the ADA walking trail and possibly have a lazy river in Anderson County on the Saluda River.

The vote in favor was unanimous. (7-0)

ANDERSON COUNTY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 18, 2026
6:30 PM
Council Chambers
101 South Main Street, Anderson, SC 29624

9. **BID APPROVAL-**

a. Emergency Purchase Undercarriage Replacement

Ms. Cindy Wilson moved to approve this item, seconded by Jimmy Davis

The vote in favor was unanimous. (7-0)

10. **APPOINTMENTS-**

a. Economic Development Advisory Board-District 6
Mr. Jimmy Davis made a motion to appoint Ms. Charlene Spelts, seconded by Brett Sanders.

The vote in favor was unanimous. (7-0)

11. **VEHICLE DONATION-**

a. Trailer mounted 2003 Cummins Generator

Mr. Brett Sanders moved to approve this item, seconded by Greg Elgin

The vote in favor was unanimous. (7-0)

Chairman Dunn excused himself from the meeting and Vice Chairman Brett Sanders assumed the chair and presided over the remainder of the meeting.

12. **REQUEST BY COUNCIL-**

Ms. Cindy Wilson with District #7 made a motion to appropriate $500 to the Anderson County Genealogical Society, seconded by Greg Elgin. The vote in favor was unanimous.
Mr. Chris Sullivan with District #1 made a motion to appropriate $500 to Wren Youth Association, $500 to Anderson County Genealogical Society and $1,250 to SC Junior Golf Foundation, seconded by Cindy Wilson. The vote in favor was unanimous.
Mr. Greg Elgin with District #3 made a motion to appropriate $500 to Wren Youth Association, $500 to Anderson County Genealogical Society, and $250 to SC Junior Golf Foundation, seconded by Chris Sullivan. The vote in favor was unanimous.
Mr. Glenn Davis made a motion for Mr. Tommy Dunn, District #5 to appropriate $750 to Wren Youth Association, $500 to Anderson County Genealogical Society and $500 to SC Junior Golf Foundation, seconded by Cindy Wilson. The vote in favor was unanimous.
Mr. Glenn Davis with District #2 made a motion to appropriate $500 to Wren Youth Association, $500 to Anderson Genealogical Society and $500 to SC Junior Golf Foundation, seconded by Jimmy Davis.
Mr. Brett Sanders District #4 made a motion to appropriate $500 to Wren Youth Association, $500 to Anderson Genealogical Society and $500 to SC Junior Golf Foundation, seconded by Cindy Wilson. The vote to approve was unanimous.
Mr. Jimmy Davis District #6 made a motion to appropriate $2,500 to Wren Youth Association, $500 to Anderson Genealogical Society, and $500 to SC Junior Golf Foundation, seconded by Cindy Wilson. The vote to approve was unanimous.

ANDERSON COUNTY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 18, 2026
6:30 PM
Council Chambers
101 South Main Street, Anderson, SC 29624

13. **ADMINISTRATOR'S REPORT-**

Mr. Burns stated nothing at this time.

14. **CITIZENS COMMENTS**-

1. Bobby Simmons District #2 spoke to urge Council to help children be better citizens. He requested that the Council prioritize funding for youth employment to mitigate social instability.

2. Sara Mikell District #6, Formally challenged the county's decision to remove trees on Omega Lane, alleging inconsistent policy application and requesting a moratorium on such removals.

15. **REMARKS FROM COUNCIL**-

Mr. Elgin reminded the citizens that on September 13, 2026 the annual Walk to Remember for 9/11 will be held. It is the 25th Anniversary of 9/11 so the walk will be bigger this year. The walk is from Rock Springs Fire Department to Belton Fire Department.
Mr. Chris Sullivan introduced Devin Stefano with WSPA, he is the new reporter for the Anderson area.
Ms. Wilson welcomed the new reporter.

16. **ADJOURNMENT**-

Mr. Brett Sanders adjourned the meeting at 6:57 pm.

A video recording of this meeting is available at
https://www.youtube.com/watch?v=M8GCjXjZVA4&t=3386s

ORDINANCE NO. 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; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the Anderson County Council has the authority to create and modify agencies, departments, boards, commissions, and positions under South Carolina Code section 4-9-30; and

WHEREAS, Anderson County Council desires to amend the Anderson County Code of Ordinances to reduce the number of members on the planning commission from 9 to 7 by removing at-large seats and allowing each County Council district to appoint a planning commission member.

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

1. That section 24-49(b) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

> *Members.* The planning commission consists of seven members, with one appointment per council district. Each member, once initially appointed, shall serve at the pleasure of council.

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 1st day of September, 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: August 4, 2026
Second Reading: August 18, 2026
Third Reading: September 1, 2026

Public Hearing: September 1, 2026

ORDINANCE NO. 2026-045

AN ORDINANCE TO TRANSFER AN EASEMENT INTEREST IN REAL PROPERTY AT 1710 MANSE JOLLY ROAD TO DUKE ENERGY CAROLINAS, LLC; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, Anderson County is the current owner of land located at 1710 Manse Jolly Road and identified as tax map number 119-00-02-017; and

WHEREAS, Anderson County desires to encumber the above referenced land with a utility easement to allow Duke Energy Carolinas, LLC, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electrical communication lines, all necessary structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers; and

WHEREAS, Duke Energy Carolinas, LLC, desires to complete an infrastructure upgrade project to reroute power and place a new pole on the back of the right-of-way of Manse Jolly Road.

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

1. Anderson County desires to grant Duke Energy Carolinas, LLC, a utility easement to install, operate, and service electrical and communication lines, meters, and appurtenant facilities as well as perform related tasks. See Attachment A.

2. The Anderson County Administrator is hereby authorized and directed to execute any documents necessary to effectuate the utility as described herein.

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

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

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

ORDAINED in meeting duly assembled this 1st day of September 2026.

ATTEST:

Rusty Burns
Anderson County Administrator

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: August 4, 2026
Second Reading: August 18, 2026
Third Reading: September 1, 2026

Public Hearing: September 1, 2026

Prepared by: Duke Energy Carolinas, LLC
Return To: Duke Energy Carolinas, LLC
Attn: Southeastern Land Company
PO Box 71059
Myrtle Beach, SC 29572

Parcel # 1190002017

EASEMENT

State of South Carolina
County of Anderson

THIS EASEMENT ("**Easement**") is made this __day of _____2026, from **ANDERSON COUNTY**, a body politic and corporate of the state of South Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

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

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 6419, Page 66**, Anderson County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

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

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

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

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

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

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

Witnesses:

ANDERSON COUNTY
a body politic and corporate of the state of South Carolina

_____ (SEAL)

(Witness #1)

PRINT NAME _____

TITLE: _____

_____

(Witness #2)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of

_____, certify that _____, as _____ of ANDERSON COUNTY, a body politic and corporate of the state of South Carolina, personally appeared before me this day and acknowledged the due execution of the forgoing EASEMENT.

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

Notary Public: _____

Commission Expires: _____

Ordinance #2026-039

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 +/- 91.65 acres from I-2 (Industrial Park) to R-20 (Single-Family Residential District) on parcel of land, identified as 91.65 acres on Dixon Road in the Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel is further identified as TMS #95-00-03-006.

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

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

Whereas, County Council desires to amend the map by adopting a zoning map amendment from I-2 to R-20 for +/- 91.65 acres of TMS #95-00-03-006 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 11, 2026, during which it reviewed the proposed rezoning from I-2 to R-20 +/- 91.65 acres of TMS #95-00-03-006 described above; and,

Whereas, the Anderson County Council will hold a duly advertised Public Hearing of said amendment upon third reading.

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

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

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

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

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

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ATTEST: Ordinance 2026-039

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Leon Harmon
Anderson County Attorney

1st Reading:	August 18, 2026
2nd Reading:	September 1, 2026
3rd Reading:	September 15, 2026
Public Hearing:	September 15, 2026

Planning Commission
August 11, 2026

Agenda Item: 7B

Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☑ Rezoning

NAME OF APPLICANT/PROJECT: Craig Shiflet / Rezoning Request

PROPERTY LOCATION: 3508 Dixon Rd

COUNTY COUNCIL DISTRICT: 5

SCHOOL DISTRICT: 5

TOTAL ACREAGE: +/-91.65

NUMBER OF LOTS: N/A

CURRENT ZONING: I-2

REQUESTED ZONING: R-20

PURPOSE: Requesting to go back to R-20 from I-2.

RECOMMENDATION/DECISION RENDERED

☑ **APPROVAL** ☐ **DENIAL** ☐ **TIED** ☐ **TABLED** **VOTE** 7 **TO** 0

__Compatibility with Future Land Use Map

__Compatibility with Traffic Levels

__Compatibility with Density Levels

__The recommendation of staff

__Compatibility with Surrounding Properties

__Use and value of surrounding properties

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

__Other (please elaborate): See attachment

Planning Commission Chairman: _____ Date: 8-11-26

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

7.B. Rezoning Request: Applicant is requesting to go back to R-20 from I-2. Located at Dixon Road. / TMS 95-00-03-006 (Council District 5).

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

- Applicant previously had the property rezoned from R-20 to I-2 in anticipation of a development project. That project failed to materialize and the owner seeks to restore the R-20 zoning classification.
- This residential zoning classification is consistent with surrounding parcels.
- Residential use is in the public interest as indicated by fact that property was designated R-20 when originally zoned.

Anderson County Planning Commission Meeting-Rezoning-Dixon Road
Staff Report
August 11, 2026

Applicant:	Craig Shiflet
Current owner:	Craig Shiflet
Property location:	3508 Dixon Rd
Precinct:	Centerville Station A
Council District:	5
TMS(s):	95-00-03-006
Acreage:	+/-91.65
Current Zoning:	I-2 (District)
	Located within Airport Height Safety Area
Requested Zoning:	R-20 (Residential Single-Family District)

The residential district is established as areas in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

Surrounding zoning:	North: I-2 (Industrial Park District) South: R-20 (Single-Family Residential District) East: PD (Planned Development) West: R-20 (Single-Family Residential District)

Evaluation:

On October 28, 2022, Ordinance # 2022-046 approved the rezoning of 91.78 acres from R-20 to I-2. A 5.83 acre strip along Dixon Road remained zoned as R-20. The rezoning did not allow for industrial or commercial traffic to access the newly zoned I-2 parcel from any public road. This request is to rezone the I-2 parcel back to the original R-20-single family zoning parcel due to access restrictions on property for limited industrial traffic on Dixon Road.

