**AGENDA**
**ANDERSON COUNTY COUNCIL**
**REGULAR MEETING**
**Tuesday, November 17, at 6:30 p.m.**
**Historic Courthouse**
**101 S. Main Street**
**Anderson, South Carolina**
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE** — Hon. Glenn Davis

**3. APPROVAL OF MINUTES** — November 2, 2026, November 3, 2026

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

**5. ANMED/CLEMSON COUNTY PARTNERSHIP**
Ms. Lori Dickes (allotted 5 minutes)

**6. REPORT FROM PLANNING COMMISSION WORKSHOP HELD ON NOVEMBER 10, 2026**

Ms. Celia Myers (allotted 5 minutes)

**7. ORDINANCE THIRD READING:**

**a. 2026-041:** 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 Green Pond Station A Voting Precinct, Anderson County, South Carolina; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Alesia Hunter (allotted 5 minutes)

**b. 2026-055:** An Ordinance to amend the Code of Ordinances, Anderson County, South Carolina, to add a new section regarding vested rights; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Ms. Cindy Wilson (allotted 5 minutes)

**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

**c. 2026-061:** An Ordinance to amend Chapter 34 of the Code of Ordinances, Anderson County, South Carolina, to add new sections regarding camping and boat landings; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Matthew Stipe (allotted 5 minutes)

**8. ORDINANCE SECOND READING:** None

**9. ORDINANCE FIRST READING:**

**a. 2026-059:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson County, South Carolina and a company identified for the time being as Project Patriot, with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including special source credits; and other matters related thereto. [Project Patriot]

Mr. Burriss Nelson (allotted 5 minutes)

**b. 2026-060:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project Patriot]

Mr. Burriss Nelson (allotted 5 minutes)

**c. 2026-063:** An Ordinance to reduce the allowed continuous sound level for nonresidential uses; and other matters related thereto.

Ms. Cindy Wilson (allotted 5 minutes)

**10. RESOLUTIONS:**

**a. 2026-067:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Patriot, 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 Patriot will be provided certain credits against such fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project Patriot]

Mr. Burriss Nelson (allotted 5 minutes)

**b. 2026-069:** A Resolution of the Anderson County Council of Anderson, South Carolina, endorsing the Tap Trail as a unified Countywide Network of Trails, Greenways, and Parks.

Mr. Chris Sullivan (allotted 5 minutes)

**c. 2026-070:** A Resolution urging expedited federal action to address safety concerns at the Clemson Saddle Dike and to restore Lake Hartwell's normal summer operating level.

Mr. Greg Elgin (allotted 5 minutes)

**11. ACCEPTANCE OF ROAD RIGHT OF WAY:** Mr. Jonathan Fox
**a.** Hurricane Creek Road and Lacannon Road-District 6

**12. BID APPROVAL:** Mr. Rusty Burns
**a.** Bid #27-002 Gradall Excavator
**b.** Bid #27-013 Airport Picnic Shelter

**13. APPOINTMENTS:**
**a.** Planning Commission-District 2 Mr. Glenn Davis

**14. REQUEST BY COUNCIL:**
**a.** Anderson Free Clinic-All Districts
**b.** Palmetto High School AFJROTC-All Districts
**c.** AIM-All Districts

**15. ADMINISTRATOR'S REPORT** Mr. Rusty Burns
**a.** Building and Codes Report

**16. CITIZENS COMMENTS** Non-Agenda Matters
**THREE-MINUTE TIME LIMIT**

**17. REMARKS FROM COUNCIL**

**18. ADJOURNMENT**

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

**ANDERSON COUNTY COUNCIL**
**SPECIAL CALLED MEETING**
**MONDAY, NOVEMBER 2, 2026**
**12:00 PM**
**Historic Courthouse**
**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 (via phone), Vice Chairman; Chris Sullivan; Glenn Davis; and Greg Elgin.

**Staff Present:** Rusty Burns, Administrator; Leon Harmon, County Attorney; Matt Hogan, Deputy County Administrator; Jordan Thayer, Deputy County Attorney; and Renee Watts, Clerk to Council

**1. CALL TO ORDER:** Chairman Tommy Dunn called the special-called meeting to order at 12:00 p.m.

**2. INVOCATION AND PLEDGE OF ALLEGIANCE:** Mr. Chris Sullivan led the invocation and pledge of allegiance.

**3. CITIZENS COMMENTS:**

Joan Holliday addressed the Council regarding her family's property at and around 2305 Harbin Drive. She expressed surprise and concern that the Council was not considering the Planning Commission's recommendation for the property, noting that changes had been made without her family's input. She asked the Council to seek her family's input before making decisions about the property. Joan stressed her family's desire to avoid subdividing the property into one-acre tracts, preferring instead to protect part of the property and develop a community-beneficial project on the remainder. She asked the Council to consider her family's property rights and opinions in its decision-making process.

**4. ORDINANCE SECOND READING:**

**a. 2026-041:** 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 Green Pond Station A Voting Precinct, Anderson County, South Carolina; and other matters related thereto.

Mr. Tommy Dunn moved to approve, seconded by Glenn Davis.
Mr. Greg Elgin made a motion to amend the proposed zoning map for parcels 47-00-07-014, 47-000-07-034, 47-00-07-015, and 47-00-07-017, 64 plus or minus acres located in the Green Pond Station A Precinct, from IZD, as recommended by the Anderson County

Planning Commission on October 13, 2026, to RA, residential agricultural. Tommy Dunn seconded the motion. The vote to approve was 5-0.
The vote for the original motion was 5-0.

**5. REMARKS FROM COUNCIL**

No remarks from Council

**6. ADJOURNMENT**

Chairman Tommy Dunn adjourned the meeting at 12:05 p.m.

Link to video of meeting: https://www.youtube.com/watch?v=9GXBOUKBAW4

**ANDERSON COUNTY COUNCIL**
**REGULAR MEETING**
**TUESDAY, NOVEMBER 3, 2026**
**6:30 PM**
**Historic Courthouse**
**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, Administrator; Leon Harmon, County Attorney; Burriss Nelson, Economic Development Director; Jordan Thayer, Deputy County Attorney; Renee Watts, Clerk to Council

**1. CALL TO ORDER:** Chairman Tommy Dunn called the regular meeting to order at 6:30 p.m.

**2. INVOCATION AND PLEDGE OF ALLEGIANCE:** The invocation and pledge of allegiance were led by the Honorable Cindy Wilson.

**3. APPROVAL OF MINUTES:** Ms. Cindy Wilson moved to approve the minutes for October 20, 2026, as received, seconded by Mr. Glenn Davis. The vote in favor was unanimous.

Chairman Tommy Dunn stated agenda items 7a, 7b and 8a have been pulled from the agenda.

**4. CITIZENS COMMENTS: – AGENDA MATTERS ONLY**

**Mr. Will Ragland (Mill Town Players Community Theater):** Requested Council assistance to help cover costs associated with a major renovation of the historic Pelzer Auditorium. He highlighted the theater's significant community and economic impact, noting that 25,000 to 30,000 people attend performances annually, generating business for local restaurants and attracting thousands of Anderson County residents. He noted the organization's affordable ticket prices, limited staff, and continued need for fundraising support.

**James Smith (District One Resident):** Urged Council to expand its recent ban on Flock Safety cameras to prohibit all Automatic License Plate Reader systems, citing concerns about privacy, false identifications, potential impacts on innocent drivers, cybersecurity vulnerabilities, and the risk of replacing one surveillance technology with another that presents similar issues.

## 5. ORDINANCE THIRD READING:

**a. 2026-48:** An Ordinance to amend Section 24-1074(c) of the Code of Ordinances, Anderson County, South Carolina, to increase the percentage of local residents required to request a price estimate; and other matters related thereto.

**Public Hearing:** No citizens came forward.
Mr. Chris Sullivan moved to approve, seconded by Cindy Wilson. The motion in favor was unanimous. (7-0)

**b. 2026-049:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project Up]

**Public Hearing:** No citizens came forward.
Ms. Cindy Wilson moved to approve, seconded by Greg Elgin. The motion in favor was unanimous. (7-0)

**c. 2026-050:** 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 JD Anderson SC, L.L.C. (formerly known to the County as Project St Nick) with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson stated that Project St Nick is a $26 million capital investment by Jones Development to build a 400,000-square-foot spec building in Anderson. Anticipated 2027 taxes: $100,000; 30-year estimate: $11 million.
**Public Hearing:** No citizens came forward.
Mr. Chris Sullivan moved to approve, seconded by Jimmy Davis. The motion in favor was unanimous. (7-0)

**d. 2026-051:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project St Nick]

**Public Hearing:** No citizens came forward.
Mr. Jimmy Davis moved to approve, seconded by Chris Sullivan. The motion in favor was unanimous. (7-0)

**e. 2026-054:** An Ordinance to prohibit the use of Anderson County funds, property, and resources for Flock Camera Systems; and other matters related thereto.

**Public Hearing:** James Smith asked Council to be willing to expand on prohibiting the use of surveillance cameras to be proactive, not reactive.

Mr. Greg Elgin moved to approve, seconded by Cindy Wilson. The motion in favor was unanimous. (7-0)

**f. 2026-056:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and SC Anderson Elrod, LLC with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto. [Project Elrod]

Mr. Burriss Nelson stated the project is for a multi-building development in Anderson County by Greenville-based developer RealtyLink with a capital investment of $71 million with a projected community impact of $7.5 million during years 1-5, and $40 million over the 30-year span.
**Public Hearing:** No citizens came forward.
Mr. Jimmy Davis moved to approve, seconded by Chris Sullivan. Jimmy Davis stated the district had several community meetings concerning the project, including volunteer fire departments, the school district, Anderson County Roads and Bridges, and SCDOT; all were in concurrence that the project was good for the district. The motion in favor was unanimous. (7-0)

**g. 2026-057:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project Elrod]
**Public Hearing:** No citizens came forward.
Mr. Jimmy Davis moved to approve, seconded by Greg Elgin. The motion in favor was unanimous. (7-0)

**h. 2026-058:** An Ordinance approving a development agreement by and between Anderson County, South Carolina, and JD Anderson SC, LLC, authorizing the execution and delivery of such development agreement; and other matters related thereto. [Project St Nick]
Mr. Burriss Nelson stated the ordinance is for the $1.6 million sewer project between Anderson County, Jones Development, and the Project St. Nick group. The infrastructure will support multiple companies, including providing sewer to First Quality's newly purchased property. The project has a total estimate cost of $1.6 million; Anderson County's maximum exposure is capped at $700,000, which is further reduced to $300,000 through the use of grants.
**Public Hearing:** No citizens came forward.
Mr. Chris Sullivan moved to approve, seconded by Brett Sanders. The motion in favor was unanimous. (7-0)

## 6. ORDINANCE SECOND READING:

**a. 2026-055:** An Ordinance to amend the Code of Ordinances, Anderson County, South Carolina, to add a new section regarding vested rights; and other matters related thereto.

Ms. Cindy Wilson moved to approve, seconded by Chris Sullivan. The motion in favor was unanimous. (7-0)

**b. 2026-061:** An Ordinance to amend Chapter 34 of the Code of Ordinances, Anderson County, South Carolina, to add new sections regarding camping and boat landings; and other matters related thereto.
Mr. Jimmy Davis moved to approve, seconded by Cindy Wilson. The motion in favor was unanimous. (7-0)

## 7. ORDINANCE FIRST READING:

**a. 2026-059** (Project Patriot): pulled from the agenda.

**b. 2026-060:** pulled from the agenda.

## 8. RESOLUTIONS:

**a. 2026-067:** pulled from the agenda

**b. 2026-068:** A Resolution authorizing the execution and delivery by Anderson County, South Carolina of an agreement to amend the special source credits entitled to Robert Bosch LLC pursuant to that certain second amended fee agreement by and between Anderson County, South Carolina and Robert Bosch LLC dated of December 1, 2022; and other matters related thereto.

Mr. Burriss Nelson reported that Bosch is moving its special revenue credit schedule ahead of time and amending its SSR agreement to pay up to 50% in additional property taxes earlier than expected, noting that the company has proven to be a great community partner by generating over 1,200 jobs with $64 million annual payroll following a $500 million total capital investment.
Ms. Cindy Wilson moved to approve, seconded by Brett Sanders. The motion in favor was unanimous. (7-0)

## 9. BID APPROVAL:

**a.** Bid #26-035 Taxiway A Pavement Improvements Project
Ms. Cindy Wilson moved to approve, seconded by Brett Sanders. The motion in favor was unanimous. (7-0)

**b.** Bid #27-009 ACTC Evergreen Road Improvements
Mr. Greg Elgin moved to approve, seconded by Chris Sullivan. The motion in favor was unanimous. (7-0)

**c.** Bid #27-010 ACTC #157 & ACTC #159
Ms. Cindy Wilson moved to approve, seconded by Glenn Davis.
Ms. Wilson thanked the transportation committee for getting these roads the attention they needed.

**d.** RFQ #27-001 Design, Engineering & Construction Services
Mr. Chris Sullivan moved to approve, seconded by Greg Elgin. The motion in favor was unanimous. (7-0)

## 10. VEHICLE DONATION:

**a.** Anderson County Emergency Rescue Team-2016 Ford F250
Mr. Greg Elgin moved to approve, seconded by Cindy Wilson. The motion in favor was unanimous.

**11. REQUEST BY COUNCIL:**

The following regular district appropriations were approved:

**Jimmy Davis (District Six)**
Champion Center: $1,000
Uniquely Whole: $300
Federation of the Blind: $300
Milltown Players: $1,000

**Brett Sanders (District Four)**
Champion Center: $1,000
Federation of the Blind: $300
Milltown Players: $1,000

**Glenn Davis (District Two)**
Champion Center: $1,000
Uniquely Whole: $500
Federation of the Blind: $500
Milltown Players: $1,000

**Greg Elgin (District Three)**
Champion Center: $500
Milltown Players: $500

**Chris Sullivan (District One)**
Champion Center: $1,000
Uniquely Whole: $350
Federation of the Blind: $350
Milltown Players: $1,000

**Cindy Wilson (District Seven)**
Federation of the Blind: $200
Mill Town Players: $1,500

**Tommy Dunn (District Five)**
Champion Center: $1,000
Uniquely Whole: $500
Federation of the Blind: $1,000
Mill Town Players: $1,000

**12. ADMINISTRATOR'S REPORT:**

Mr. Rusty Burns reported no items at this time.