Existing Land Use Map:	Residential
Future Land Use Map:	Low Residential
Public Outreach:	Staff hereby certifies that the required public notification actions have been completed, as follows:

- July 27, 2026: Rezoning notification postcards sent to 294 property owners within 2,000' of the subject property.
- July 27, 2026: Rezoning notification signs posted on subject property;
- July 29, 2026: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Staff Assessment: -

- At the Planning Commission Meeting, during which the rezoning is scheduled to be discussed, staff will present their findings at that time.

Record No: RZ-26-3

Rezoning Application

Status: Active

Submitted On: 6/30/2026

Primary Location

3508 Dixon Rd
Anderson, SC 29625

Owner

Craig Shiflet
Sam Byrum Rd 120 Iva, SC 29655

Applicant

Craig Shiflet
864-617-5910
shifletfarms87@gmail.com
120 Sam Byrum Rd
Iva, SC 29655

Applicant/Owner Information

Is applicant the same as the owner?*

Yes

Project Information

County Council District*

5

School District*

5

Total Acreage*

91.65

Current Land Use

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

Current Zoning*

I-2: Industrial Park District

Requested Zoning*

R-20: Single-Family Residential - Min. 20,000 sf

Purpose of Rezoning*

Due to access restrictions onto property.

Additional Information or Comments*

Due to access restrictions onto property for industrial traffic I would like to have the property rezoned back to its original state R-20

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

No

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

Craig Shiflet
Apr 28, 2026

Public Hearing Schedule

Verification of Acknowledgement*

Craig Shiflet
Apr 28, 2026

Planning Commission Meetings

Verification of Acknowledgement*

Craig Shiflet
Apr 28, 2026

For Office Use Only

Planning Commission Public Hearing

–

Planning Commission Decision

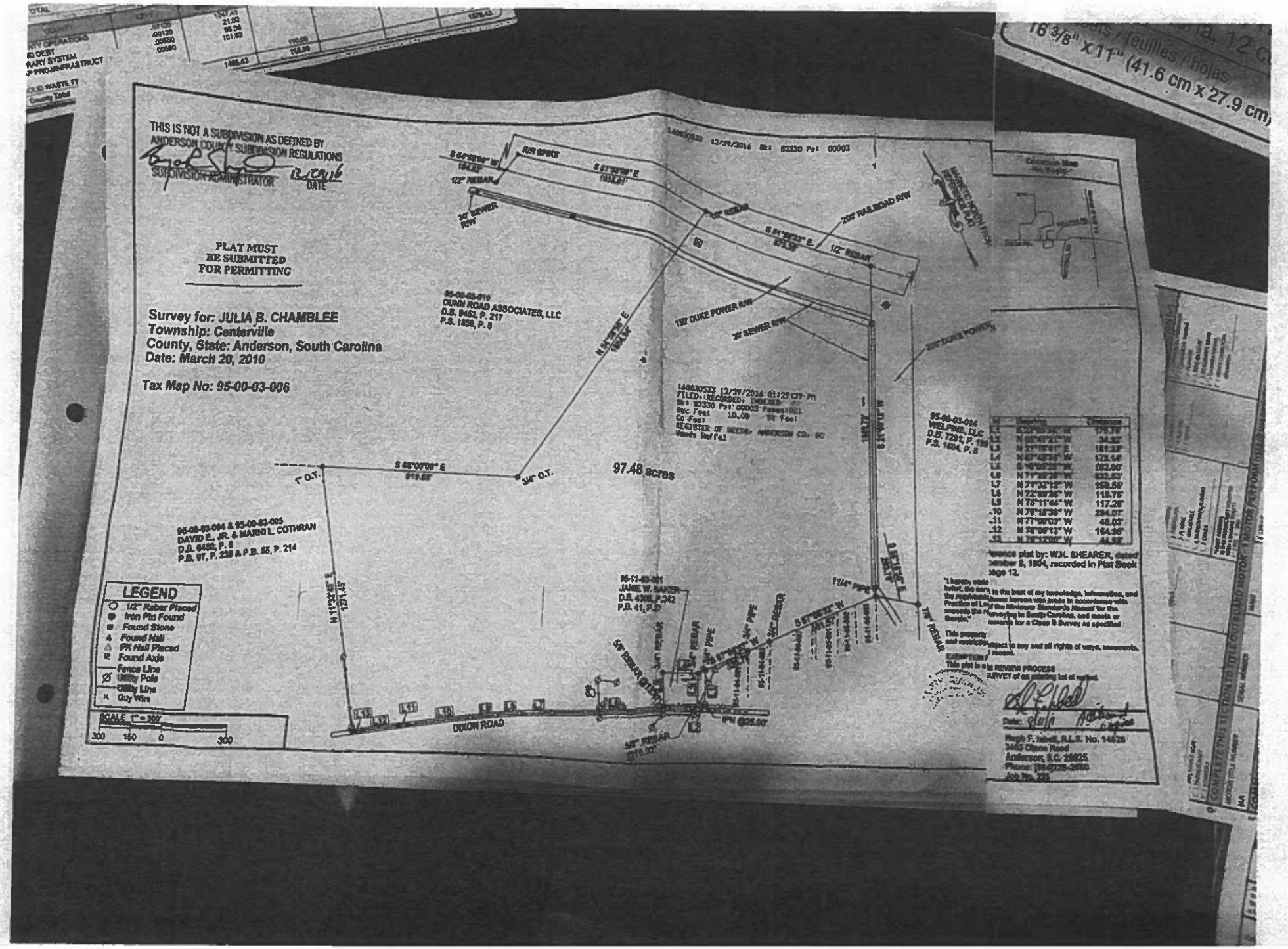
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County Council Public Hearing - 1st Reading

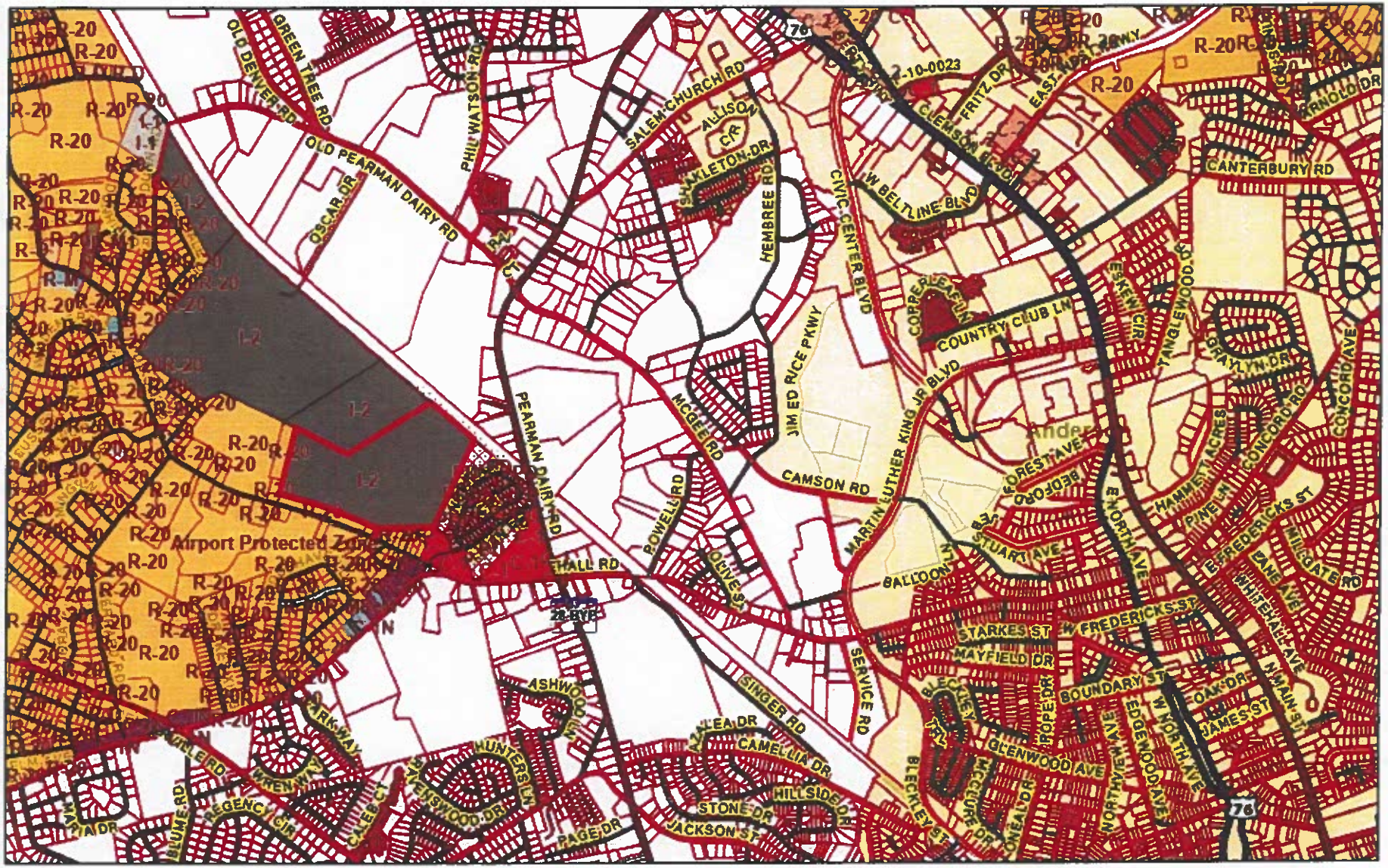
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County Council 1st Reading Decision