**13. CITIZENS COMMENTS:**

Carol Mercer, speaking on behalf of the Lake Hartwell Association, requested Anderson County Council's support for two federal funding initiatives: **Clemson Lower Diversion Dam Saddle Dike Repair** and **Additional Lake Hartwell Bathymetric Study.** No county

financial contribution is being requested**.** Instead, the Association is asking council members, collectively or individually, to send letters of support to South Carolina's federal congressional representatives and the U.S. Army Corps of Engineers.

**14. REMARKS FROM COUNCIL:**

Ms. Cindy Wilson expressed concerns regarding a lack of timely information and communication from the County Administration and Planning Department. She stated that despite an ordinance requiring the Planning Department to notify Council members of projects in their districts, she was not informed about an upcoming project that had been applied for in August and September. She visited the site and stated there was not public notice sign posted on the property. She criticized the Planning Department for issuing a commercial use permit for 48 rental units on Rogers Road after the Planning Commission had already rejected three different projects for that location.

Mr. Chris Sullivan praised the museum and director Beverly Childs for hosting the book signing for the 200-year history of Anderson County.

Mr. Greg Elgin also thanked the museum and employees who helped make the event a success.

Mr. Glenn Davis also attended the book launch. He mentioned that some high school students did not realize we had a museum and stated we needed to get the word out that Anderson County has a wonderful museum.

**15. ADJOURNMENT:**

Vice Chairman, Brett Sanders, adjourned the meeting at 7:02 p.m.

Link to video of the meeting:
https://www.youtube.com/watch?v=lVwmxZQWVSg&t=8s

# ORDINANCE #2026-041

**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 GREEN POND STATION A 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 Green Pond Station A Voting Precinct, subsequent to the referendum in the Green Pond Station A 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 October 13, 2026 at which time it will review the Anderson County Current Land Use Plan, Anderson County Future Land Use Plan, as well as, the proposed zoning map of the Green Pond Station A 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 Green Pond Station A 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 Green Pond Station A 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 zoning map of the Green Pond Station A 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: October 6, 2026

2nd Reading: November 2, 2026

3rd Reading: November 17, 2026

Public Hearing: November 17, 2026

# Planning Commission
October 13, 2026

Agenda Item: 6A

## Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☑ Precinct Zoning

Precinct Name: Green Pond Station A

PROPERTY LOCATION: Green Pond Station A Precinct

COUNTY COUNCIL DISTRICT: 5

SCHOOL DISTRICT: N/A

TOTAL ACREAGE: N/A

NUMBER OF LOTS: N/A

CURRENT ZONING: N/A

REQUESTED ZONING: N/A

PURPOSE: To allow precinct zoning and make recommendations to Anderson County Council regarding said amendments.

**RECOMMENDATION/DECISION RENDERED**

☑ **APPROVAL** ☐ **DENIAL** ☐ **TIED** ☐ **TABLED** **VOTE** 6 **TO** 0

__Compatibility with Future Land Use Map

__The recommendation of staff

__Compatibility with Traffic Levels

__Compatibility with Surrounding Properties

__Compatibility with Density Levels

__Use and value of surrounding properties

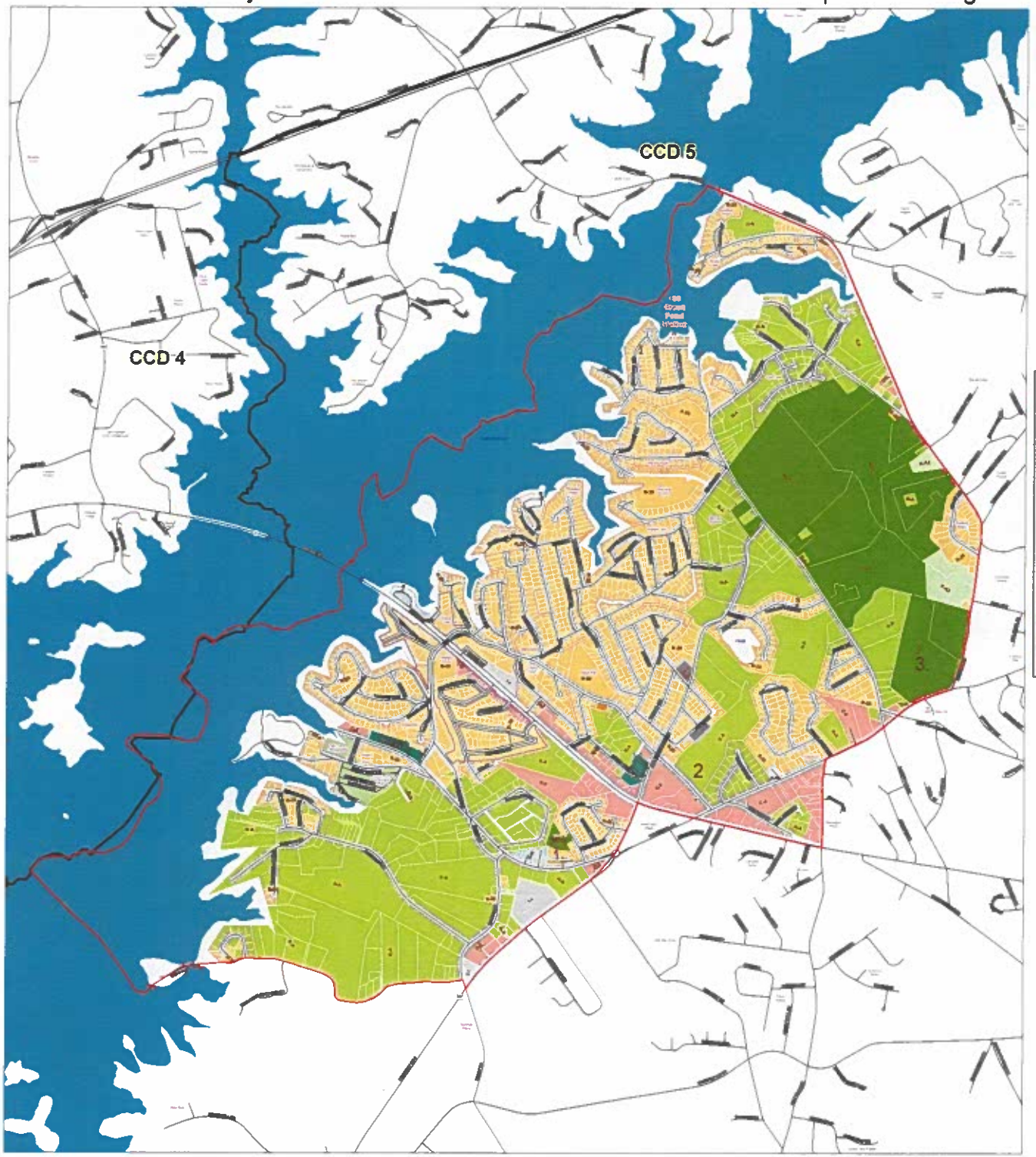
__Concerns for public, health, safety, convenience, prosperity and general welfare.
Concerns for the balance of the interest of sub-dividers, homeowners and public.
Concerns for the effects of the proposed development on the local tax base.
Concerns for the ability of existing or planned infrastructure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

__Other (please elaborate): Approval with the Addition amendment of Change to 12D

Planning Commission Chairman: _____ Date: 10-13-26

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

# Anderson County District 5: 033 Green Pond Station A Precinct Proposed Zoning




Revised Date

11/2/2026

Legend

Green Pond Station A Precinct

County Council Districts

Lakes

Subdivisions

Roads

Polling Places

Parcel Zoning: Green Pond Station A

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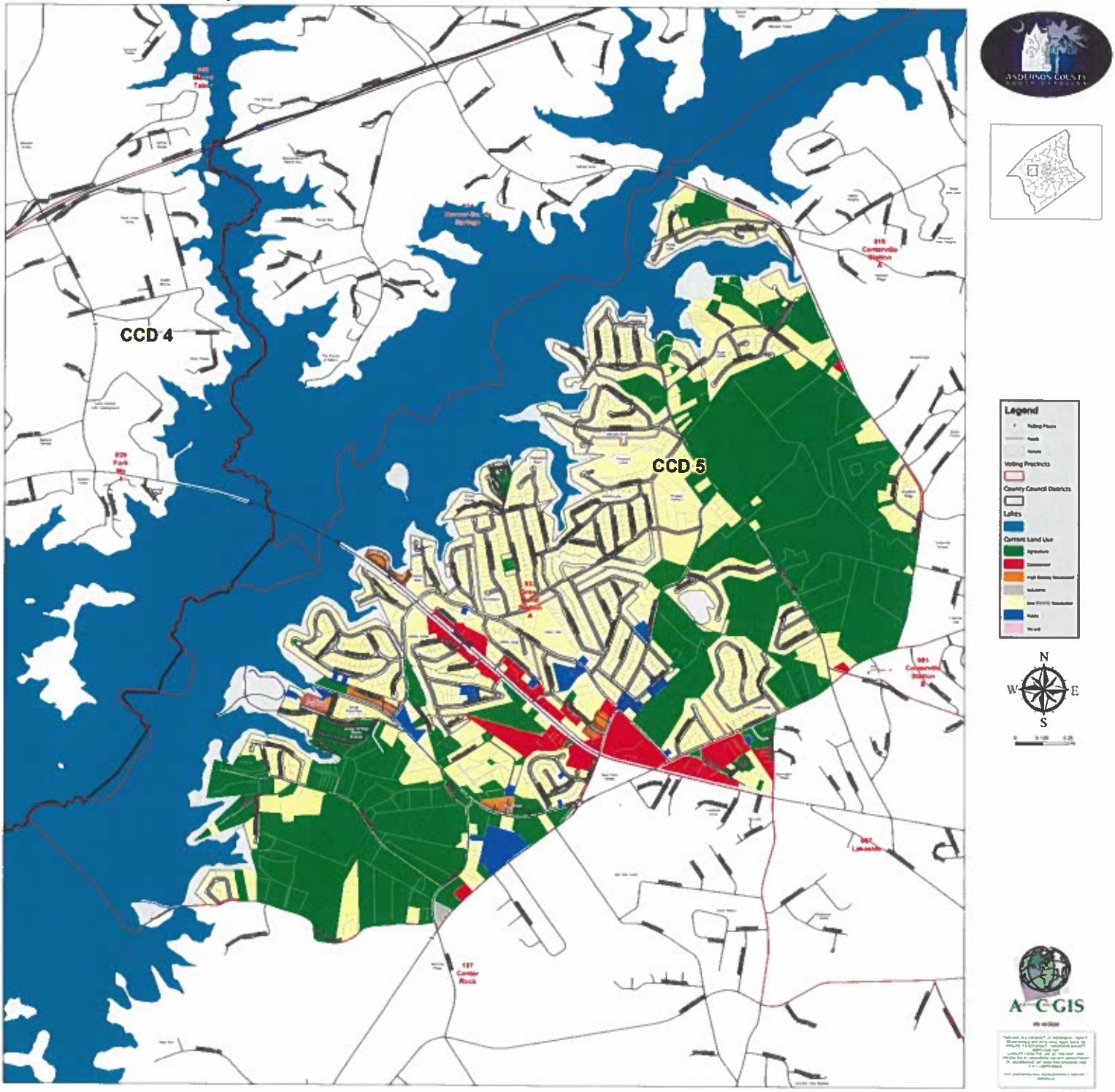
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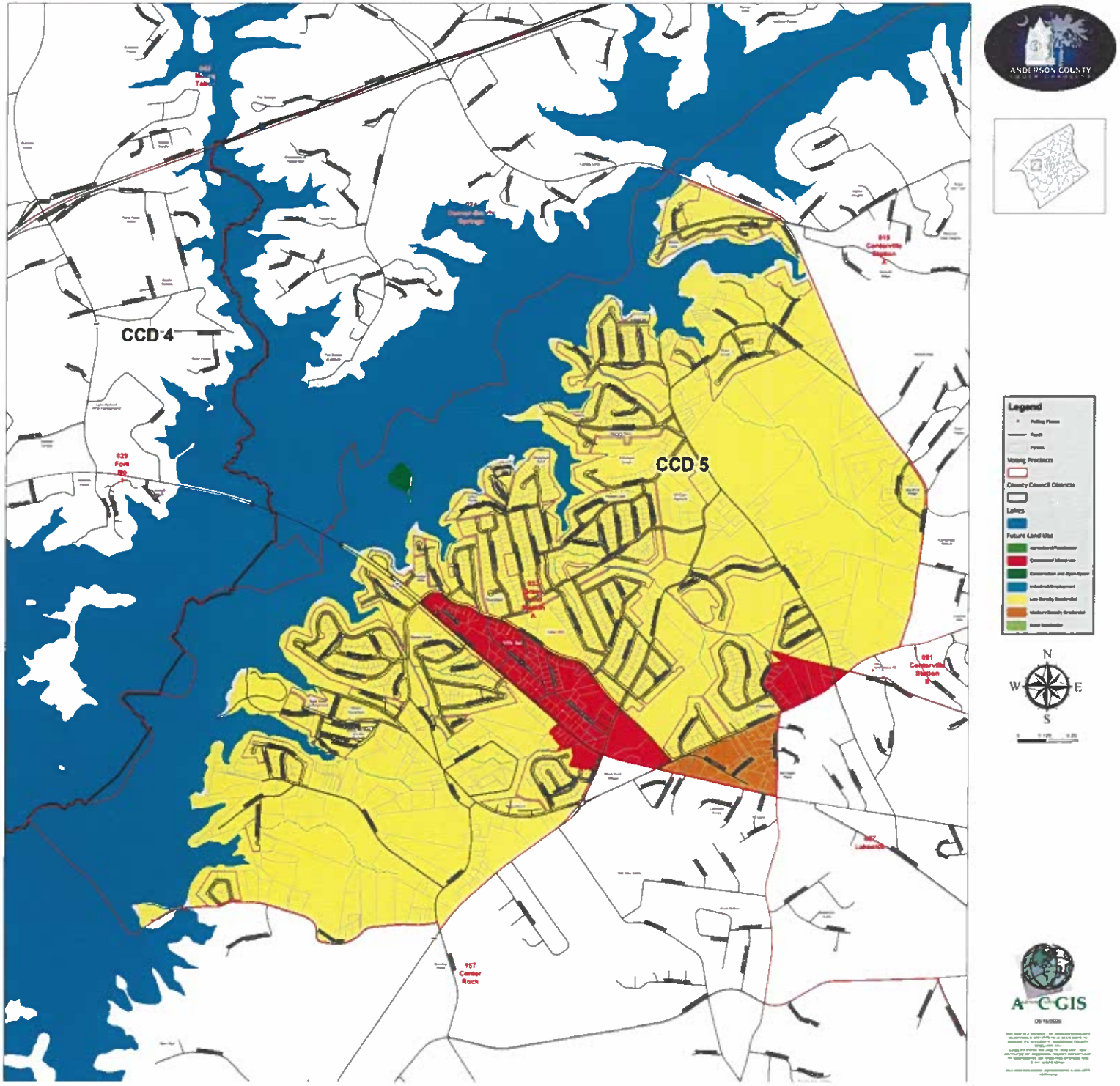
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# Anderson County District 5: 033 Green Pond Station A Precinct Current Land Use