–


THIS IS NOT A SUBDIVISION AS DEFINED BY ANDERSON COUNTY SUBDIVISION REGULATIONS
SUBDIVISION ADMINISTRATOR
DATE
PLAT MUST BE SUBMITTED FOR PERMITTING
Survey for: JULIA B. CHAMBLEE
Township: Centerville
County, State: Anderson, South Carolina
Date: March 20, 2010
Tax Map No: 95-00-03-006
95-00-03-010
DUNN ROAD ASSOCIATES, LLC
D.B. 8452, P. 217
P.B. 1858, P. 8
95-00-03-004 & 95-00-03-005
DAVID E., JR. & MARNI L. COTHRAN
D.B. 8436, P. 6
P.B. 97, P. 228 & P.B. 55, P. 214
95-11-03-001
JAMIE W. BAKER
D.B. 4308, P.342
P.B. 41, P.27
95-00-03-014
WELPINE, LLC
D.B. 7235, P. 196
P.B. 1604, P. 8
97.48 acres
DIXON ROAD
150' DUKE POWER R/W
30' SEWER R/W
200' RAILROAD R/W
RR SPIKE
1/2" REBAR
1" O.T.
3/4" O.T.
1" PIPE
3/4" PIPE
LEGEND
1/2" Rebar Placed
Iron Pin Found
Found Stone
Found Nail
PK Nail Placed
Found Axle
Fence Line
Utility Pole
Utility Line
Guy Wire
SCALE: 1" = 300'
300 150 0 300
Reference plat by: W.H. SHEARER, dated December 8, 1904, recorded in Plat Book page 12.
Hugh F. Isbell, R.L.S. No. 14528
3403 Dixon Road
Anderson, S.C. 29625
16 3/8" x 11" (41.6 cm x 27.9 cm)

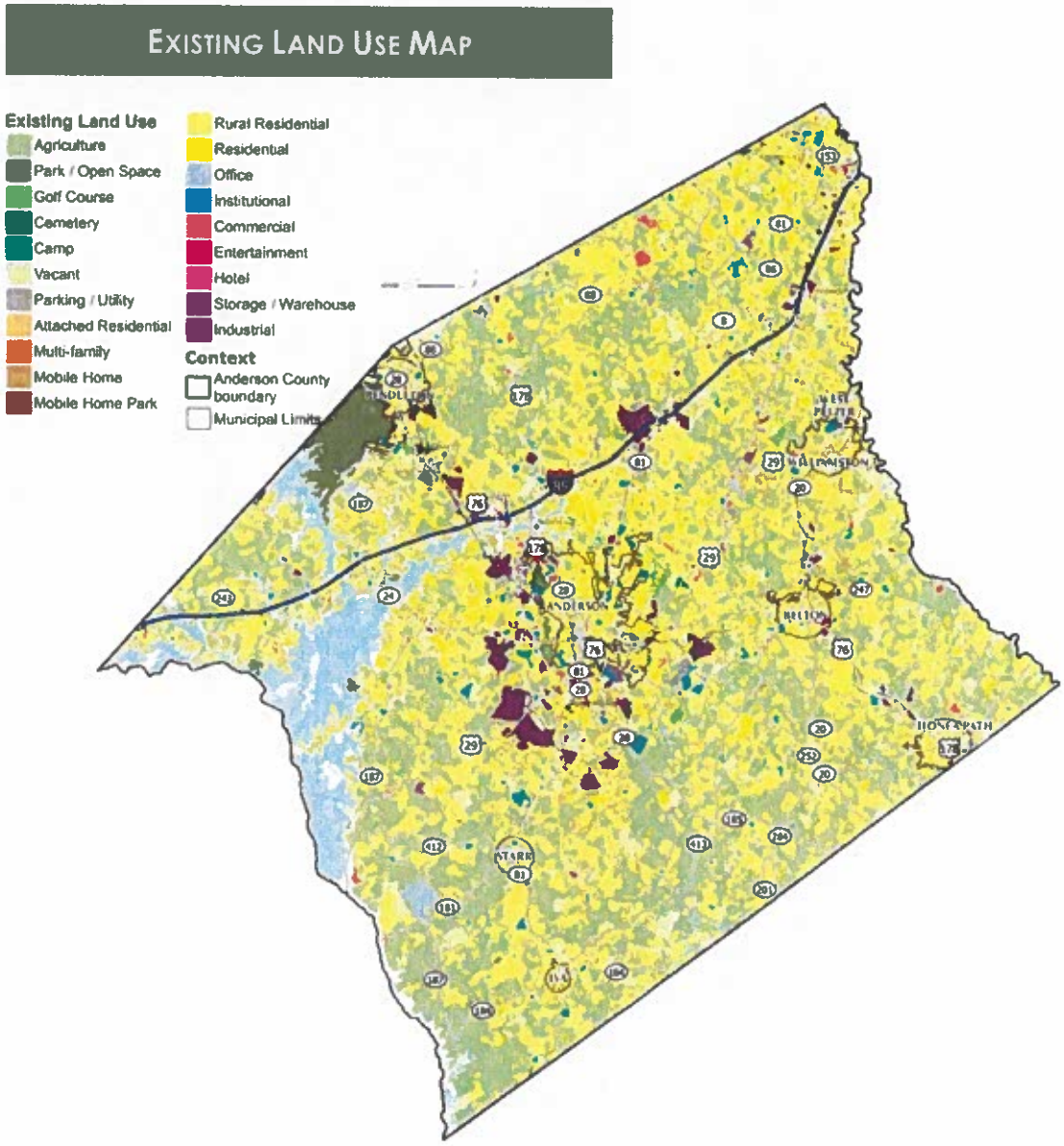
Letter ANSI A Landscape



July 7, 2026

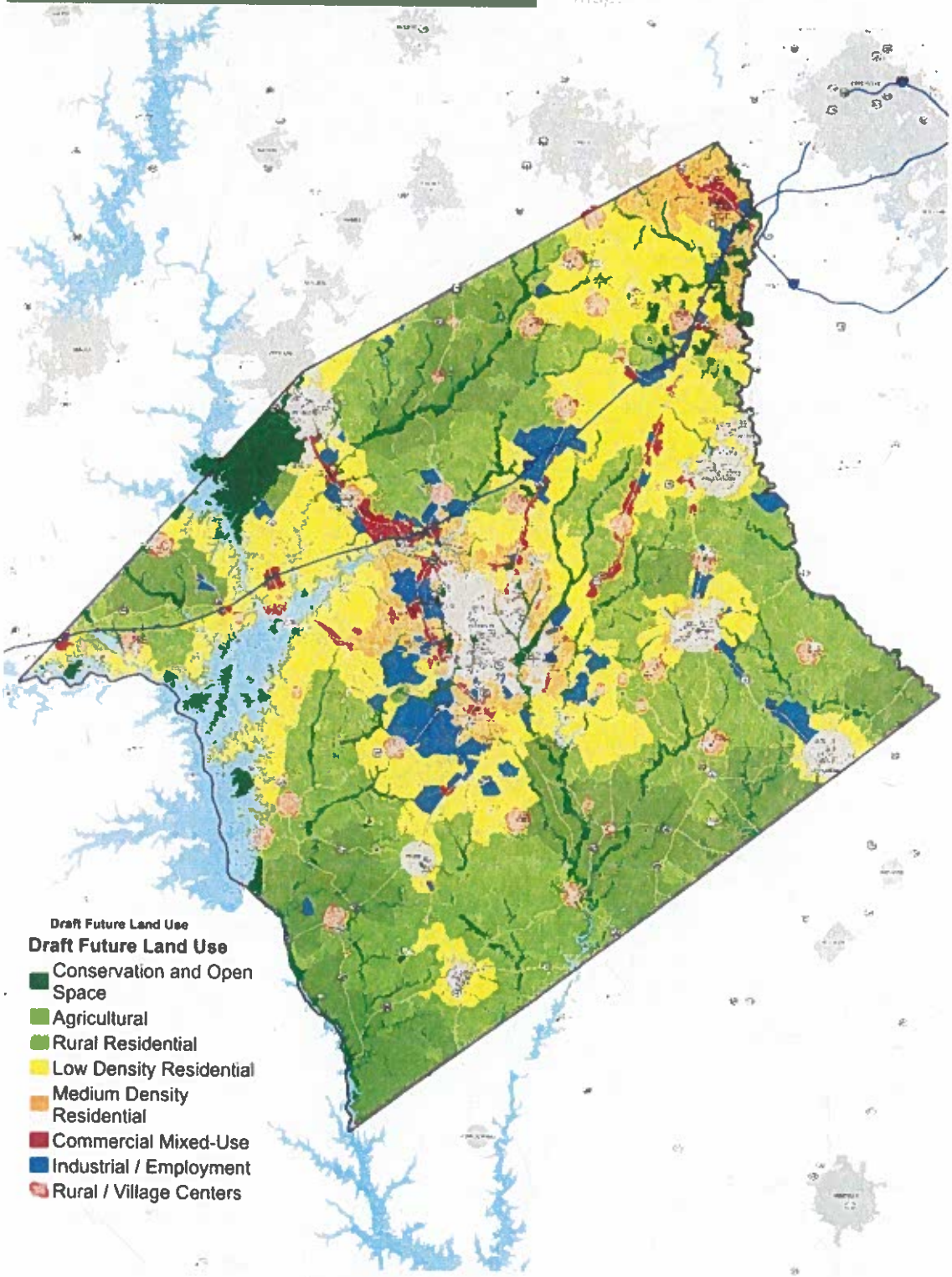
ESRI, Highland Mapping, and Anderson County GIS

Existing Land Use Map



Future Land Use Map

See the Appendix for larger versions of this map.