# Anderson County District 5: 033 Green Pond Station A Precinct Future Land Use



**ORDINANCE NO. 2026-055**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD A NEW SECTION REGARDING VESTED RIGHTS; AND OTHER MATTERS RELATED THERETO.**

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

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

**WHEREAS,** the State of South Carolina has created a Vested Rights Act, which is found in South Carolina Code Section 6-29-1510 *et seq*; and

**WHEREAS,** Anderson County desires to codify the Vested Rights Act in the Code of Ordinances, Anderson County, South Carolina; and

**WHEREAS,** Anderson County desires to amend the Code of Ordinances, Anderson County, South Carolina, to add a new section regarding vested rights.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended to add a new article to Chapter 24, which article reads as shown on Exhibit A as attached hereto.

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 17th day of November 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: | October 20, 2026 |
| Second Reading: | November 3, 2026 |
| Third Reading: | November 17, 2026 |
| | |
| Public Hearing: | November 17, 2026 |

Article VIII – Vested Rights

**Sec. 24-1160. Definitions.**

As used in this article:

(1) "Approved" or "approval" means a final action by the local governing body or an exhaustion of all administrative remedies that results in the authorization of a site specific development plan or a phased development plan.

(2) "Landowner" means an owner of a legal or equitable interest in real property including the heirs, devisees, successors, assigns, and personal representatives of the owner. "Landowner" may include a person holding a valid option to purchase real property pursuant to a contract with the owner to act as his agent or representative for purposes of submitting a proposed site specific development plan or a phased development plan pursuant to this article.

(3) "Local governing body" means: (a) the governing body of a county or municipality, or (b) a county or municipal body authorized by statute or by the governing body of the county or municipality to make land-use decisions.

(4) "Person" means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any legal entity as defined by South Carolina laws.

(5) "Phased development plan" means a development plan submitted to a local governing body by a landowner that shows the types and density or intensity of uses for a specific property or properties to be developed in phases, but which do not satisfy the requirements for a site specific development plan.

(6) "Real property" or "property" means all real property that is subject to the land use and development ordinances or regulations of a local governing body, and includes the earth, water, and air, above, below, or on the surface, and includes improvements or structures customarily regarded as a part of real property.

(7) "Site specific development plan" means a development plan submitted to a local governing body by a landowner describing with reasonable certainty the types and density or intensity of uses for a specific property or properties. The plan may be in the form of, but is not limited to, the following plans or approvals: planned unit development; subdivision

plat; preliminary or general development plan; variance; conditional use or special use permit plan; conditional or special use district zoning plan; or other land-use approval designations as are used by a county or municipality.

(8) "Vested right" means the right to undertake and complete the development of property under the terms and conditions of a site specific development plan or a phased development plan as provided in this article and in the local land development ordinances or regulations adopted pursuant to this chapter.

**Sec. 24-1161. Vested right attaches to real property; applicability of laws relating to public health, safety and welfare.**

A vested right pursuant to this section is not a personal right, but attaches to and runs with the applicable real property. The landowner and all successors to the landowner who secure a vested right pursuant to this article may rely upon and exercise the vested right for its duration subject to applicable federal, state, and local laws adopted to protect public health, safety, and welfare including, but not limited to, building, fire, plumbing, electrical, and mechanical codes and nonconforming structure and use regulations which do not provide for the grandfathering of the vested right. This article does not preclude judicial determination that a vested right exists pursuant to other statutory provisions. This article does not affect the provisions of a development agreement executed pursuant to the South Carolina Local Government Development Agreement Act in Chapter 31 of Title 6.

**Sec. 24-1162. Establishing vested right; significant affirmative government acts.**

(A) A landowner has a vested right to proceed in accordance with an approved site specific development plan for a period of two years from the approval. The landowner of real property with a vested right may apply at the end of the vesting period to the local governing body for an annual extension of the vested right. The local governing body must approve applications for at least five annual extensions of the vested right unless an amendment to the land development ordinances or regulations has been adopted that prohibits approval. For purposes of this section, the landowner's rights are considered vested in the types of land use and density or intensity of uses defined in the development plan and the vesting is not affected by later amendment to a zoning ordinance or land-use or development regulation if the landowner:

(1) obtains, or is the beneficiary of, a significant affirmative government act that remains in effect allowing development of a specific project;

(2) relies in good faith on the significant affirmative government act; and

(3) incurs significant obligations and expenses in diligent pursuit of the specific project in reliance on the significant affirmative government act.

(B) For the purposes of this section, the following are significant affirmative governmental acts allowing development of a specific project:

(1) the local governing body has accepted exactions or issued conditions that specify a use related to a zoning amendment;

(2) the local governing body has approved an application for a rezoning for a specific use;

(3) the local governing body has approved an application for a density or intensity of use;

(4) the local governing body or board of appeals has granted a special exception or use permit with conditions;

(5) the local governing body has approved a variance;

(6) the local governing body or its designated agent has approved a preliminary subdivision plat, site plan, or plan of phased development for the landowner's property and the applicant diligently pursues approval of the final plat or plan within a reasonable period of time under the circumstances; or

(7) the local governing body or its designated agent has approved a final subdivision plat, site plan, or plan of phased development for the landowner's property.

**ORDINANCE NO. 2026-061**

**AN ORDINANCE TO AMEND CHAPTER 34 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO ADD NEW SECTIONS REGARDING CAMPING AND BOAT LANDINGS; AND OTHER MATTERS RELATED THERETO.**

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

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

**WHEREAS,** it is necessary to protect the health and safety of those that camp in Anderson County, as well as the public and private property of Anderson County, from the destruction that accompanies camping; and

**WHEREAS,** Anderson County Council desires to maintain and regulate Anderson County public boat landings in such a manner that will foster the purpose thereof and permit the greatest public use and enjoyment; and

**WHEREAS,** Anderson County desires to amend the Code of Ordinances, Anderson County, South Carolina, to add new sections regarding camping and boat landings.

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

1. The Code of Ordinances, Anderson County, South Carolina, is hereby amended to add new articles to Chapter 34, which articles read as shown on Exhibit A as attached hereto.

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 17th day of November 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: October 20, 2026
Second Reading: November 3, 2026
Third Reading: November 17, 2026

Public Hearing: November 17, 2026

## ARTICLE III. - CAMPING

**Sec. 34-30. - Purpose.**

It is necessary to protect the health and safety of those that camp in Anderson County, as well as the public and private property of Anderson County, from the destruction that accompanies camping. It is also in the best interest of Anderson County that the degradation of public and private lands is prevented and that such lands are utilized for their intended purposes. The enaction of the ordinance from which this article is derived is intended to impose reasonable regulations on camping in Anderson County in furtherance of these purposes.

**Sec. 34-31. - Definitions.**

As used in this article the following terms shall have the definition below provided:

Camping means residing in or using any public or private property for one or more nights for living accommodation purposes, such as sleeping activities or making preparations to sleep (including, but not limited to, the laying down of bedding for the purpose of sleeping), storing personal belongings (including, but not limited to, clothing, sleeping bags, bed rolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), making any fire, using any tents, regularly cooking meals, or living in a parked vehicle. These activities constitute camping when it reasonably appears, considering all circumstances, that a person is using public or private property as a living accommodation for one or more nights, with intent to camp.

**Sec. 34-32. - Camping on public property prohibited.**

Except as may be permitted within parks by Anderson County, it is unlawful to camp upon any public property owned or maintained by Anderson County, South Carolina including without limitation, streets, easements, parks, dump sites, creek beds, parking lots, or corporation yards. No person shall set up tents, shacks, house trailers, motor homes, campers, or any other temporary or permanent shelter for the purpose of overnight camping, nor shall any person leave in any such place any movable structure or special vehicle to be used or that could be used for such aforementioned purpose, to include, but not limited to, a house trailer, tent, automobile, or the like.

**Sec. 34-33. - Camping on private property prohibited; exceptions.**

(a) Except as otherwise provided in this section, it is unlawful to camp or squat upon private property within Anderson County, South Carolina. No person shall set up tents, shacks, campers, or any other temporary or permanent shelter for the purpose of overnight

camping, nor shall any person leave upon any private property any moving structure or special vehicle to be used or that could be used for such purpose, to include, but not limited to, a house trailer, tent, automobile, or the like.

(b) Exceptions: The prohibition set forth in this section shall not apply to:

(1) Persons camping on their own land, persons camping with the owner of the land, or to persons camping with the written consent of the owner of the land provided that such written consent is in their possession at the time and is shown upon demand of any peace officer, Anderson County Sheriffs Office deputy, Anderson County code enforcement officer, and provided that all other Anderson County zoning ordinances and South Carolina laws and regulations are met; or

(2) Persons lawfully camping within campgrounds or trailer parks specifically designated or approved for such purpose pursuant to Anderson County zoning ordinances.

**Sec. 34-34. - Penalties.**

Any person violating such provisions of sections of this article shall be guilty of a misdemeanor and shall be subject to a fine not exceeding $500.00 and imprisonment not exceeding 30 days. Court costs are not included in any fine imposed by the court.

## ARTICLE IV. - PUBLIC BOAT LANDINGS

**Sec. 34-40. - Definitions.**

As used in this article, the following terms shall have the definition below provided:

Boat.landing means a structure installed on the bed and bank of a navigable waterway for the purpose of launching and landing watercraft. For purposes of this section, that also includes associated recreational areas adjacent to boat landings including parks, swimming areas, or natural areas.

Camping means erecting a tent or shelter or arranging bedding, or both, or parking a recreation vehicle or other vehicle for the purpose of remaining overnight or to use as a temporary or permanent dwelling or lodging accommodation.

Consuming.means ingestion of alcoholic beverages or the possession of any alcoholic beverages in any type of drinking container or in any bottle, can or other container upon which the seal, cork or cap has been opened.

**Sec. 34-41. - Purpose.**

(a) Findings.of.fact¡ There are presently public boat landings situated in Anderson County, South Carolina. These boat landings are owned and/or maintained by the county or by the

state of South Carolina. Due to the increase of population in South Carolina and Anderson County, there is naturally an increase in the popularity of boating and the increase in the use of the public boat landings by the public. This increase in use has resulted in overcrowding, increased littering, public intoxication, underage drinking, loitering, inadequate parking facilities, an increase in the hazards of using the boat landing, and the general interference with the use of the boat landings for the purpose for which they are intended.

(b) Purpose.of.boat.landings. Anderson County public boat landings exist for the launching and retrieval of watercraft, parking of the vehicles used to transport the watercraft to and from the boat landing, and to support other recreational activities including, but not limited to, fishing from the shoreline/dock, walking, and wildlife viewing.

(c) Intent¡ It is Anderson County Council's intent to impose reasonable regulations on the use of the public boat landings located within Anderson County, to proscribe activities, and to provide penalties for the violation of this section to effectively enforce the same. Anderson County Council desires to maintain and regulate Anderson County public boat landings in such a manner that will foster the purpose thereof and permit the greatest public use and enjoyment.

**Sec. 34-42. - Penalties.**

(a) Unless otherwise set forth herein, any person violating any section of this article shall, upon conviction, be guilty of a misdemeanor and shall be subject to a fine not exceeding $500.00 and imprisonment not exceeding 30 days.

(b) Each day any violation of this article continues shall constitute a separate offense.

**Sec. 34-43. - Enforcement.**

The Anderson County Sheriff’s Office and Anderson County Code Enforcement shall have authority to enforce the ordinance codified herein and upon observation of or receipt of reliable information concerning any condition or occurrence constituting a violation thereof, may enforce this article through issuance of a uniform traffic ticket, warrant, or by any other lawful process.

**Sec. 34-44. - Prohibited activities.**

The following activities are prohibited at all public boat landings located in Anderson County:

(1) Blocking or obstructing any public pier, dock, wharf, or boat launching ramp, or in the case of the launch or retrieval of watercraft, blocking or obstructing any public pier, dock,

wharf, or boat launching ramp for a period longer than is necessary to launch or retrieve a watercraft;

(2) Consuming alcohol, illegal drugs, or legal prescription drugs in an illegal way;

(3) The discharge of any firearm except: a. Lawful self-defense or b. Law enforcement or members of the armed forces while engaged in official duties;

(4) Setting off fireworks;

(5) Loitering;

(6) Disorderly conduct;

(7) Loud music;

(8) Grilling with an open flame;

(9) Building any fire in any place other than those specifically designated for such purpose;

(10) Using landings for social or community events without proper permitting;

(11) Advertising for, or transacting in, any commercial, retail, or wholesale of any goods or services without approval ore permit;

(12) Advertising any unattended boat, vehicle, or trailer for sale;

(13) Loading or unloading of any cargo or passengers for hire or compensation;

(14) Operating all-terrain vehicles/off-road vehicles;

(15) Swimming within 50 feet of any public pier, boat ramp, dock or water access area located in Anderson County;

(16) Fishing from the boat-launching area while boats are being launched or retrieved;

(17) Water skiing, jet skiing, or wind surfing within 50 feet of any boat landing;

(18) Destroying, defacing, disturbing, or removing any Anderson County or State of South Carolina agency sign, structure, or equipment; and

(19) Littering.

Upon conviction, anyone found guilty of littering shall be subject to a fine and/or imprisonment not exceeding the fines and/or imprisonment as set forth in S.C. Code 1976, § 16-11-700.

**Sec. 34-45. - Prohibited parking.**

The following parking is prohibited at all public boat landings located in Anderson County:

(1) Parking in any area where notice is posted prohibiting such parking;

(2) Parking a vehicle for more than 24 consecutive hours;

(3) Parking a vehicle overnight unless the vehicle is used to launch and retrieve a boat in the water or the operator is actively fishing in an approved location;

(4) Parking anything other than a boat trailer in an area designated for boat trailers;

(5) Parking in such a way that obstructs the normal flow of the parking lot and/or boat landing, or that would restrict emergency vehicle ingress or egress to the boat landing; and

(6) Parking unregistered vehicles or vessels.

**Sec. 34-46. - Unattended and abandoned watercrafts and vehicles.**

(a) Any watercraft, vessel, vehicle, or other object left unattended which obstructs any public piers, dock, wharfs, or boat launching ramp, or access thereto, may be removed entirely at the risk and expense of the owner.

(b) Any watercraft, vessel, or vehicle that has been left unattended at a public boat landing for more than 48 hours may be deemed abandoned and may be removed at the cost of the owner.

**Sec. 34-47. - Additional ordinance provisions.**

(a) The omission of any specific requirement or provision from this chapter shall not be interpreted as permitting any variation from the general meaning and intent of the ordinance codified herein as commonly inferred or interpreted and should occasion arise as to such intent or meaning, the interpretation of the governing authorities shall hold.

(b) Should any section or provision of this chapter be declared by the courts to be unconstitutional or invalid, such declaration shall not affect the validity of the article as a whole, or any part thereof, other than the part so held to be unconstitutional or invalid.

(c) Whenever any requirements of this article are in conflict with the provisions of any other legally adopted rules or regulations, the most restrictive law or requirement shall govern.

(d) The provisions of this article are in addition to, and not in lieu of, any other enforcement provision or process permitted by law.

**Sec. 34-48. - Penalty.**

Any person violating or failing to comply with any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than $500.00 or imprisoned for not more than 30 days for each such violation. Each day of noncompliance with the provisions of this chapter shall constitute a separate offense.

**ORDINANCE NO. 2026-059**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY IDENTIFIED FOR THE TIME BEING AS PROJECT PATRIOT, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA** (the ***"County"***), acting by and through its County Council (the ***"County Council"***), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***), Title 4, Chapter 1 (the ***"Multi-County Park Act"***), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide special source revenue 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 [_____], 202[__] (the ***"Inducement Agreement"***) with a company identified for the time being as "Project Patriot" (the ***"Company"***), with respect to the development, installation, and/or operation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new battery energy storage facility in the County (collectively, the ***"Project"***); and

**WHEREAS,** the Company has represented that the Project will involve an expected investment of approximately $100,000,000, in the aggregate, in the County within the Standard Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

**WHEREAS,** pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the ***"Fee Agreement"***), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company and any Sponsor Affiliates (as such term is defined in the Fee Agreement) with respect to the Project, and (b) provide for certain special source revenue credits to be claimed by the Company and any Sponsor Affiliates against their payments of fees-in-lieu-of taxes, whether made pursuant to the FILOT Act

or the Multi-County Park Act, 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 document above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

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

Section 1. 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 adequately provided locally;

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

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

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

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. Revenues generated for the multi-county industrial park established by the MCIP Agreement (as defined in the Fee Agreement) from the Project through FILOT payments to be retained by the County (***"Net Park Fees"***) shall be distributed within the County in accordance with this 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 3 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

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

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

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

[signature page follows]

**ENACTED** in meeting duly assembled this [___] day of [_____], 2026.

**ANDERSON COUNTY, SOUTH CAROLINA**

By:_____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

_____
Rusty Burns, Anderson County Administrator

_____
Renee D. Watts, Clerk to Anderson County Council

APPROVED AS TO FORM:

_____
Leon C. Harmon, Anderson County Attorney

First Reading: [_____], 202[__]
Second Reading: [_____], 202[__]
Third Reading: [_____], 202[__]
Public Hearing: [_____], 202[__]

**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 [_____], 202[__], [_____], 202[__], and [_____], 202[__], 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: _____, 202[__]

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT PATRIOT]**

Dated as of [_____], 202[_]

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

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

| | | | |
|---|---|---|---|
| **Company Name:** | [Project Patriot] | **Project Name:** | Project Patriot |
| | | | |
| **Location (street):** | [_____] | **Tax Map No.:** | [_____] |
| | | | |
| **1. FILOT** | | | |
| Required Investment: | $100,000,000 | Required Jobs: | 1 |
| Investment Period: | 5 years | Ordinance No./Date: | No. [____]<br>[_____], 2026 |
| Assessment Ratio: | 6% | Term (years): | 30 years |
| Fixed Millage: | 363.25 mills | Net Present Value (if yes, discount rate): | N/A |
| Clawback information: | FILOT terminated retroactively and prospectively if the FILOT Act Minimum Investment Requirement is not met by the end of the Standard Investment Period. | | |
| **2. MCIP** | | | |
| Included in an MCIP: | Yes | | |
| If yes, Name & Date: | Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between Greenville County, South Carolina and Anderson County, South Carolina | | |
| | | | |
| **3. SSRC** | | | |
| Total Amount: | Variable | | |
| No. of Years | Each year during the Exemption Period. | | |
| Yearly Increments: | Variable Special Source Credit Amount; Additional Single Year SSRC | | |
| Clawback information: | Not applicable; provided, however, if the Company fails to meet the Contract Minimum Investment Requirement and the Contract Minimum Job Requirement by the end of the Standard Investment Period, the Special Source Credits shall be adjusted as set forth herein. | | |
| **4. Other information** | N/A | | |

# FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the **"*Fee Agreement*"**) is made and entered into as of [_____], 202[_] 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 a company identified for the time being as **[PROJECT PATRIOT]**, a limited liability company organized and existing under the laws of the State of North Carolina (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 development, installation, and/or operation of a new battery energy storage facility, at one or more locations in the County (as such term is further defined herein, the "***Project***").

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(I)(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 [_____], 202[_], the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project, to the extent eligible under the FILOT Act, as Economic Development Property under the FILOT Act and provides for

the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

## ARTICLE I

## DEFINITIONS

Section 1.01 Definitions

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

***"Abandonment"*** shall mean the failure of the Company to maintain a Substantial Energy Storage Agreement for a period of one (1) year after the Project has been placed in service, provided that none of the following conditions are true: (i) such failure was caused by a Force Majeure event which required the Company to make significant repairs to the Project, and the Company has diligently begun work on said repairs to regain a Substantial Energy Storage Agreement; (ii) the Company has commenced retrofitting, repowering, augmenting, or otherwise rebuilding the Project by exchanging all, or substantially all, of the fixtures, equipment, and/or associated improvements comprising the Project for new, more advance equipment in preparation for obtaining a Substantial Energy Storage Agreement; or (iii) the Company is using commercially reasonable efforts to diligently obtain a new Substantial Energy Storage Agreement following the expiration or termination of a previous Substantial Energy Storage Agreement.

***"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 directly or indirectly owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is directly or indirectly 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 earlier of (i) the last day of the property tax year during which the Project or the first Phase thereof is placed in service and (ii) the last day of the property tax year which is three (3) years from the end of the year in which the County and the Company enter into this Fee Agreement.

***"Company"*** shall mean [Project Patriot], a limited liability company organized and existing under the laws of the State of North Carolina, and a company previously identified as Project Patriot, 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 $100,000,000, in the aggregate, in Project subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement) within the Standard Investment Period.

***"Contract Minimum Job Requirement"*** shall mean the creation of at least one (1) full-time job by, or at the direction of, the Company in connection with the Project.

***"Cost to Decommission"*** shall mean an amount equal to Gross Decommissioning Costs, minus Total Salvage Value.

***"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.

***"Credit Eligible Entity" or "Credit Eligible Entities"*** shall have the meaning set forth for such terms in Section 4.02(a) hereof.

***"Decommission"*** or ***"Decommissioning"*** shall mean the removal and proper disposal (including reuse and/or recycling) of all Equipment comprising the Project, stabilization and rehabilitation of the Land, and the restoration of the Land to a condition substantially similar to its original state.

***"Decommissioning Security"*** shall have the meaning ascribed to such term in Section 5.14 hereof.

***"Defaulting Entity"*** shall have the meaning set forth for such term in Section 6.02(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 components of the Project pursuant to Section 4.05 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, with the exception of the Land and Replacement Property, are placed in service within the Investment Period, and are otherwise eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

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

***"Event of Default"*** shall mean any event of default specified in Section 6.01 hereof.

***"Exemption Period"*** shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption

***"Extended Investment Period"*** shall mean the period ending five (5) years after the end of the Standard 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, whether pursuant to the FILOT Act and the MCIP Act, collectively, or pursuant to the MCIP Act, singularly.

***"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 and any Sponsor Affiliates, individually, as the case may be, or, alternatively, of at least $5,000,000 by the Company and any Sponsor Affiliates, in the aggregate, in Economic Development Property.

***"Final Output"*** shall mean, with respect to each tax year corresponding to each property tax year during the Exemption Period, the final energy storage capacity of the Project, as reported to the County pursuant to Section 4.02(c) hereof, measured in megawatts of AC power at the point of grid interconnection, to the hundredth decimal point.

***"Flat Payment Amount"*** shall mean, with respect to each tax year corresponding to each property tax year during the Exemption Period, the dollar amount derived by (i) multiplying the Final Output, (ii) by the Output Multiplier. In no case, upon the initial Project property being placed in service, shall the Flat Payment Amount be less than the Minimum Fee Amount.

***"Force Majeure"*** shall mean: strikes; accidents; freight embargoes; inability to obtain materials; wind, fire, floods, hail, earthquakes, explosions or other natural disasters; conditions arising from

government orders, war, or national emergency; acts of God; and, any other event, similar or dissimilar, beyond the reasonable control of the Company or any Sponsor Affiliate.

***"Gross Decommissioning Costs"*** shall mean all costs associated with the Decommission of the Project; provided, however, the term "Gross Decommissioning Costs" shall not include the following: (i) re-grading the Land beyond the removal of any access roads; (ii) replanting of trees and crops removed by the Project; and (iii) the cost of removing any equipment, fixtures or improvements owned by any electric utility who owns, controls, and/or operates the electrical grid to which the Project is connected.

***"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 initially be equal to, the Standard Investment Period; provided, however, the Investment Period is subject to automatic extension pursuant to Section 3.01(a) hereof and Section 12-44-30(13) of the FILOT Act.

***"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 Anderson 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 Credits to the Company hereunder.

"***Milestone Project Payment"*** shall have the meaning set forth in Section 4.01(c) hereof.

***"Minimum Fee Amount"*** shall mean $450,000.00.

***"Net Park Fees"*** shall have the meaning set forth in Section 4.03 hereof.

***"Output Multiplier"*** shall mean $4,500.00 per megawatt of AC power; provided, however, in the event that the Contract Minimum Investment Requirement and the Contract Minimum Job Requirement are not satisfied by the end of the Standard Investment Period, such value shall be automatically adjusted to $5,500 per megawatt of AC power, prospectively, for purposes of this Fee Agreement.

***"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 now or hereafter located on or about the Land 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, together with any Replacement Property and any other investment in Equipment and Improvements placed in service during the term of this Fee Agreement. 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, (b) property described in Section 12-44-110(3) of the FILOT Act to the extent the Company and any Sponsor Affiliates invest at least an additional $45,000,000 in the Project, exclusive of such described property, and (c) 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 revenue 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. As of the date of the original execution and delivery of this Fee Agreement, the only Sponsor Affiliates are [_____].

***"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.

***"Substantial Energy Storage Agreement"*** shall mean any binding agreement governing the storage and dispatch of electricity by the Project to supply electricity, capacity, and ancillary services, if applicable, to the power grid, applicable utility, or large-load customer.

***"Termination Date"*** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT Payments under Article IV hereof with respect to each Phase of the Project; and

provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

***"Total Salvage Value"*** shall mean the actual salvage value for all equipment, fixtures, and other tangible personal property, together with any and all Equipment comprising the Project, utilizing current U.S. salvage exchange rates.

***"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.

***"Variable SSRC Amount"*** shall mean, with respect to each tax year corresponding to each property tax year during the Exemption Period (i.e., tax year 2030 corresponds to the property tax year ending December 31, 2029), the aggregate dollar amount of the Special Source Credits provided by the County to the Credit Eligible Entities, which such amount shall be equal to the amount, if any, by which the aggregate FILOT Payment due from all Credit Eligible Entities with respect to such tax year exceeds the Flat Payment Amount.

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, FILOT Payments, as the case may be, by the Company or such Sponsor Affiliate.

[End of Article I]

## ARTICLE II

## REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(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.

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 North Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project primarily for battery energy storage, and other related activities, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

## ARTICLE III

## COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20[__]. In the event the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be automatically extended to include the Extended Investment Period.