ORDINANCE NO. 2026-046

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND _____, A COMPANY FORMERLY KNOWN TO THE COUNTY AS PROJECT PALMETTO, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, AND WHEREBY SUCH PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS IN RELATED QUALIFIED INFRASTRUCTURE; AND WHEREBY SUCH PROPERTY WILL BE PROVIDED THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK; CERTIFYING THE PROJECT AS A TEXTILE MILL SITE PURSUANT TO THE SOUTH CAROLINA TEXTILE COMMUNITIES REVITALIZATION ACT; 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, Code of Laws of South Carolina, 1976, as amended (the ***"FILOT Act"***), and Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina, 1976, as amended (collectively, 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 August 4, 2026 (the ***"Inducement Agreement"***) with _____, a Virginia limited liability company (the ***"Company"***) (which was formerly known to the County at the time as ***"Project Palmetto"***), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County located at that certain piece of real property located at 1205 Hamby Road, Honea Path, South Carolina 29654 and further identified by the Anderson County TMS#s 266-00-07-006 and 266-00-08-002 (together, the ***"Property"***), with improvements thereon (collectively, the ***"Project"***); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately $215,560,000 and the creation of 217 new jobs in the County by December 31 of the eighth year after the first year which any portion of the Project is first placed in service; 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 the Multi-County Park Act, 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 Sections 12-65-10 *et. seq.*, of the Code of Laws of South Carolina 1976, as amended (the ***"Textile Communities Revitalization Act"***) the County acting by and through its County Council is authorized to certify the textile mill site made by an ordinance or binding resolution of the County as long as the ordinance or binding resolution contains certain findings found in Section 12-65-60 of the Textile Communities Revitalization Act; and

WHEREAS, the Company is, or will be, the owner and developer of the Property, which includes a "textile mill site" within the meaning of the Textile Communities Revitalization Act; and

WHEREAS, no portion of the Property has at any time been placed in service by the Company;

WHEREAS, the Property is located within the unincorporated limits of the County; and

WHEREAS, it is the intent of the Company to pursue only the credit against income taxes pursuant to Section 12-65-30(A)(2) of the Textile Communities Revitalization Act; and

WHEREAS, the Company has requested that the County, by way of binding ordinance, certify that the Property is a "textile mill" that has been "abandoned", and the geographic area of the textile mill site is consistent with the "textile mill site" as defined in and used in Section 12-65-60 of the Textile Communities Revitalization 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 County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 3. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 4. The County hereby finds that the Property (1) is a "textile mill site" that was a "textile mill" as defined in, and used in, Section 12-65-20(3) of the Textile Communities Revitalization Act; (2) is a "textile mill site" that has been "abandoned" as defined in, and used in, Section 12-65-20(1) of the Textile Communities Revitalization Act; and (3) the geographic area of the "textile mill site" is consistent with Section 12-65-20(4) of the Textile Communities Revitalization Act. The County therefore finds and certifies that the Property is a qualified "textile mill site" pursuant to the requirements of Section 12-65-60 of the Textile Communities Revitalization Act.

Section 5. 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 (the ***"Net Park Fees"***) shall be distributed within the County in accordance with this section, as follows:

(a) 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;

(b) 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;

(c) 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;

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

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

Section 6. 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 7. 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 **[15th]** day of **[September]**, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

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

Approved as to form:

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

First Reading:	August 18, 2026
Second Reading:	**[September 1, 2026]**
Public Hearing:	**[September 15, 2026]**
Third Reading:	**[September 15, 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 approval, by the County Council at its meetings of August 18, 2026, **[September 1, 2026]**, and **[September 15, 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 D. Watts, Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2026

FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT PALMETTO]

Dated as of September 15, 2026

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SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	**[To be inserted]**	**Project Name:**	**Project Palmetto**
Projected Investment:	**$215,560,000**	**Projected Jobs:**	**217**
Location (street):	**[To be inserted]**	**Tax Map No.:**	**[To be inserted]**
Attorney	John F. Wall IV (jwall@burr.com)	**Attorney Firm**	Burr & Forman LLP
1. FILOT			
Required Investment:	$150,000,000		
Investment Period:	8 years w/ 5-year extension	Ordinance No./Date:	**[To be inserted]**
Assessment Ratio:	4% Fixed	Term (years):	40 years with 10-year extension for each phase
Fixed Millage:	Yes, 363.25 mills	Net Present Value (if yes, discount rate):	N/A
Clawback information:	Failure to achieve $2,500,000 (or $5,000,000 together with all Sponsor Affiliates) within the Standard Investment Period, Company must pay back difference between FILOT incentive and ad valorem tax plus interest. If the Enhanced Minimum Investment Requirement is not met during the Investment Period, the assessment ratio shall be increased to 6% prospectively and the Company and any 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:	Anderson/Greenville Park (2010)		
3. SSRC			
Total Amount:	50% for Years 1-5; 40% for Years 6-10, and 25% for Years 11-15		
No. of Years	15 years		
Yearly Increments:	Yes. See above.		
Clawback information:	If Company fails to achieve Contract Minimum Investment Requirement by the end of the fifth year or fails to create 100 new, full-time jobs by the end of the fifth year, the Special Source Credits will be reduced prospectively to 25%. If remedy is made by the end of the eighth tax year, SSRC amounts will be restored prospectively as appropriate to the scheduled investments and time periods.		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the **"*Fee Agreement*"**) is made and entered into as of _____, 2026 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the **"*County*"**), a body politic and corporate and a political subdivision of the State of South Carolina (the **"*State*"**), acting by and through the Anderson County Council (the **"*County Council*"**) as the governing body of the County, and **[PROJECT PALMETTO]**, a _____ organized and existing under the laws of the State of **[xxx]** (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 a facility in the County for the manufacture of wood 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 **[September 15]**, 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 _____, a _____ _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

"Contract Minimum Investment Requirement" shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $150,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

"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, unless the provisions of Section 4.03(b) shall apply, in which case the Investment Period shall be equal to the Standard Investment Period; provided, however that if the Contract Minimum Investment Requirement is satisfied by the end of the Standard Investment Period or the Enhanced Investment Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or County Council, by an additional five (5) years beyond the Enhanced Investment Period to the end of the thirteenth (13^{th}) anniversary of the Commencement Date, all in accordance with Section 12-44-30(13) of the FILOT Act. In the event the Commencement Date is December 31, 2027, as is presently anticipated, upon any such extension, the Investment Period will end on December 31, 2040.

"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.

"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.

"Textile Communities Revitalization Act" shall mean Title 12, Chapter 67 of the Code, and all future acts amendatory thereto and as set forth with respect to such term in the recitals to this Agreement.

"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 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; and provided further, that if this Fee Agreement is extended in accordance with the terms hereof, the Termination Date shall mean the date of such extension.

"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 363.25 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2026, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

(f) The County shall provide the Company with manufacturing training space, equipment storage space, or both in the County's 1428 incubator space, if available.

(g) The County shall provide the Company with a dedicated County Liaison to assist with all facets of locating, permitting, and start-up activities, if available.

(h) The County shall provide the Company with a construction "One-Stop" for the Company to present the project to all utility representatives and all federal, state, and local permitting agencies and shall cover all initial Company start-up needs within two hours or less, if available.

(i) The County shall coordinate and provide the Company with a Hiring/HR "One-Stop" to the Company for the Company to present the Project to all County Workforce Development Collaborative members, including but not limited to readySC and Tri-County Technical College and other organizations that have training funds to prepare job seekers for interview opportunities, if available.

(j) The County shall act as a pass through agent and facilitatory for addressing qualifying infrastructure on: (a) any utility company grants that might be eligible to the Company and (b) SC Coordinating Council for Economic Development grants, if available.

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing, 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.

(e) 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.

(f) The Company, together with any Sponsor Affiliates, shall maintain a minimum of one hundred (100) jobs through the end of the tenth (10^{th}) year from the Commencement Date of the Fee Agreement.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 217 new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

[End of Article III]

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 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 363.25 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 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 fifteen (15) consecutive years in an amount equal to 50% of each of the first five (5) years of payments in lieu of taxes pursuant to the Park Agreement, 40% of each of the sixth (6th) through the tenth (10th) years of payments in lieu of taxes pursuant to the Park Agreement, and 25% of each of the eleventh (11^{th}) through the fifteenth (15th) years 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) Should either the Contract Minimum Investment Requirement not be met or 100 new, full-time jobs not be created by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall be reduced to 25%. However, if the Company meets the Contract Minimum Investment Requirement and creates 100 new, full-time jobs by the end of the eighth (8^{th}) year from the Commencement Date, the Special Source Credits will be restored prospectively as appropriate to the scheduled percentages and time periods in Section 4.02(a) hereof.

(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 Requirements

(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%). 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 FILOT Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due

hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

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.

Section 5.02 Certification of the Project as Qualifying for Credits under the Textile Communities Revitalization Act

The County has found and certified, by an ordinance enacted on **[September 15]**, 2026, that the Project (1) is a "textile mill site" that was a "textile mill" as defined in, and used in, Section 12-65-20(3) of the Textile Communities Revitalization Act; (2) is a "textile mill site" that has been "abandoned" as defined in, and used in, Section 12-65-20(1) of the Textile Communities Revitalization Act; and (3) the geographic area of the "textile mill site" is consistent with Section 12-65-20(4) of the Textile Communities Revitalization Act. Under the Textile Communities Revitalization Act, and specifically Section 12-65-60 thereof, the Company may conclusively rely upon this certification in determining the credit allowed as long as the Company include a copy of the County Ordinance certifying the Project on its first return for which the credit is claimed and otherwise meets the other required criteria under the Textile Communities Revitalization Act.

Section 5.03 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 5.04 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 5.05 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 5.06 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 5.07 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required

of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

Section 5.08 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 5.09 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 5.10 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 5.11 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 associated with the County's legal fees for the review of this Fee Agreement and the related documents will be $7,500.

Section 5.12 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 5.13 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 5.14 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 Enhanced Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

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

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

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

(i) bring an action for specific enforcement;

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

_____

Attn: _____

_____

_____

With a copy, which shall not constitute notice, to:

Burr & Forman LLP
Attn: John F. Wall IV
1221 Main Street, Suite 1800
Columbia, South Carolina 29201
jwall@burr.com

If to the County:

Anderson County Administrator
Attn: Rusty Burns
Post Office Box 8002
Anderson, South Carolina 29622

With a copy to:

Anderson County Attorney
Attn: Leon C. Harmon
Post Office Box 8002
Anderson, South Carolina 29622

Section 7.02 Binding Effect

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

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

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.