(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 Standard 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 term of this Fee Agreement.

Section 3.03 Filings and Reports

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

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

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii)

confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

## ARTICLE IV

## FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make FILOT Payments 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 FILOT 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 FILOT Payments 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 FILOT Payments 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 and Improvements for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter.

**Step 3:** Use a fixed 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 due pursuant to the FILOT Act 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 effect 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, the FILOT under the FILOT Act shall terminate, and the Company and any Sponsor Affiliates shall prospectively pay the County FILOT Payments pursuant to the MCIP Act with respect to Project property, as the case may be, from the date of termination, but with appropriate reductions (i) equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates and (ii) for the Special Source Credits due hereunder.

(c) The Fee Agreement shall provide that, in exchange for receipt of the Special Source Credits arrangement set forth in Section 4.02 hereof, and in addition to the investment commitments made by the Company with respect to the Project, the Company has agreed to make, on behalf of itself and any Sponsor Affiliates, milestone Project payments (each, an "Milestone Project Payment") to the County with respect to the Project as follows:

(i) No later than January 15, 2027, the Company shall pay the County a Milestone Project Payment equal to $20,000; and

(ii) Within 30 days following the Company's execution of a definitive agreement as awarded through the 2026 Duke Energy South Carolina Battery Resource Procurement process (i.e., the 2026 Duke RFP), the Company shall pay the County a Milestone Project Payment equal to $35,000; and

(iii) Within 30 days following the Company's execution of a Large Generator Interconnection Agreement (LGIA), the Company shall pay the County a Milestone Project Payment equal to $75,000.

(iv) Within 30 days following the commencement of Project construction, as defined by the delivery of the battery storage cabinets comprising all or a portion of the Equipment to the Land, the Company shall pay the County a Milestone Project Payment equal to $100,000.

(v) In the event that a FILOT Payment, in accordance with Sections 4.01 and 4.02 hereof, is not due with respect to the Project on or about, or before, January 15, 2032, the Company shall pay the County a Milestone Project Payment equal to $450,000 no later than January 15, 2032.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company and any Sponsor Affiliates for qualifying capital expenditures incurred for costs of the Infrastructure, the Company and each Sponsor Affiliate (each, a "***Credit Eligible Entity***", and collectively, the "***Credit Eligible Entities***") shall be entitled to receive, and the County agrees to provide annual aggregate Special Source Credits against each FILOT Payment due from each Credit Eligible Entity for each tax year corresponding to each property tax year during the Exemption Period (i.e., tax year 2030 corresponds to the property tax year ending December 31, 2029) with respect to the Project, in an annual aggregate amount equal to the Variable SSRC Amount; provided that (1) the aggregate annual Special Source Credits to which the Credit Eligible Entities are entitled for a tax year shall be (a) applied initially against any FILOT Payments due for such tax year from any Sponsor Affiliates, and then secondarily and residually against any FILOT Payment due for such tax year from the Company, and (b) calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, and (2) in the event the aggregate FILOT Payment due from all Credit Eligible Entities for any applicable tax year corresponding to a property tax year during the Exemption Period is equal to or less than the Minimum Fee Amount, then no Special Source Credits shall be provided to the Credit Eligible Entities for such tax year.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall any Credit Eligible Entity be entitled to claim or receive any abatement of *ad valorem* taxes or FILOT Payment due pursuant to the MCIP Act for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company and any Sponsor Affiliates exceed the amount expended with respect to the Infrastructure at any point in time. In connection with its receipt of the Special Source Credits set forth in Section 4.02(a) hereof, the Company shall be responsible for making written annual certification as to (i) compliance with the provisions of the preceding sentence and (ii) Final Output through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against any FILOT 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 FILOT Payment due on such personal property for the year in which such personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(e) 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 each Credit Eligible Entity 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 such Credit Eligible Entity for such property tax year.

(f) 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 MCIP Revenue Distribution

Revenues generated for the multi-county industrial park established by the MCIP Agreement (as defined in this Fee Agreement) from the Project through FILOT payments to be retained by the County (***"Net Park Fees"***) shall be distributed within the County in accordance with this 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 4.02 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

Section 4.04 Failure to Achieve Contract Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would theretofore 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 Standard Investment Period, over (ii) the sum of the amount of FILOT Payments the Company and such Sponsor Affiliates have theretofore made with respect to the Economic Development Property (after taking into account any Special Source Credits theretofore received) for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth ($120^{th}$) day following the last day of the Standard Investment Period.

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

Section 4.05 Removal of Project Components

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 components constitute Economic Development Property, shall no longer be subject to the FILOT under the FILOT Act set forth in this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the FILOT under the FILOT Act. If it is removed from the FILOT under the FILOT Act, it is subject to *ad valorem* property taxes or FILOT Payments pursuant to the MCIP Act, as the case may be, to the extent such removed property remains in the State and is otherwise subject to *ad valorem* property taxes or FILOT Payments pursuant to the MCIP Act, as the case may be.

Section 4.06 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 FILOT Payments 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 this Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) That portion of the Replacement Property in excess of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year and 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 set forth in Section 4.01 hereof.

Section 4.07 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

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

[End of Article IV]

## ARTICLE V

## PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that the 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" shall have the same definition as Abandonment in Section 1.01 hereof. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

The Company shall notify the County within thirty (30) calendar days of either: a) the expiration of the Substantial Energy Storage Agreement's term; or b) the earlier termination of any active Substantial Energy Storage Agreement.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times, and upon at least 5 business days' prior written notice to the Company, 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, with respect to the Project. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT Payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

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

Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in

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

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

Section 5.07 Qualification in State

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

Section 5.08 No Liability of County's Personnel

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

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT and Special Source Credit benefits 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 and may be evidenced by a resolution adopted by the County Council; (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.

The County acknowledges that, notwithstanding any of the terms of this Section or this Fee Agreement, the County has no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Company.

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

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The parties hereto understand that: (i) the County has incurred, or will incur, legal fees and other expenses in connection with the original execution and delivery of this Fee Agreement, the MCIP Agreement, and all resolutions, ordinances, and other documentation related thereto, and that the Company's obligation to reimburse the County for such legal fees and other expenses, as set forth herein, shall be in the amount of $6,000; and, (ii) in no event shall the Company or any Sponsor Affiliate be prospectively obligated to reimburse the County for Administration Expenses in excess of $1,500, in the aggregate, in any year during the term of this Fee Agreement.

Section 5.11 Priority Lien Status

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

Section 5.12 Interest; Penalties

In the event the 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, compounded monthly, to accrue from the date on which the payment was due at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act, provided that delivery of the joinder agreement described above shall satisfy such notice requirement.

Section 5.14 Decommissioning the Project

(a) In the event of Project Abandonment by the Company, the Company shall Decommission the Project. Prior to the issuance of a County Development or Building Permit, the Company shall submit to the County a plan to Decommission the Project. The plan and estimated Cost to Decommission shall be prepared by an engineer selected by the Company licensed to practice in South Carolina and updated every five (5) years from the date of such submission during the term of this Fee Agreement.

(b) Beginning on the Commercial Operation Date as defined in the Large Generator Interconnection Agreement (LGIA), the County may require the Company to provide a performance guarantee in the form of a letter of credit, surety or performance bond, insurance, guaranty issued by any entity which now or hereafter directly or indirectly owns all or part of the Company, or other equivalent security reasonably acceptable to the County (the "***Decommissioning Security***") in the amount of the greater of (i) $500,000, or (ii) 125% of the estimated Cost to Decommission the Project. The obligation of the Company to provide a performance guarantee is not waived in future years in the event the County elects not to require such performance guarantee in the early years of the Project.

(c) In the event the Company fails to update the estimated Cost to Decommission or provide the performance guarantee described in this Section 5.14 within sixty (60) days of a written request for the same, the failure shall be deemed to be an Event of Default and the parties shall proceed in accordance with Article VI of this Fee Agreement. The obligations arising under this Section 5.14 survive the termination of this Fee Agreement.

[End of Article V]

## ARTICLE VI

## DEFAULT

Section 6.01 Events of Default

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

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

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

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

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

Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet any investment obligations under this Fee Agreement, including, without limitation, the FILOT Act Minimum Investment Requirement, other than those obligations of the Company and/or any Sponsor Affiliate, as the case may be, set forth in Section 4.03(a) hereof.

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

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

(i) bring an action for specific enforcement;

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

## ARTICLE VII

## MISCELLANEOUS

Section 7.01 Notices

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

If to the Company:

[Project Patriot]
Attn: [_____-]
[_____-]
[_____-]

With a copy to:

Maynard Nexsen PC
Attn: Tushar V. Chikhliker
1230 Main Street, Suite 700
Columbia, South Carolina 29201

If to the County:

Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

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, the MCIP 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 incentives permissible under the FILOT Act and the MCIP 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 and the MCIP Act, to locate the Project in the County. In case a change in the FILOT Act, the MCIP 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 and/or Special Source Credit incentives, 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, MCIP 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 hereto 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 hereto as if the original signature, initials, and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

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

_____
Administrator
Anderson County, South Carolina

_____
Clerk to County Council of
Anderson County, South Carolina

**[PROJECT PATRIOT]**

By: _____
Name: _____
Its: _____

**EXHIBIT A**

**DESCRIPTION OF LAND**

**[To be inserted.]**

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I _____, the _____ of [Project Patriot] (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 [_____], 202[_] 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__.

**[PROJECT PATRIOT]**

By: _____
Name: _____
Its: _____

**EXHIBIT C**

**SPECIAL SOURCE CREDITS CERTIFICATION**

I _____, the _____ of [Project Patriot] (the ***"Company"***), do hereby certify in connection with Section 4.02(c) of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of [_____], 202[_] between Anderson County, South Carolina and the Company (the ***"Agreement"***), as follows:

(1) As of the date hereof, the aggregate amount of Special Source 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 |
|---|---|

(4) For tax year ___, which corresponds to the property tax year ending December 31, 20__, the Flat Payment Amount is derived by (i) multiplying the Final Output applicable to such tax year by (ii) the Output Multiplier, in this way:

Final Output (as of December 31, 20__) _____ Megawatts

X $4,500

= Flat Payment 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__.

**[PROJECT PATRIOT]**

_____
Name:_____
Its:_____

**ORDINANCE NO. 2026-060**

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

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

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

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

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

**DONE** in meeting duly assembled this [____] day of [_____], 202[__].

**ANDERSON COUNTY, SOUTH CAROLINA**

By:_____
Chairman, Anderson County Council

Attest:

By:_____
Administrator, Anderson County

By:_____
Clerk to Anderson County Council

FORM APPROVED BY:

_____
County Attorney

First Reading: [_____], 202[__]
Second Reading: [_____], 202[__]
Third Reading: [_____], 202[__]
Public Hearing: [_____], 202[__]

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

**Project Patriot Property Description**

**[To be inserted.]**

**ORDINANCE NO. 2026-063**

**AN ORDINANCE TO REDUCE THE ALLOWED CONTINUOUS SOUND LEVEL FOR NONRESIDENTIAL USES; AND OTHER MATTERS RELATED THERETO.**

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

**WHEREAS,** Anderson County currently regulates the continuous sound level for nonresidential uses in Anderson County Code Section 24-169 by measuring sound in A-Weighted Decibels; and

**WHEREAS,** Anderson County desires to reduce the allowed continuous sound level measured at residential and nonresidential lot lines; and

**WHEREAS,** Anderson County desires to amend its ordinance to reduce the allowable decibels for nonresidential uses.

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

1. Section 24-169 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

See attachment A.

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

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

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

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

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

**ATTEST:**

Rusty Burns
Anderson County Administrator

Renee Watts
Clerk to Council

**FOR ANDERSON COUNTY:**

Tommy Dunn, District #5, Chairman

**APPROVED AS TO FORM:**

Leon C. Harmon
Anderson County Attorney

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

Public Hearing: _____

Attachment A

Sec. 24-169. - Noise.

(a) Continuous sound levels (i.e., sound levels that remain essentially constant during the period of observation or measurement) from a facility or property shall not exceed the maximum limits established in Table 1, as measured at the specified locations.

Table 1

| *Location Receiving the Noise* | *Hours of the Day* | *Maximum Sound Level in A-Weighted Decibels (dBA)* |
|---|---|---|
| At a nonresidential lot line | 7:00 a.m. to 10:00 p.m. | 65 dBA |
| | 10:00 p.m. to 7:00 a.m. | 60 dBA |
| At a residential lot line | 7:00 a.m. to 10:00 p.m. | 65 dBA |
| | 10:00 p.m. to 7:00 a.m. | 60 dBA |

(b) The sound levels identified in Table 1 shall be measured in decibels and A-weighted, with the unit of measurement being designated as dBA. For the purpose of determining dBAs, the noise shall be measured on the A-weighting scale of a sound level meter that conforms to American National Standards Institute (ANSI) Standard S1.4-1971 "Specifications for Sound Level Meters," or latest revision. Traffic, aircraft, and other background sounds shall be considered in taking noise measurements, when such background sound interferes with the primary noise being measured.

(c) For any source of an impulsive sound that is repetitive (e.g., hammering), the maximum sound level limits in Table 1 shall be decreased by five dBA from 7:00 a.m. to 10:00 p.m.

(d) Noises from construction activities between 7:00 a.m. and 10:00 p.m. shall be exempt from the provisions of this division. Construction activity means any site preparation, assembly, erection, repair, alteration, or similar activity and any associated equipment testing.

(e) The provisions of this division do not apply to devices used solely for the purpose of warning, protecting, or alerting the public, or some segment thereof, of the existence of an emergency situation or to noise resulting from the performance of emergency work.

(Code 2000, § 38-199; Ord. No. 03-007, § 1, 4-15-2003)

Sec. 24-169. - Noise.

(a) Continuous sound levels (i.e., sound levels that remain essentially constant during the period of observation or measurement) from a facility or property shall not exceed the maximum limits established in Table 1, as measured at the specified locations.