Section 7.14 Distribution of FILOT Payment Revenue by County

All FILOT Revenues generated for the MCIP established by the MCIP 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 section, 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;

(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 7.14 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By:_____
Chairman of County Council

ATTEST:

By:_____
County Administrator

_____
Clerk to County Council of
Anderson County, South Carolina

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

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 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 _____, 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) 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. 2026-047

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 OF [PROJECT PALMETTO]; AND OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Ordinance 2010-026 enacted November 16, 2010, by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

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

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

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

DONE in meeting duly assembled this **[15th]** day of **[September]**, 2026.

ANDERSON COUNTY, SOUTH CAROLINA

By:_____
Chairman of County Council

Attest:

_____
County Administrator

_____
Clerk to County Council

First Reading:	August 18, 2026
Second Reading:	**[September 1, 2026]**
Public Hearing:	**[September 15, 2026]**
Third Reading:	**[September 15, 2026]**

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

Project Palmetto [Adeptus USA Holdings, Inc.] Property Description

[TO BE INSERTED]

TMS No. [_____]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of August 18, 2026, **[September 1, 2026]** and **[September 15, 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 D. Watts, Clerk to County Council, Anderson County, South Carolina

Dated: _____, 2026

ORDINANCE #2026-040

AN ORDINANCE AMENDING ORDINANCE No. 99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING THE ANDERSON COUNTY OFFICIAL ZONING MAP TO ADOPT A ZONING MAP IN THE BROADVIEW VOTING PRECINCT, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS PERTAINING THERETO.

WHEREAS, Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council"), previously adopted Anderson County Ordinance No. 99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

WHEREAS, County Council desires to amend the Map by adopting a zoning map for the Broadview Voting Precinct, subsequent to the referendum in the Broadview Voting Precinct requesting County Council to impose zoning in that precinct; and,

WHEREAS, the Anderson County Planning Commission will hold a duly advertised Public Hearing on September 8, 2026 at which time it will review the Anderson County Future Land Use Plan, as well as, the proposed Official Zoning Map of the Broadview Voting Precinct and make recommendations to County Council regarding amendment to the Anderson County Official Zoning Map; and,

WHEREAS, County Council will hold a duly advertised Public Hearing on November 17, 2026 regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

WHEREAS, The registered voters of the Broadview Voting Precinct, in a duly advertised will conduct a referendum on November 3, 2026, to express their desires with respect to zoning on and in the Broadview Voting Precinct;

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

1. The Anderson County Council hereby adopts the attached Official Zoning Map of the Broadview Voting Precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