Table 1

| *Location Receiving the Noise* | *Hours of the Day* | *Maximum Sound Level in A-Weighted Decibels (dBA)* |
|---|---|---|
| At a nonresidential lot line | 7:00 a.m. to 10:00 p.m. | ~~74~~65 dBA |
| | 10:00 p.m. to 7:00 a.m. | ~~69~~60 dBA |
| At a residential lot line | 7:00 a.m. to 10:00 p.m. | ~~70~~65 dBA |
| | 10:00 p.m. to 7:00 a.m. | ~~65~~60 dBA |

(b) The sound levels identified in Table 1 shall be measured in decibels and A-weighted, with the unit of measurement being designated as dBA. For the purpose of determining dBAs, the noise shall be measured on the A-weighting scale of a sound level meter that conforms to American National Standards Institute (ANSI) Standard S1.4-1971 "Specifications for Sound Level Meters," or latest revision. Traffic, aircraft, and other background sounds shall be considered in taking noise measurements, when such background sound interferes with the primary noise being measured.

~~(c) For any source of sound that is of short duration and is non-repetitive, the maximum sound level limits set forth in Table 1 shall be increased by ten dBA from 7:00 a.m. to 10:00 p.m.~~

~~(d) For any source of impulsive sound which is of short duration with an abrupt onset and rapid decay (e.g., explosions), the maximum sound level limits set forth in Table 1 shall be increased by ten dBA from 7:00 a.m. to 10:00 p.m.~~

(~~e~~c) For any source of an impulsive sound that is repetitive (e.g., hammering), the maximum sound level limits in Table 1 shall be decreased by five dBA from 7:00 a.m. to 10:00 p.m.

(~~f~~d) Noises from construction activities between 7:00 a.m. and 10:00 p.m. shall be exempt from the provisions of this division. Construction activity means any site preparation, assembly, erection, repair, alteration, or similar activity and any associated equipment testing.

(~~g~~e) The provisions of this division do not apply to devices used solely for the purpose of warning, protecting, or alerting the public, or some segment thereof, of the existence of an emergency situation or to noise resulting from the performance of emergency work.

(Code 2000, § 38-199; Ord. No. 03-007, § 1, 4-15-2003)

**RESOLUTION NO. 2026-067**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT PATRIOT, 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 PATRIOT WILL BE PROVIDED CERTAIN CREDITS AGAINST SUCH FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, Anderson County, South Carolina (the ***"County"***), acting by and through its County Council (the ***"County Council"***), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***) and Title 4, Chapter 1 (the ***"Multi-County Park Act"***) of the Code of Laws of South Carolina 1976, as amended (the ***"Code"***), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as "projects" in the FILOT Act and/or the Multi-County Park Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, ***"Infrastructure"***); through all such powers, the industrial development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, a company identified at this time as Project Patriot (the ***"Company"***) has requested that the County assist in the development, installation, and/or operation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new battery energy storage facility in the County (collectively, the ***"Project"***), which will result in expected investment by, or at the direction of, the Company in the Project of at least $100,000,000, in the aggregate, in non-exempt investment in connection therewith by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

**WHEREAS**, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the site(s) on which the Project will be located, to the extent not already therein located, to be included in a multi-county industrial and business park (a ***"Park"***) established by the County pursuant to a qualifying agreement with an adjoining South Carolina county (the ***"Park Agreement"***); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1.

(a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the FILOT Act and Section 4-1-170 of the MCIP Act, and for the purpose of providing for the provision of special source credits against payments in lieu of taxes made by the Company and any Sponsor Affiliates (as defined in the hereinafter defined Fee Agreement), whether made pursuant to the FILOT Act or the MCIP Act, pursuant to a Park Agreement in order to allow reimbursement to the Company and such Sponsor Affiliates for a portion of investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***"Inducement Agreement"***), so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the ***"Fee Agreement"***).

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

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is

subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this Resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

**DONE** in meeting duly assembled this 17th day of November, 2026.

**ANDERSON COUNTY, SOUTH CAROLINA**

By:_____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

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

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

APPROVED AS TO FORM:

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

**INDUCEMENT AGREEMENT**

**THIS INDUCEMENT AGREEMENT** (this ***"Agreement"***) made and entered into as of November 17, 2026 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the ***"County"***), and a company identified at this time as **PROJECT PATRIOT** (the ***"Company"***).

**WITNESSETH:**

**ARTICLE I**
**RECITATION OF FACTS**

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***) and Title 4, Chapter 1 (the ***"Multi-County Park Act"***) of the Code of Laws of South Carolina 1976, as amended (the ***"Code"***), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, ***"Infrastructure"***); through all such powers the development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the development, installation, and/or operation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new battery energy storage facility in the County (collectively, the ***"Project"***), which will result in an expected investment by, or at the direction of, the Company in the Project of at least $100,000,000, in the aggregate (the ***"Investment Target"***), by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the ***"Investment Period"***).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project, to the extent not already therein located, in a multi-county industrial and business park (the ***"Park"***) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the ***"Park Agreement"***).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement (as hereinafter defined), pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company and any Sponsor Affiliates (as defined in the Fee Agreement) would be afforded certain credits as described herein against

its payments in lieu of taxes, whether made pursuant to the FILOT Act or the MCIP Act, in respect of investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance, and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated November 3, 2026 (the "***Resolution***"), and on the terms and conditions set forth.

## ARTICLE II
## UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the ***"Fee Agreement"***).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years for each year of capital investment made under the Fee Agreement during the Investment Period, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 363.25 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2026); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such payments, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the Project property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution

of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Fee Agreement shall provide that, in exchange for receipt of the Special Source Credits arrangement set forth in Section 2.5 hereof, and in addition to the investment commitments made by the Company with respect to the Project, the Company has agreed to make, on behalf of itself and any Sponsor Affiliates, milestone Project payments (each, an "Milestone Project Payment") to the County with respect to the Project as follows:

(i) No later than January 15, 2027, the Company shall pay the County a Milestone Project Payment equal to $20,000; and

(ii) Within 30 days following the Company's execution of a definitive agreement as awarded through the 2026 Duke Energy South Carolina Battery Resource Procurement process (i.e., the 2026 Duke RFP), the Company shall pay the County a Milestone Project Payment equal to $35,000; and

(iii) Within 30 days following the Company's execution of a Large Generator Interconnection Agreement (LGIA), the Company shall pay the County a Milestone Project Payment equal to $75,000.

(iv) Within 30 days following the commencement of Project construction, as defined by the delivery of the battery storage cabinets comprising all or a portion of the Equipment to the Land, the Company shall pay the County a Milestone Project Payment equal to $100,000.

(v) In the event that a payment in lieu of tax, in accordance with Sections 2.3(c) and 2.5 hereof, is not due with respect to the Project on or about, or before, January 15, 2032, the Company shall pay the County a Milestone Project Payment equal to $450,000 no later than January 15, 2032.

(e) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; such payments with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

(f) The Fee Agreement shall provide that the following provisions shall apply:

(i) In the event of Project Abandonment by the Company, the Company shall Decommission the Project. Prior to the issuance of a County Development or Building Permit, the Company shall submit to the County a plan to Decommission the Project. The plan and estimated Cost to Decommission shall be prepared by an engineer selected by the Company licensed to practice in the State and updated every five (5) years from the date of such submission during the term of the Fee Agreement.

(ii) Beginning on the Commercial Operation Date as defined in the Large Generator Interconnection Agreement (LGIA), the County may require the Company to provide a performance guarantee in the form of a letter of credit, surety or performance bond, insurance, guaranty issued by any entity which now or hereafter directly or indirectly owns all or part of the Company, or other equivalent security reasonably acceptable to the County (the ***"Decommissioning Security"***) in the amount of the greater of (i) $500,000, or (ii) 125% of the estimated Cost to Decommission the Project. The obligation of the Company to provide a performance guarantee is not waived in future years in the event the County elects not to require such performance guarantee in the early years of the Project.

(iii) In the event the Company fails to update the estimated Cost to Decommission or provide the performance guarantee described above and in the Fee Agreement within sixty (60) days of a written request for the same, the failure shall be deemed to be an event of default under the Fee Agreement.

(iv) For the purposes of this Section 2.3(f), the following definitions shall apply:

(A) ***"Abandonment"*** shall mean the failure of the Company to maintain a Substantial Energy Storage Agreement for a period of one (1) year after the Project has been placed in service, provided that none of the following conditions are true: (i) such failure was caused by a Force Majeure event which required the Company to make significant repairs to the Project, and the Company has diligently begun work on said repairs to regain a Substantial Energy Storage Agreement; (ii) the Company has commenced retrofitting, repowering, augmenting, or otherwise rebuilding the Project by exchanging all, or substantially all, of the fixtures, equipment, and/or associated improvements comprising the Project for new, more advance equipment in preparation for obtaining a Substantial Energy Storage Agreement; or (iii) the Company is using commercially reasonable efforts to diligently obtain a new Substantial Energy Storage Agreement following the expiration or termination of a previous Substantial Energy Storage Agreement.

(B) ***"Cost to Decommission"*** shall mean an amount equal to (1) mean all costs associated with the Decommission of the Project, excluding (x) re-grading the land comprising the Project beyond the removal of any access roads; (y) replanting of trees and crops removed by the Project; and (z) the cost of removing any equipment, fixtures or improvements owned by any electric utility who owns, controls, and/or operates the electrical grid to which the Project is connected, minus (2) the actual salvage value for all equipment, fixtures, and other tangible personal property comprising the Project utilizing current U.S. salvage exchange rates.

(C) ***"Decommission"*** or ***"Decommissioning"*** shall mean the removal and proper disposal (including reuse and/or recycling) of all equipment comprising the Project, stabilization and rehabilitation of the land comprising the Project, and the restoration of such land to a condition substantially similar to its original state.

(g) The Fee Agreement shall provide that, anything contained in the Fee Agreement to the contrary notwithstanding, the County shall have no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Company.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof, and pursuant to the Fee Agreement, will provide special source credits against payments in lieu of taxes by the Company and any Sponsor Affiliates, pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company and such Sponsor Affiliates in respect of investment in Infrastructure pertaining to the Project. In these respects,

the Company and each Sponsor Affiliate shall be entitled to receive, and the Company agrees to provide an annual aggregate special source credit in an amount necessary to reduce each payment in lieu of taxes due from the Company and any Sponsor Affiliates, for each tax year corresponding to the term set forth in Section 2.3(a) hereof, to an aggregate net payment due from the Company and any Sponsor Affiliates equal to $4,500 per megawatt of AC power, subject to adjustment to $5,500 per megawatt of AC power, in the event required by, and as shall be set forth in greater detail in, the Fee Agreement, all with respect to the Project (that is, with respect to investment made by the Company and any Sponsor Affiliates under the Fee Agreement), all such Special Source Credits to be calculated and applied after any amount due the non-host county under the Park Agreement.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company or any Sponsor Affiliates be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company and any Sponsor Affiliates exceed the amount expended with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that this Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company meet the Investment Target by the end of the Investment Period, the Investment Period shall be automatically extended by an additional five (5) years.

## ARTICLE III
## UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate itself to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(c) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement, all as further detailed, and subject to the provisions, in the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees.

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability; provided, however, 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 Agreement or the Fee Agreement by the County. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period.

## ARTICLE IV
## GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

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

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all

documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2027, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of its rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature Pages Follow]

**IN WITNESS WHEREOF,** the parties hereto, each after due authorization, have executed this Inducement Agreement to be effective as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

By:_____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

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

_____
Rusty Burns, Administrator,
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

**PROJECT PATRIOT**

By:_____
Name:_____
Title:_____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of _____, 202[_], at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

_____
Clerk to Anderson County Council

Dated: _____, 202[__]

**RESOLUTION NO. 2026-069**

**A RESOLUTION OF THE ANDERSON COUNTY COUNCIL OF ANDERSON, SOUTH CAROLINA, ENDORSING THE TAP TRAIL AS A UNIFIED COUNTYWIDE NETWORK OF TRAILS, GREENWAYS, AND PARKS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, trails, greenways, parks, and outdoor recreation spaces strengthen the health, economy, and quality of life of our communities; and

**WHEREAS**, Anderson County and its municipalities share a vision of a connected network of trails and outdoor spaces for residents and visitors of all ages and abilities; and

**WHEREAS**, The TAP Trail provides a common countywide identity to connect, promote, and celebrate existing and future trails, greenways, blueways, and parks, while preserving the names, character, and ownership of each local trail and park; and

**WHEREAS**, a unified countywide network can support tourism, attract investment, expand transportation options, and encourage healthy, active lifestyles; and

**WHEREAS**, the success of The TAP Trail depends on cooperation among Anderson County, its municipalities, and community partners.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by Anderson County Council, that:

**1. Endorsement.** Anderson County Council endorses The TAP Trail as the unified countywide identity and collaborative framework for trails, greenways, blueways, parks, and outdoor recreation throughout Anderson County.

**2. Connectivity and Collaboration.** Anderson County Council supports a safe, accessible, and interconnected countywide trail network and will work with Anderson County, fellow municipalities, and community partners on shared promotion, wayfinding, grant opportunities, and future trail connections.

**3. Local Identity Preserved.** The TAP Trail will respect the established names, facilities, and priorities of each participating community.

**4. No Financial or Legal Obligation.** This resolution expresses support for a shared vision only. It does not, by itself, obligate Anderson County Council to any financial commitment, capital improvement, property acquisition, maintenance responsibility, or transfer of ownership or authority. Any such action requires separate approval by the appropriate governing body.