ORDAINED in meeting duly assembled this 17th day of November 2026

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

Leon Harmon, County Attorney

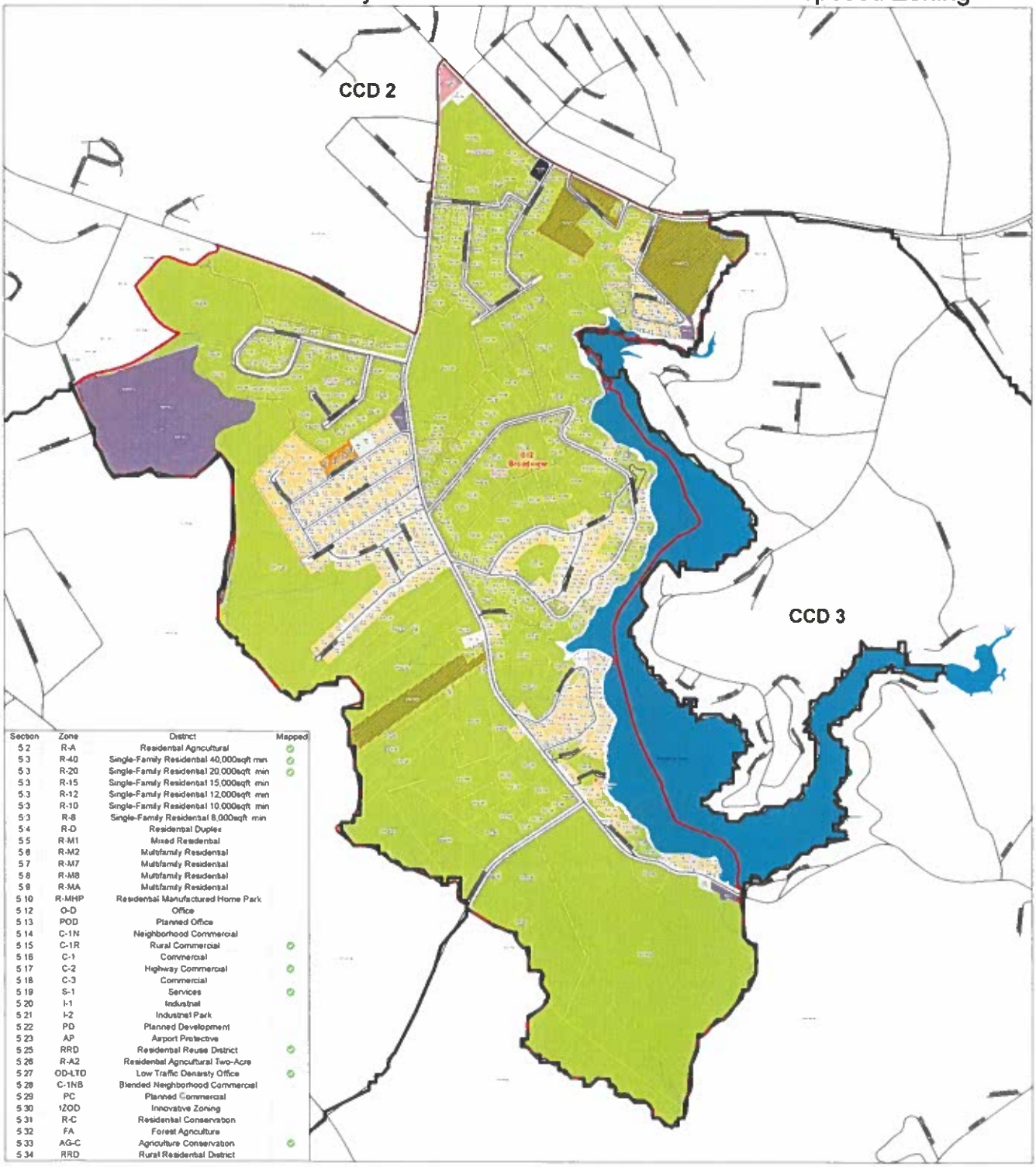
1st Reading: September 1, 2026

2nd Reading: September 15, 2026

3rd Reading: November 17, 2026

Public Hearing: November 17, 2026

Anderson County District 2: 012 Broadview Precinct Proposed Zoning





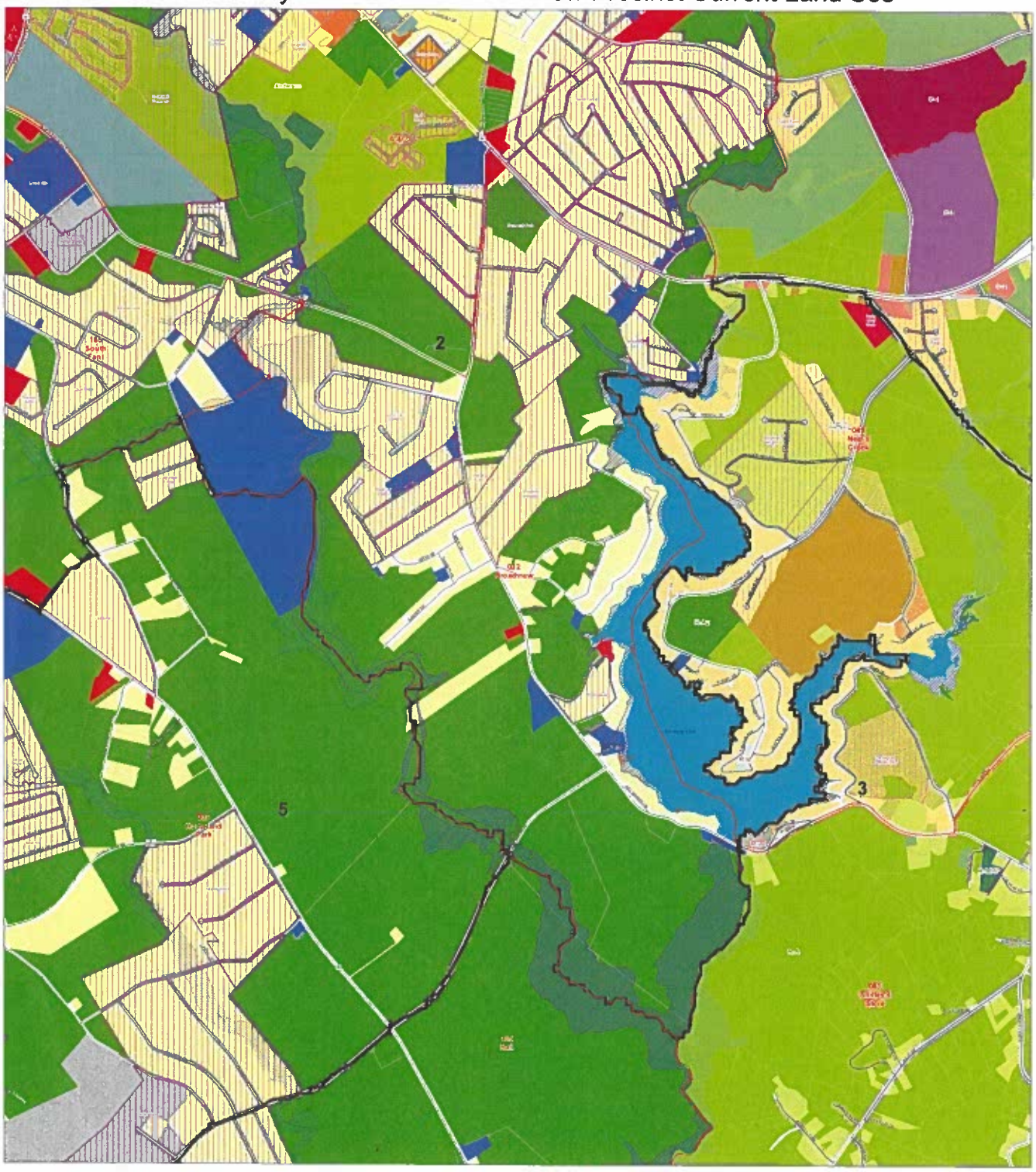




Section	Zone	District	Mapped
5 2	R-A	Residential Agricultural	✓
5 3	R-40	Single-Family Residential 40,000sqft min	✓
5 3	R-20	Single-Family Residential 20,000sqft min	✓
5 3	R-15	Single-Family Residential 15,000sqft min	
5 3	R-12	Single-Family Residential 12,000sqft min	
5 3	R-10	Single-Family Residential 10,000sqft min	
5 3	R-8	Single-Family Residential 8,000sqft min	
5 4	R-D	Residential Duplex	
5 5	R-M1	Mixed Residential	
5 6	R-M2	Multifamily Residential	
5 7	R-M7	Multifamily Residential	
5 8	R-M8	Multifamily Residential	
5 9	R-MA	Multifamily Residential	
5 10	R-MHP	Residential Manufactured Home Park	
5 12	O-D	Office	
5 13	POD	Planned Office	
5 14	C-1N	Neighborhood Commercial	
5 15	C-1R	Rural Commercial	✓
5 16	C-1	Commercial	
5 17	C-2	Highway Commercial	✓
5 18	C-3	Commercial	
5 19	S-1	Services	✓
5 20	I-1	Industrial	
5 21	I-2	Industrial Park	
5 22	PD	Planned Development	
5 23	AP	Airport Protective	
5 25	RRD	Residential Reuse District	✓
5 26	R-A2	Residential Agricultural Two-Acre	
5 27	OD-LTD	Low Traffic Density Office	✓
5 28	C-1NB	Blended Neighborhood Commercial	
5 29	PC	Planned Commercial	
5 30	IZOD	Innovative Zoning	
5 31	R-C	Residential Conservation	
5 32	FA	Forest Agriculture	
5 33	AG-C	Agriculture Conservation	✓
5 34	RRD	Rural Residential District	



Anderson County District 2: 012 Broadview Precinct Current Land Use









Anderson County District 2: 012 Broadview Precinct Future Land Use













STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 2026-056**
COUNTY OF ANDERSON)

A RESOLUTION DESIGNATING AND APPROVING MILWAUKEE ELECTRIC TOOL CORPORATION AS AN ADDITIONAL SPONSOR AFFILIATE IN SATISFACTION OF THE REQUIREMENTS OF TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, SO AS TO ALLOW THE SPONSOR AFFILIATE TO QUALIFY FOR BENEFITS PURSUANT TO THE EXISTING FEE-IN-LIEU OF *AD VALOREM* TAXES AND ECONOMIC DEVELOPMENT AGREEMENT, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, ONE WORLD TECHNOLOGIES, INC., AS SPONSOR, AND CERTAIN SPONSOR AFFILIATES; AND OTHER RELATED MATTERS.

WHEREAS, Anderson County (the "County") is a political subdivision of the State of South Carolina and, as such, has all powers granted to counties by the Constitution and the general law of this State;

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, and Sections 4-1-170, 4-1-175, and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "Act") (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment; (iii) to create multi-county industrial or business parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries or businesses, and under the authority provided in the Act, the County has created previously a multi-county park with Greenville County, South Carolina through the Agreement for Development of Joint County Industrial and Business Park dated as of November 16, 2010, as amended ("Park Agreement"); and (iv) to provide credits to qualifying companies to offset qualifying infrastructure related expenditures pursuant to the Act;

WHEREAS, in 2015 TTI Consumer Power Tools, Inc., a Delaware corporation (formerly One World Technologies, Inc.) (the "Company"), approached the County with its plans to establish one or more commercial or industrial facilities in the County and expand one or more existing facilities in the County through the acquisition, lease, construction, and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the "2015 Project"), which was expected to result in new investment in real and personal property of approximately $85,725,000 in the County;

WHEREAS, pursuant to a Resolution adopted April 7, 2015, the County Council identified the 2015 Project, as required under the Act, and pursuant to County Council Ordinance No. 2015-011 adopted May 8, 2015, ("FILOT Ordinance"), authorized (i) the execution and delivery of that certain Fee in Lieu of Tax and Economic Development Agreement ("2015 Fee Agreement") with the Company; (ii) the inclusion of the 2015 Project in the Park, pursuant to the Park Agreement; (iii) the grant of certain special source revenue credits in amounts as more fully described in the 2015 Fee Agreement; (iv) the extension of the initial investment period under the 2015 Fee Agreement by five (5) years, resulting in an investment period that ends ten (10) years after the Commencement Date as defined in the 2015 Fee Agreement; (v) the extension of the term of the 2015 Fee Agreement by ten years for a total term of forty (40) years for each phase of investment; (vi) the waiver of any fees applied by the County's Building and Codes Department, up to $250,000, as described in the 2015 Fee Agreement; and (vii) other incentives further described in the 2015 Fee Agreement;

WHEREAS, in 2017, the Company approached the County regarding its desire to expand by making additional investments in the County, including additional real property improvements and personal property expenditures related to the construction of certain office and research and development facilities at the 2015 Project site ("2017 Expansion Project"); and due to the additional investments contemplated for the 2017 Expansion Project, the County approved, by County Council Ordinance No. 2017-012 adopted May 2, 2017, that certain First Amendment to the 2015 Fee Agreement ("2017 First Amendment" and, together with the 2015 Fee Agreement, the "2017 Fee Agreement") providing for enhanced SSRC benefits to the Company; and

WHEREAS, in 2020, the Company approached the County regarding its desire to formally add multiple legal entities to the 2017 Fee Agreement. The County formally approved multiple sponsor affiliates pursuant to that certain County Council Resolution #R2020-020 dated August 25, 2020; and

WHEREAS, in 2020, the Company and the Sponsor Affiliates also approached the County regarding its desire to again expand by making additional investments in the County consisting of approximately $35,000,000 in Economic Development Property ("2020 Expansion Project"); and in recognition of the overperformance of the Company and the Sponsor Affiliates, the County formally approved Ordinance No. 2020-18 dated December 1, 2020 amending the 2017 Fee Agreement to provide for enhanced SSRC benefits to the Company and the Sponsor Affiliates as described in more detail in that certain Amended & Restated Fee in Lieu of *Ad Valorem* Tax and Economic Development Agreement dated December 1, 2020 ("2020 Fee Agreement"); and

WHEREAS, in 2021, the Company approached the County regarding its desire to formally add additional legal entities to the 2020 Fee Agreement and to add additional parcels of real property to the legal description contained in Exhibit A to the 2020 Fee Agreement. The County formally approved these amendments pursuant to those certain County Council Resolutions #2021-045 dated September 21, 2021 and #2021-049 dated October 19, 2021; and

WHEREAS, in 2023, the Company approached the County regarding its desire to formally remove an approximately 1.36 acre parcel from the 2020 Fee Agreement. The County formally approved the parcel removal pursuant to that certain County Council Resolution #2023-006 dated February 21, 2023; and

WHEREAS, in 2025, the Company and the Sponsor Affiliates approached the County regarding a desire to extend the Investment Period to allow additional investments to be made ("2025 Expansion Project and, together with the 2015 Project, the 2017 Expansion Project, and the 2020 Expansion Project, the "Project"); and in recognition of the overperformance of the Company and the Sponsor Affiliates, the County agreed to amend the 2020 Fee Agreement to reflect the 2025 Expansion Project, to provide for the maximum investment period permitted by law, to remove two legal entities as Sponsor Affiliates, and to add Royal Appliance Mfg. Co. as an additional Sponsor Affiliate by way of compliance with the Joinder Agreement requirement of Section 3.11, all as described in more detail in that certain Second Amended & Restated Fee in Lieu of *Ad Valorem* Tax and Economic Development Agreement ("Fee Agreement"); and

WHEREAS, as of December 31, 2025, the Company and the Sponsor Affiliates have invested more than $500,000,000 in the County and $580,000,000 across the state and created more than 1,000 new full-time equivalent jobs in the County and throughout the state; and

WHEREAS, under Section 3.11 of the Fee Agreement and Section 12-44-130 of the Act, sponsor affiliates are permitted to qualify for FILOT benefits under the Fee Agreement provided such sponsor affiliates are approved by the County and agree to be bound by the terms of the Fee Agreement; and

WHEREAS, the County and the Company desire to add Milwaukee Electric Tool Corporation, a Delaware corporation, to the Fee Agreement in accordance with the Act; and

WHEREAS, Milwaukee Electric Tool Corporation has executed a Joinder Agreement, a copy of which is attached hereto as **Exhibit A**, which agreement binds Milwaukee Electric Tool Corporation to the terms of the Fee Agreement, as required by Section 12-44-130 of the Act.

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

Section 1. ***Approval of Sponsor Affiliates to Fee Agreement for Purposes of the Act.*** The County hereby designates and specifically approves Milwaukee Electric Tool Corporation as a Sponsor Affiliate under the Fee Agreement within the meaning of the Act.

Section 2. ***Further Acts.*** The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Resolution.

Section 3. ***General Repealer.*** All ordinances, resolutions, and their parts in conflict with this Resolution are, to the extent of that conflict repealed.

Section 4. ***Severability.*** Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

Done in meeting duly assembled this 1st day of September, 2026.

ANDERSON COUNTY COUNCIL:

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee D. Watts
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

:

EXHIBIT A TO RESOLUTION

Joinder Agreement

[ATTACHED]

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Second Amended & Restated Fee in Lieu of *Ad Valorem* Taxes and Economic Development Agreement ("Second A&R Fee Agreement") by and among Anderson County, South Carolina ("County"), One World Technologies, Inc. ("Sponsor"), and certain Sponsor Affiliates (together with the Sponsor, the "Company") originally dated as of May 8, 2015, first amended & restated as of December 1, 2020, and second amended & restated as of October 7, 2025.

1. Joinder to Second A&R Fee Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Second A&R Fee Agreement; (b) acknowledges and agrees that (i) in accordance the Second A&R Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Second A&R Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Second A&R Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the 2nd A&R Fee Agreement.

2. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Second A&R Fee Agreement.

3. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice.

Notices under Section 4.1 of the Second A&R Fee Agreement shall be sent to:

Milwaukee Electric Tool Corporation
ATTN: Mark A. Rowe, General Counsel & Chief Compliance Officer
115 Innovation Way
Anderson, South Carolina 29625
Mark.Rowe@ttigroupna.com

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

_____
Date

MILWAUKEE ELECTRIC TOOL CORPORATION

By: _____

Its: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Second A&R Fee Agreement effective as of the date set forth above.

By: _____
Name: _____
Its: _____
Date: _____
Address:_____
_____

Anderson County Central Services Division

Purchasing Department

To: Mr. Rusty Burns

From: Robert Carroll

Date: 08/26/2026

Re: Bid #25-040

Anderson County received seven bids on Thursday, July 16th for the Starr-Iva Force Main Replacement Project. County staff and Goodwyn Mills Cawood, the County's Engineer on this project, recommend award to Davis Plumbing & Sewage, LLC, from Iva, S.C. The total price is $536,292.20.

SOLICITATION OFFER AND AWARD FORM

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

Solicitation Information*

1. SOLICITATION: **Bid #26-040** 2. ISSUE DATE: ***June 18, 2026*** 3. FOR INFORMATION CONTACT: allpurchasing@andersoncountysc.org	**4. Brief Description of Project:** **Starr-Iva Force Main Valve Replacement**
5. SUBMIT BID TO: **Anderson County Purchasing Department** **Attn: Bid #26-040** **101 South Main Street** **Anderson, S.C. 29624**	

6. Submission Deadline: Thursday, July 30, *2026* ***Time: 11:15 A.M.***

7. Submit Sealed Bid

8. Firm Offer Period:
Bids submitted shall remain firm for a period of ninety (90) calendar days from date specified in block 6.

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

9. 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): Davis Plumbing and Sewage, LLC John Davis PO Box 1473 Iva, SC 29655 E-mail address: davisplumbingandsewage@gmail.com Telephone #: 864-245-8200 Federal Identification #: [redacted]	**12.** Name & Title of Person Authorized to sign the Bid (Type or Print): John Davis, owner Davis Plumbing and Sewage, LLC **13.** Bidder's Signature & Date: 07-29-26

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

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

BID PROPOSAL

PROJECT: **Starr-Iva FM Valve Replacement**
For: Anderson County
GMC PROJECT NO. CGRE260004

BIDDER: _____

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
		Base Bid			
1	Mobilization	LS	1	$ 16,088.76	$ 16,088.76
2	Air Valve	LS	20	$ 1,500.00	$ 30,000.00
3	16" Plug Valve	LS	12	$ 40,808.62	$ 489,703.45
4	Gravel	CY	1	$ 500.00	$ 500.00
				Total Base Bid Amount	$ 536,292.21

EJCDC® C-410, Bid Form for Construction Contract.
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GMC

Goodwyn Mills Cawood

117 Welborn Street
Greenville, SC 29601

T (864) 527-0460
F (864) 527-0461

www.gmcnetwork.com

August 12, 2026

Derrick Singleton
Anderson County
1500 Dalrymple Road
Anderson, SC 29621

RE: STARR-IVA FORCE MAIN VALVE REPLACEMENT
FOR ANDERSON COUNTY
GMC PROJECT NO. CGRE260004

Dear Mr. Singleton:

Seven bids were received and opened for the Starr-Iva Force Main Valve Replacement project on Thursday July 30th, 2026. The bids have been reviewed, and I am enclosing a signed tabulation of bids for the above referenced project for your files from the following:

Davis Plumbing & Sewage, LLC – $538,292.20
Seven Hills Construction, LLC – $679,769.90
J&M Construction, Inc – $740,150.00
Greenstone Construction, LLC – $752,144.00
Harper General Contractors, Inc. – $838,131.06
Don Moorhead Construction, Inc. – $892,705.00
HDH Construction Group, LLC – $898,916.00

One irregularity was found in the bid of Davis Plumbing & Sewage, LLC. The total price of Bid item 3 – 16" Plug Valve was one cent higher than the bid unit price would equate to. The price is adjusted on the attached tabulation. This did not change the order of the bids. No other irregularities were found.

Due to their responsive and reasonable bid, I recommend award be made to Davis Plumbing & Sewage, LLC.

Should you have any questions, please do not hesitate to call.

Sincerely,
GMC

Hannah Ribelin, P.E.

Enclosures

To: Mr. Rusty Burns

From: Robert E. Carroll

Date: 08/26/2026

Subject: Staff Recommendation for RFQ #25-037

The Anderson County Purchasing Department advertised for and sent out a Request for Qualifications for Professional Architectural Services for HOPE VILLAGE. The County received three (3) responses by the due date of June 25, 2026. Three staff members then evaluated the three firms based on the evaluation criteria included in the RFQ. Staff recommends that the County award to DP3 Architects of Greenville, S.C.

MEMORANDUM

ANDERSON COUNTY ADMINISTRATOR'S OFFICE

DATE: **8/27/2026**

TO: **COUNTY COUNCIL**

FROM: **STEVE NEWTON**

CC: **RUSTY BURNS**
RENEE WATTS

SUBJECT: **ARCHITECTURAL RFQ—HOPE VILLAGE**

Council Members,

Staff respectfully requests approval of architectural services for a project known as HOPE Village. As you recall, Anderson County received funding from the federal HOME-ARP program through HUD for development of supportive/transitional housing infrastructure.

Staff, with Council assent, will use these funds to build six transitional housing units for families with children. We expect clients to be referred via school district McKinney-Vento coordinators, Dept. of Social Services, and similar entities. These modest structures will be developed on County-owned property on East Whitner Street just across from the main Toxaway Mill site. Supportive services will be provided by HOPE Missions under the auspice of a management agreement that we would develop and formalize with Council approval at the appropriate time.

Tommy Dunn Chairman, District 5
Chris Sullivan Council District 1
Greg Elgin Council District 3
Cindy Wilson Council District 7
ANDERSON COUNTY SOUTH CAROLINA
Brett Sanders V. Chairman, District 4
Glenn A. Davis Council District 2
Jimmy Davis Council District 6
Renee D. Watts Clerk to Council
Rusty Burns | County Administrator

We see these six family units as being a significant first step in directly addressing the issue of homeless families. Occupants will be provided with proper supportive and stabilization services by our partners at HOPE Missions. We will work in partnership with HOPE and other public entities such as Habitat for Humanity, SC Housing, the LOT Project, etc., to get these families stabilized and into a permanent housing situation within a reasonable timeframe.

This site has no environmental issues or encumbrances. It is relatively flat and accessible to existing sewer and water infrastructure. The HOME-ARP funding available to us is expected to cover construction of these six units as well as site work, professional design services (architectural/engineering), stormwater control, and necessary utility extensions. Please contact me if you have any questions or concerns. Thanks for your consideration of this matter.

Tommy Dunn
Chairman, District 5

Chris Sullivan
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 3

Glenn A. Davis
Council District 2

Jimmy Davis
Council District 6

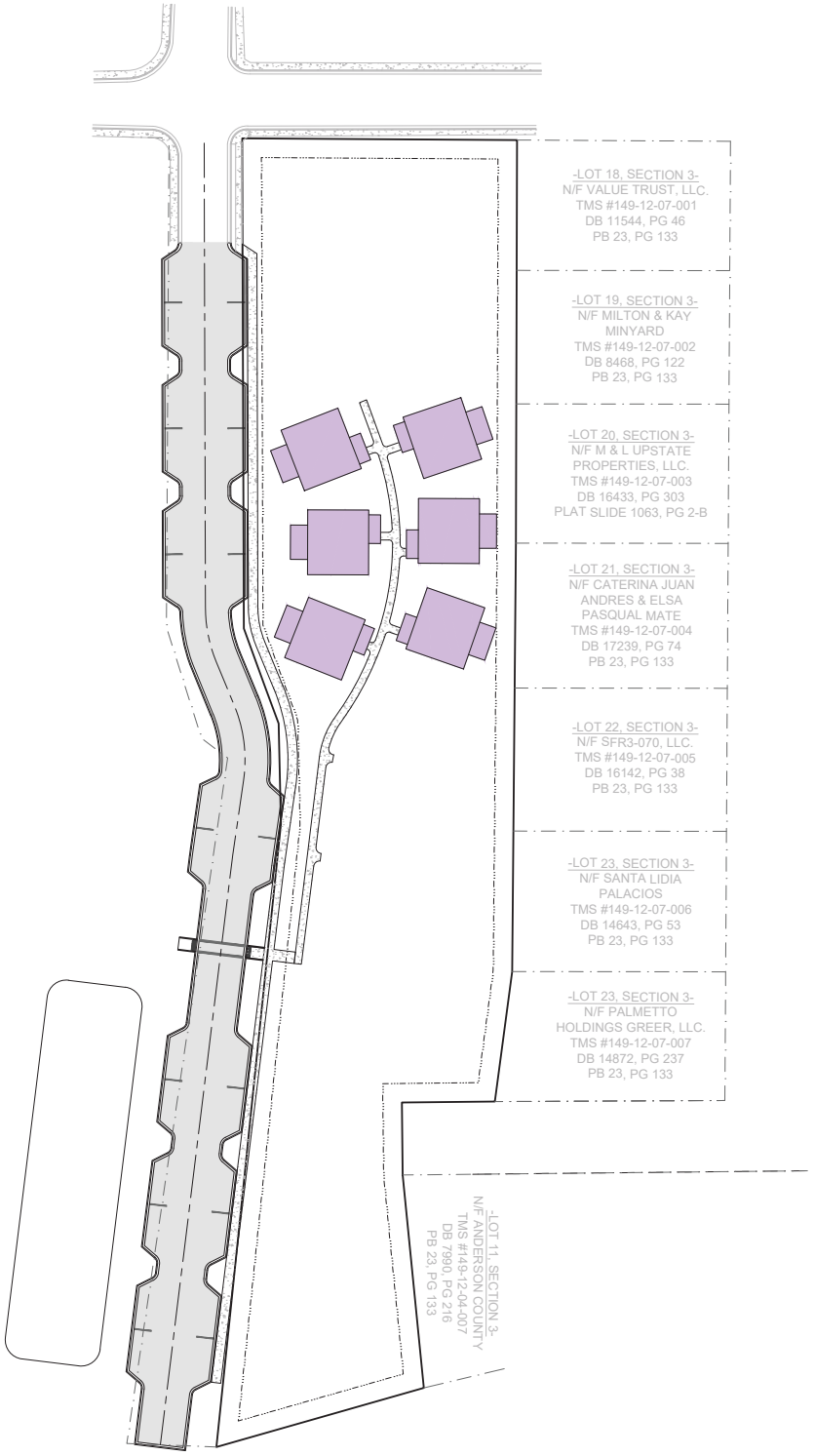
Renee D. Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator

PLOT:8/27/2026 6:38 PM, BY: Andrew Di Lillo P:\ACAD-DS-127000\127490\CAD Files\Exhibits\set Phase 1 Site Plan Exhibit.dwg

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811 Know what's below. Call before you dig.