**5. Effective Date.** This resolution takes effect immediately upon adoption.

**ADOPTED IN REGULAR MEETING THIS 17TH DAY OF NOVEMBER 2026.**

**ATTEST:**

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to Council

Chris N. Sullivan, District #1

Glenn Davis, District #2

Greg Elgin, District #3

Brett Sanders, District #4

Jimmy Davis, District #6

M. Cindy Wilson, District #7

**APPROVED AS TO FORM:**

Leon C. Harmon
Anderson County Attorney

**RESOLUTION NO. 2026-070**

**A RESOLUTION URGING EXPEDITED FEDERAL ACTION TO ADDRESS SAFETY CONCERNS AT THE CLEMSON SADDLE DIKE AND TO RESTORE LAKE HARTWELL'S NORMAL SUMMER OPERATING LEVEL; AND OTHER MATTERS RELATED THERETO.**

**Whereas** Lake Hartwell is among Anderson County's most important natural and economic resources, supporting businesses, attracting visitors, providing recreational opportunities, and contributing immeasurably to the quality of life enjoyed by residents throughout the region; and

**Whereas** recreation is among the federally authorized purposes of Lake Hartwell, and decisions affecting the lake's operation must give full consideration to its importance to property owners, local businesses, and the regional economy; and

**Whereas** the U.S. Army Corps of Engineers has identified worsening seepage and internal erosion at the Clemson Lower Diversion Dam Saddle Dike, prompting restrictions that have reduced Lake Hartwell's normal summer operating level from 660 feet to a year-round target of 656 feet until a permanent solution can be implemented; and

**Whereas** Anderson County Council recognizes the seriousness of these conditions and the necessity of protecting public safety, but emphasizes that prolonged restrictions would have substantial consequences for property owners, recreational opportunities, local businesses, and the broader regional economy; and

**Whereas** Lake Hartwell's present low water levels reflect the current drought, yet the Corps' restrictions will remain in effect after the drought ends, preventing the lake from returning to its normal summer operating level for years to come; and

**Whereas** the prospect that these restrictions could remain in place for five to ten years or longer demands an urgent and coordinated federal response, with adequate funding, clear timelines, and a firm commitment to completing the necessary repairs without unnecessary delay; and

**Whereas** decisions affecting Lake Hartwell have lasting consequences for Anderson County and its neighbors, whose residents, businesses, and local governments deserve timely information, meaningful consultation, and a full accounting of the measures being taken to restore the lake's normal summer operating level.

**NOW, THEREFORE, BE IT RESOLVED** that Anderson County Council, in a meeting duly assembled this seventeenth day of November 2026, does hereby call upon the U.S. Army Corps of Engineers and the appropriate federal authorities to make the necessary repairs to the Clemson Saddle Dike a priority, secure the required funding, and expedite the studies, approvals, design, and construction necessary to permanently address the underlying safety concerns and restore Lake Hartwell's normal summer operating level as quickly as safety and sound engineering will allow.

**BE IT FURTHER RESOLVED** that Anderson County Council calls upon the Corps to provide regular public updates on the progress of the project, including anticipated costs, funding requirements, and specific timelines for completion, and to engage directly with local governments, property owners, businesses, and other stakeholders in identifying and implementing practical measures to minimize the economic and recreational consequences of the restrictions.

**ADOPTED IN REGULAR MEETING THIS 17TH DAY OF NOVEMBER 2026.**

**ATTEST:**

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to Council

Chris N. Sullivan, District #1

Glenn Davis, District #2

Greg Elgin, District #3

Brett Sanders, District #4

Jimmy Davis, District #6

M. Cindy Wilson, District #7

**APPROVED AS TO FORM:**

Leon C. Harmon
Anderson County Attorney

# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** **November 17, 2026**

**TO:** **Anderson County Council**

**FROM:** **Jonathan Fox**
Roads & Bridges Manager

**SUBJECT:** **Acceptance of Road ROW along Hurricane Creek Rd (C-6-58) and Lacannon Rd (C-2-95) - *Council District 6***

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Regarding the Hurricane Creek warehouse development; right-of-way (ROW) dedication and road infrastructure improvements were required for plan approval from Roads & Bridges. These upgrades support increased traffic load and secure necessary ROW. Currently, Hurricane Creek Rd and Lacannon Rd are both paved county roads with prescriptive maintenance. The developer will complete the following dedications and improvements under the supervision of Roads & Bridges staff:

- 33' ROW from centerline deeded to Anderson County from TMS 217-00-16-002 for the following lengths:
  - 1339 linear feet along Hurricane Creek Rd beginning at the intersection of Lacannon Rd
  - 1011 linear feet along Lacannon Rd beginning at the intersection of Hurricane Creek Rd
- Widening of Lacannon Rd from the intersection of Hurricane Creek Rd to the entrance of the warehouse

We recommend accepting the deeded ROW along Hurricane Creek Rd and Lacannon Rd as well as the future improvements/modifications to Lacannon Rd which will be completed by the developer.