SCALE: 1" = 30'
0 15 30 60

N E S W

C1.0

SITE PLAN EXHIBIT

REVISION HISTORY

DRAWN BY: CD | MD
CHECKED BY: NM | CG
SWA PROJECT: 0903.20.26
DATE: 8/27/26

DD SET
(NOT FOR CONSTRUCTION)

HOPE VILLAGE

CLIENT/DEVELOPER

3 S GOSSETT STREET
ANDERSON, SC

NOT FOR CONSTRUCTION
SOUTH CAROLINA
JAMES GRAVES

SOUTH CAROLINA
CERTIFICATE OF AUTHORIZATION
SEAMON, WHITESIDE & ASSOCIATES, INC.
No. C00472

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SEAMON, WHITESIDE & ASSOCIATES, INC.
GREENVILLE, SC
(864) revised
JEFFERSON ELS BUILDING 6000
701 GUILLEY ROAD
WWW.SEAMONWHITESIDE.COM

SEAMONWHITESIDE

MOUNT PLEASANT, SC | GREENVILLE, SC | SUMMERVILLE, SC | SPARTANBURG, SC | COLUMBIA, SC | CHARLOTTE, NC | RALEIGH, NC | ASHEVILLE, NC

TO: **Administration**

FROM: **J. Stone Fleet Manager**

DATE: **8.26.2026**

RE: **Donation Request**

The **Tri-County Technical College campus police** have requested the donation of multiple used police type units. The following units can be donated with the approval of Council.

Unit 37368 a 2015 Dodge Charger with 138,574 miles. Vin# 2C3CDXAT8FH890789

Unit 37369 a 2016 Dodge Charger with 166,333 miles. Vin# 2C3CDXATXGH340978

Unit 34365 a 2015 Dodge Charger with 93,691 miles. Vin# 2C3CDXKT6FH919513



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:
   Anderson Aviation Association Charitable Fund

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $ 6,000

3. The purpose for which the funds are being requested:
   Earn Your Wings 5K & 1-Mile Run - Benefits Anderson Regional Airport Playground

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: Rob Wallace
   Mailing Address: PO Box 106 Anderson, SC 29622
   Phone Number: 864-314-6963
   Email: rwallace29621@gmail.com

6. Statement as to whether the entity will be providing matching funds:
   NO - working to obtain sponsors and participants

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
RJWall	Rob Wallace	8/17/26

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:

Anderson Aviation Association Charitable Fund, a nonprofit corporation duly organized under the laws of the State of South Carolina on June 4th, 2024, 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 4th day of June, 2024.

Mark Hammond

Mark Hammond, Secretary of State



Become a Sponsor

Airbus Sponsor $6,000

Includes:
Largest logo on back of shirt
Vendor Table
Social Media Posts
Large Indiv Banner (3 months at park)
Company Banner with Parachute Team (weather depending)
Company Name and Logo on all marketing materials
Recognition at event



Beechcraft Sponsor 3 @ $4,000

Includes:
Large logo on back of shirt
Logo on all marketing materials
Social Media Posts
Large Group Banner (2 months at park)
Recognition at event



Cirrus Sponsor 4 @ $2,000

Includes:
Medium logo on back of shirt
Social Media Posts
Large Group Banner (1 month at park)
Recognition at event



Cessna Sponsor 8 @ $1,000

Includes:
Small logo on back of shirt
Social Media Posts
Recognition at Event



Friend/Patron Sponsor $500

Includes:
2 Yard Size In-Color Yard Signs along the race route
Recognition on Social Media
Public Thank You

The Anderson Aviation Association Charitable Fund is a 501(c)(3) created to help inspire the next generation to fall in love with aviation.

Thanks to wonderful partners like you,

we'll be able to build phase 3 of our playground — adding shaded picnic areas and new play equipment for toddlers — inviting children from the greater Anderson area to come visit our airport.





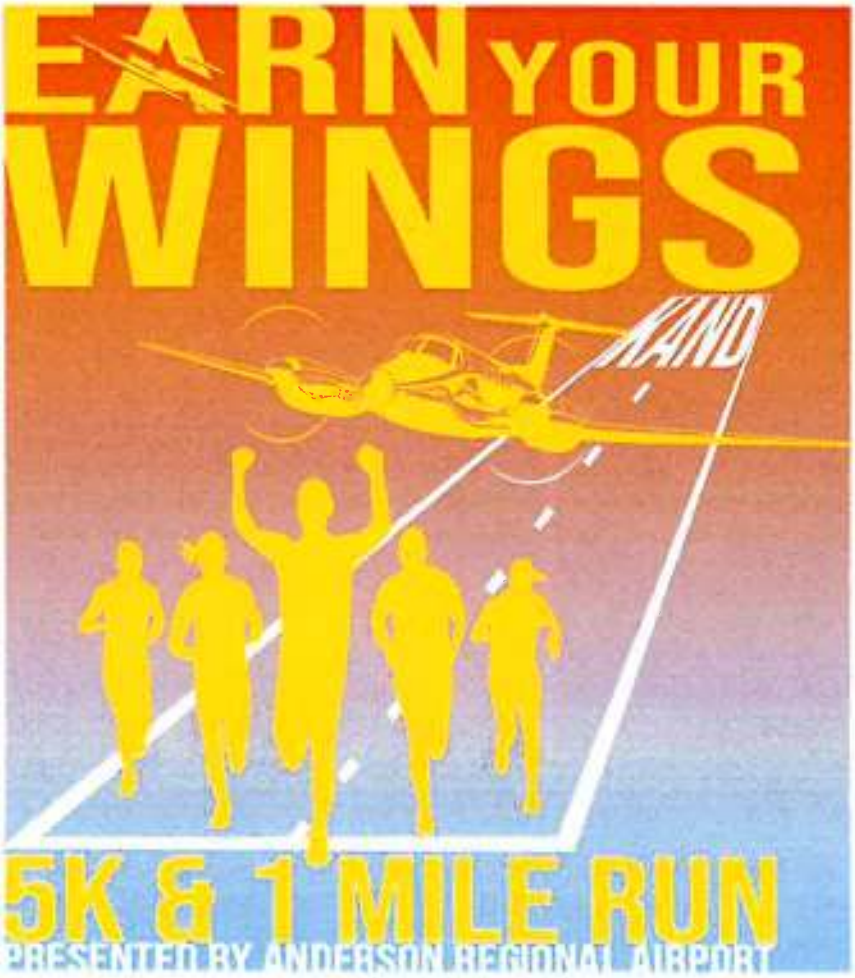


For more information on Sponsorship Opportunities contact
Rob Wallace at 864-314-6963
or
rwallace29621@gmail.com

3rd Annual

Earn Your Wings
5K and 1 Mile Run

October 10th, 2026



Anderson Regional Airport (KAND)
5805 Airport Rd.
Anderson, SC 29626

For details scan the QR code or go to runsignup.com

Any questions email Rob Wallace at rwallace29621@gmail.com

ANDERSON COUNTY
SOUTH CAROLINA

RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

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:

   Connect Powdersville

2. Amount of request (If requesting funds from more than one district, annotate amount from each district):

   $7,500

3. The purpose for which the funds are being requested:

   Community Event - Rhythm on the River

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: Johnny Harvin
   Mailing Address: 213 Three Bridges Rd, Greenville, SC 29611
   Phone Number: 864-295-8525
   Email: johnny.harvin.tz1g@statefarm.com

6. Statement as to whether the entity will be providing matching funds:

   We will be raising more funds through sponsorships as we are able along with other Anderson County support.

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Signature	Johnny Harvin Print Name	08/19/2026 Date

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: Generation 4

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $2,000.00 from the Anderson County Council

3. The purpose for which the funds are being requested: The funds will support our efforts to recognize superintendents, school administrators, teachers, teacher aides, and other educational support staff serving throughout the Anderson County school 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. Ankoma D. Anderson Sr., Generation 4
   Mailing Address: 2176 Bolt Dr Belton SC 29627
   Phone Number: (864)407-8736
   Email: aanderson@welfarebc.net

6. Statement as to whether the entity will be providing matching funds: Yes. Generation 4 will provide matching funds to cover additional costs associated with marketing, food, and other expenses related to the recognition program.

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.

Dr. Ankoma Anderson Sr | Dr. Ankoma Anderson Sr. | August 25, 2026

Signature | Print Name | Date

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: *First Flight Alliance*
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): *$2,000*
3. The purpose for which the funds are being requested: *First Flight Ambassador Team/2026 Marathon*
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: *Alison Youngblood*
   Mailing Address: *113 Metro Drive*
   Anderson, SC 29625
   Phone Number: *864-353-5113*
   Email:
6. Statement as to whether the entity will be providing matching funds:
   Yes, we are working to raise $10,000 for new recess equipment, as well as opioid addiction and wellness programs for students.

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