***Jonathan Fox***
***Roads & Bridges Manager***

**Tommy Dunn**
Chairman, District 5

**Chris Sullivan**
Council District 1

**Greg Elgin**
Council District 3

**Cindy Wilson**
Council District 7

**Brett Sanders**
V. Chairman, District 4

**Glenn Davis**
Council District 2

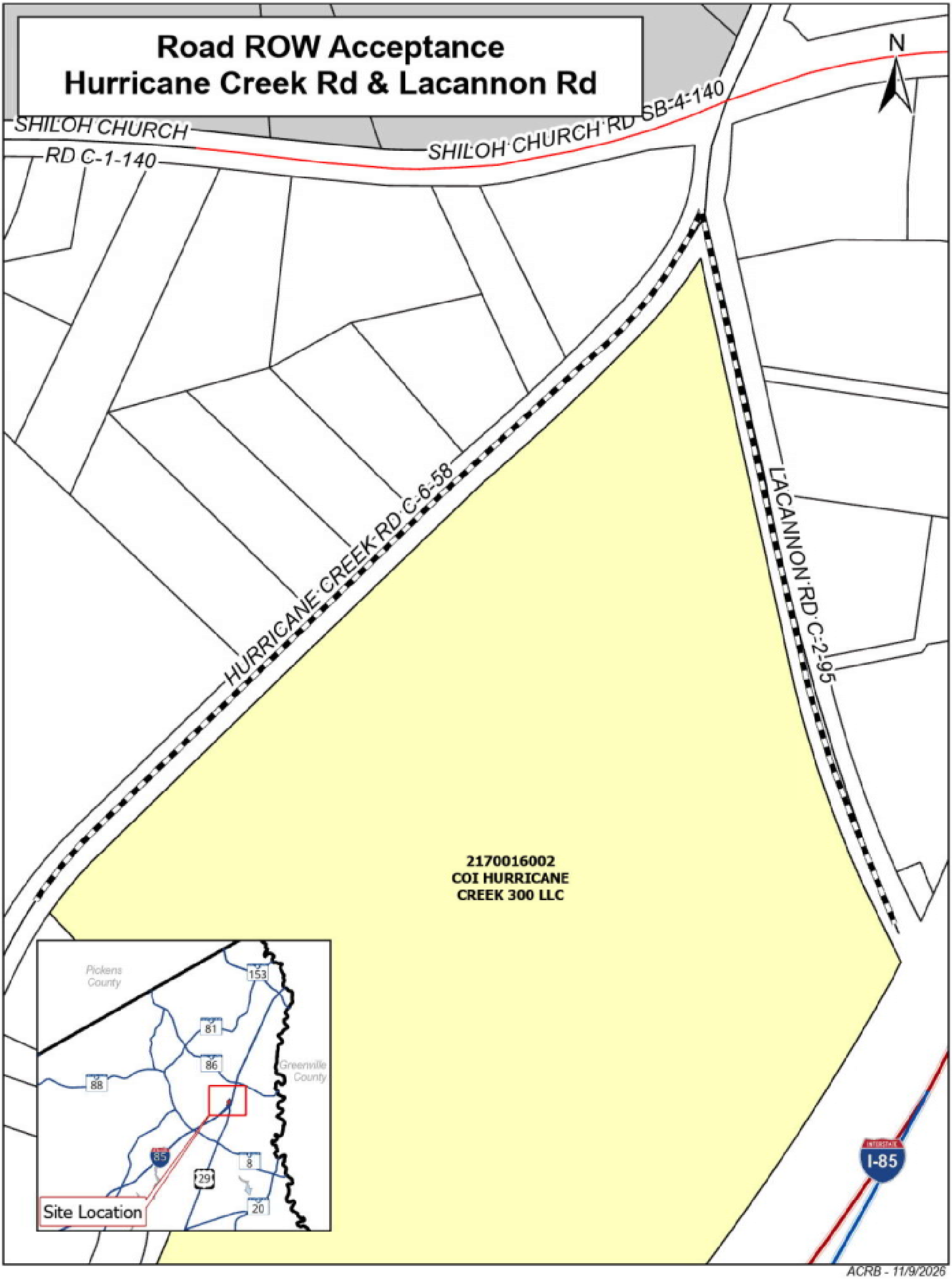
**Jimmy Davis**
Council District 6

**Renee Watts**
Clerk to Council

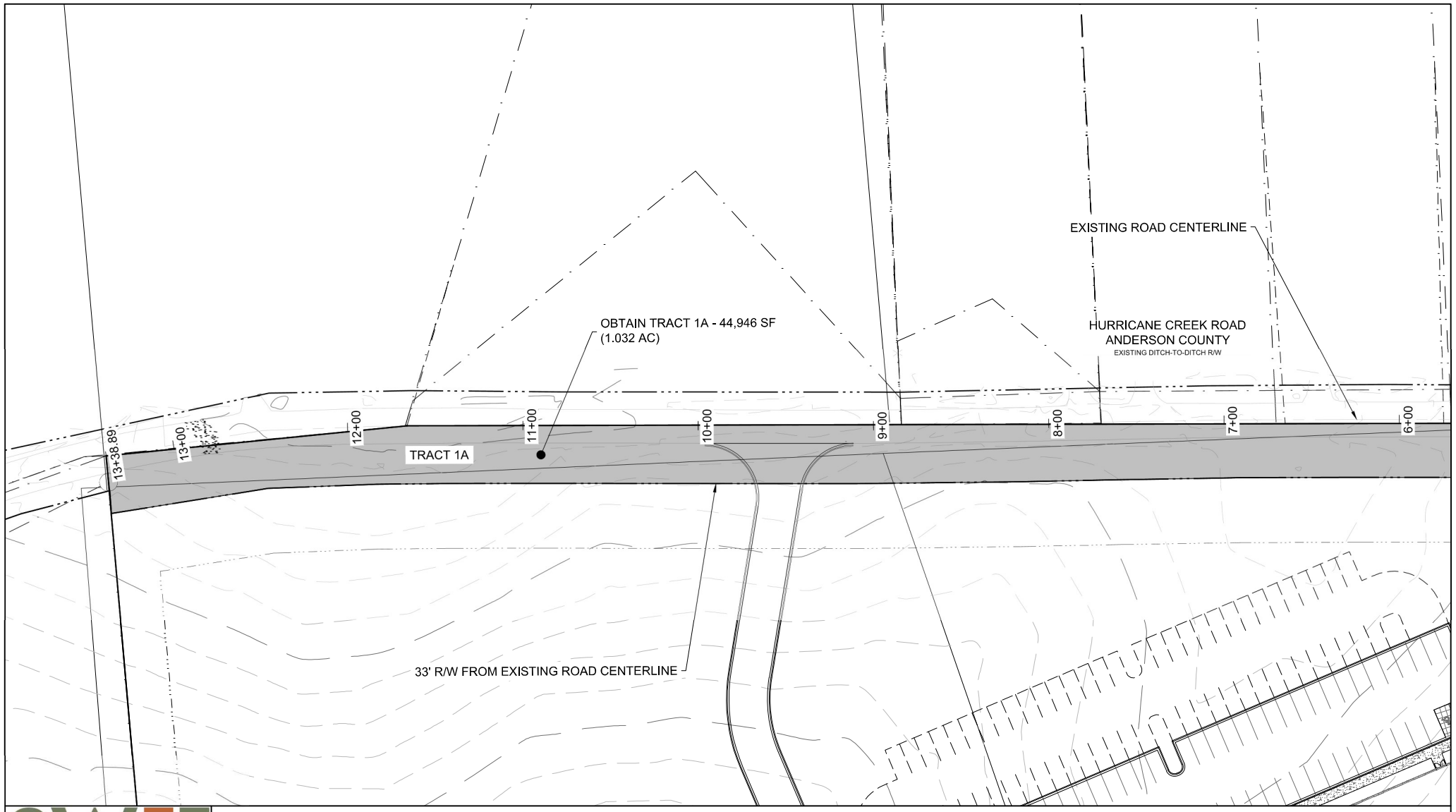
ANDERSON COUNTY
SOUTH CAROLINA

**Rusty Burns** | County Administrator
rburns@andersoncountysc.org

# Road ROW Acceptance
# Hurricane Creek Rd & Lacannon Rd




ACRB - 11/9/2026




SEAMONWHITESIDE

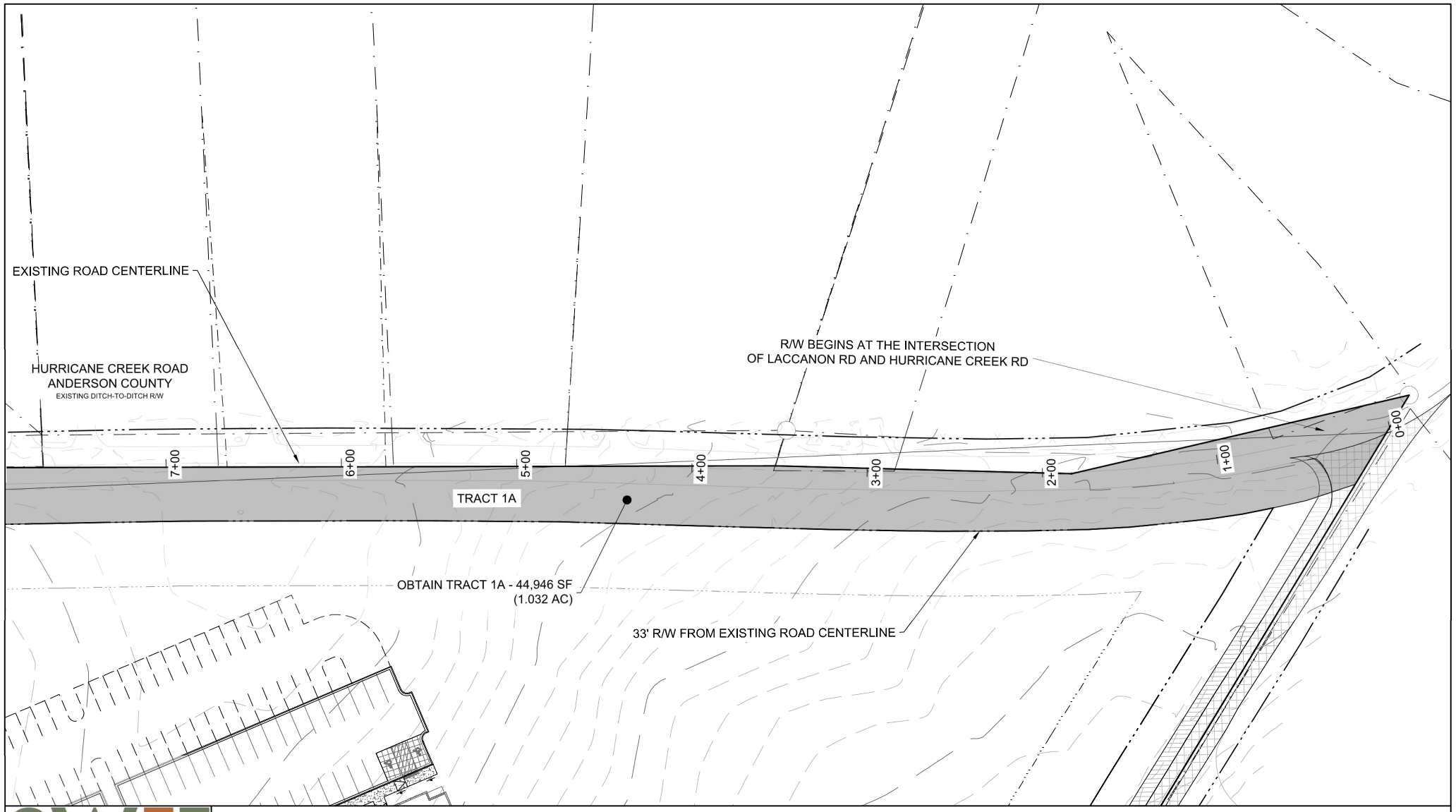
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PROJECT #: 12551
PROJECT LOCATION: ANDERSON COUNTY, SC
DATE: 06/23/2026

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SCALE: 1" = 50'

**HURRICANE CREEK RD ROW EXHIBIT**
**SHEET 1 OF 2**

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SEAMONWHITESIDE

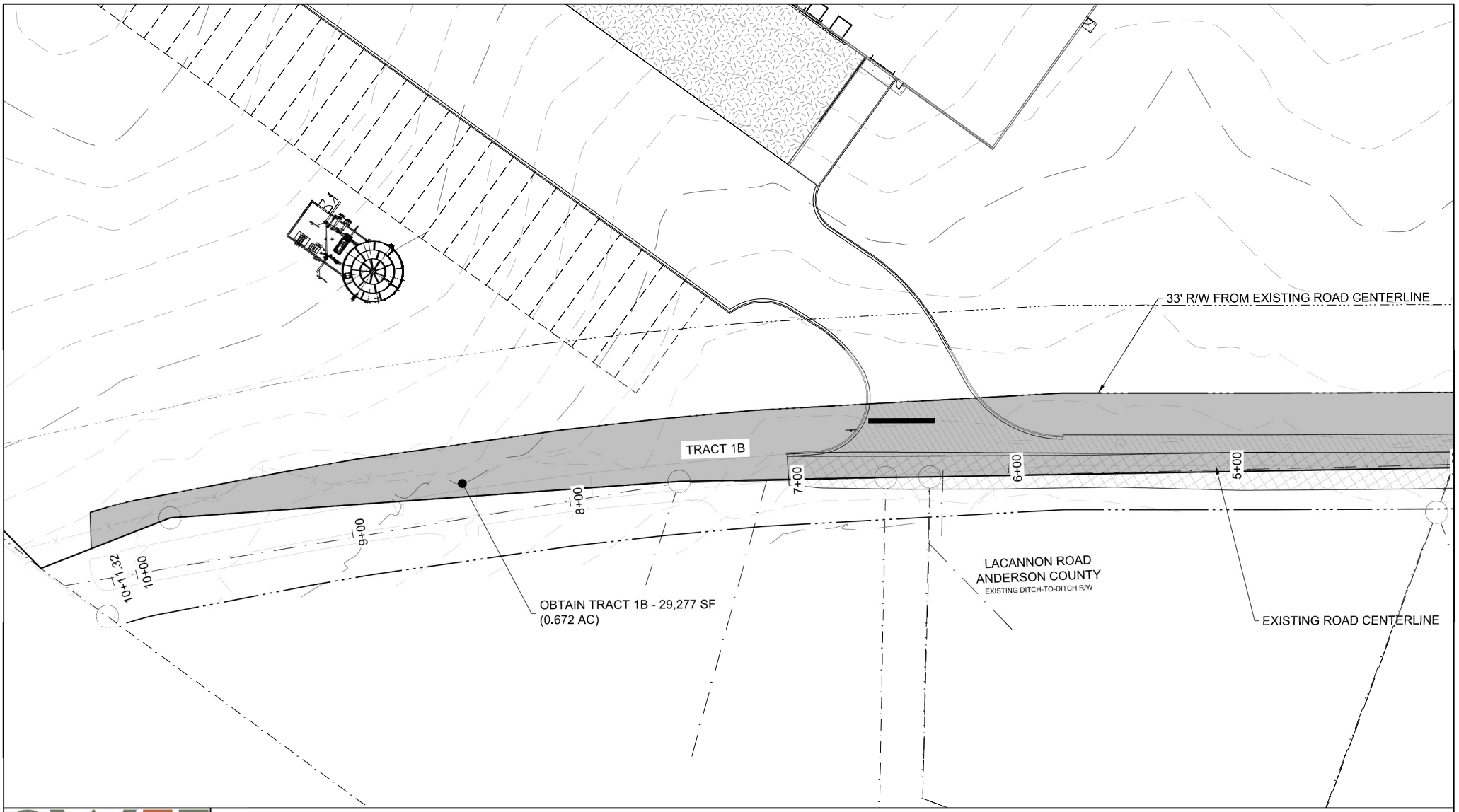
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PROJECT #: 12551
PROJECT LOCATION: ANDERSON COUNTY, SC
DATE: 06/23/2026

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SCALE: 1" = 50'

**HURRICANE CREEK RD ROW EXHIBIT**
**SHEET 2 OF 2**

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SEAMONWHITESIDE

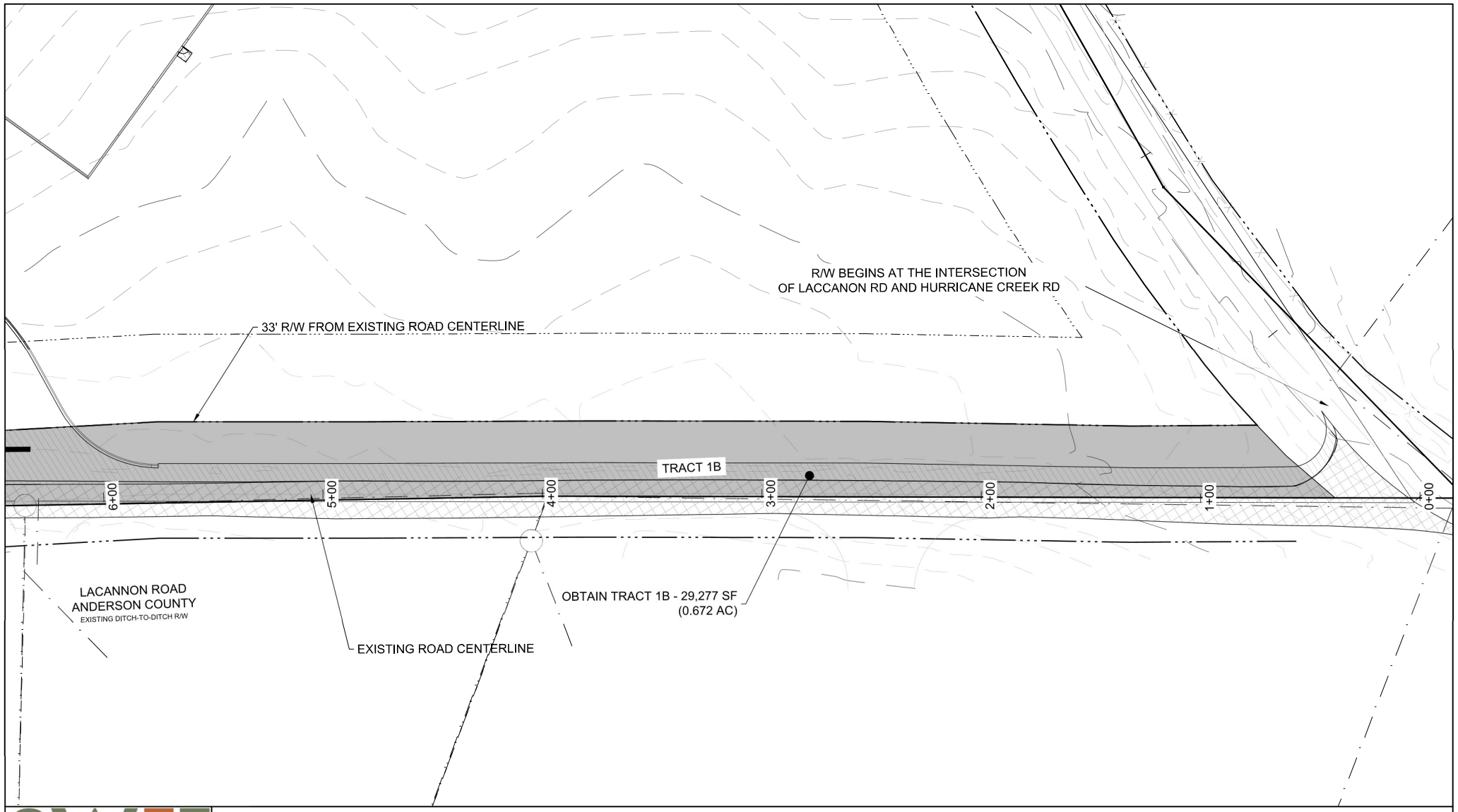
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PROJECT #: 12551
PROJECT LOCATION: ANDERSON COUNTY, SC
DATE: 06/23/2026

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SCALE: 1" = 40'

**LACANNON RD ROW EXHIBIT**
**SHEET 1 OF 2**

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SEAMONWHITESIDE

PROJECT NAME: HURRICANE CREEK
PROJECT #: 12551
PROJECT LOCATION: ANDERSON COUNTY, SC
DATE: 06/23/2026

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SCALE: 1" = 40'

**LACANNON RD ROW EXHIBIT**
**SHEET 2 OF 2**

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SURVEYOR'S NOTES:

1. PURSUANT TO THE PROVISIONS OF THE SOUTH CAROLINA CODE OF LAWS, THIS PLAN, SPECIFICATION, OR PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE, AND DATE AFFIXED. FURTHERMORE, IF THIS PLAN, SPECIFICATION, OR PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.
2. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.
3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EXISTING RIGHTS-OF-WAYS FOR ROADS, UTILITIES AND ANY OTHER EASEMENTS THAT MAY APPEAR OF RECORD OR NOT OF RECORD.
4. HORIZONTAL DATUM: NAD 83-2011 (SCVRS)
   VERTICAL DATUM: NAVD 88 (SCVRS)
5. LINES SURVEYED AND MAPPED ARE LISTED IN GRID DISTANCES. COORDINATES SHOWN ARE BASED ON S.C. SPCS NAD 83 (2011) DATUM, UNLESS OTHERWISE STATED.
6. THIS PLAT IS A RETRACEMENT SURVEY OF AN EXISTING LOT OF RECORD AND MONUMENTATION LOCATED IN THE FIELD.
7. ALL PINS SET 1/2" REBAR UNLESS OTHERWISE NOTED.
8. THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY.
9. NO ATTEMPT WAS MADE TO DETERMINE WETLANDS OR OTHER ENVIRONMENTAL ISSUES, UNLESS OTHERWISE NOTED.
10. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
11. UTILITIES WERE LOCATED FROM ABOVE GROUND EVIDENCE OR EXISTING DRAWINGS PROVIDED BY VARIOUS SOURCES. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN.
12. ALL STATEMENTS HEREON RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
13. ALL PIPE SIZES, MATERIALS, DIRECTIONS AND INVERTS (FLOW), ARE APPROXIMATE AND BASED SOLELY ON ABOVE GROUND OBSERVATIONS AND/OR (BY GRAPHIC PLOTTING ONLY) PLANS, PLATS OR DEEDS PROVIDED BY THE ISSUING GOVERNMENT AGENCY.
14. BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND ***BY GRAPHIC PLOTTING ONLY***, THIS PROPERTY, LOCATED IN ANDERSON COUNTY, SC, IS IN ZONE "X" ON FLOOD INSURANCE RATE MAP (FIRM) NO.: 45007C0135E, WHICH BEARS AN EFFECTIVE DATE OF 09/29/2011 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
15. RIGHT OF WAY INFORMATION FOR HURRICANE CREEK ROAD AND LACANNON ROAD IS PER PHONE CONVERSATION WITH THE ANDERSON COUNTY ROADS AND BRIDGES DEPARTMENT ON 5-2-25.
16. REFERENCE:
    PB 73, PG 76
    PB 75, PG 57
    PB 91, PG 194
    PB 100, PG 200
    PB 5687, PG 88
    PB 1007, PG 10B
    PB 106, PG 251
    PB 1104, PG 8B
    PB 110, PG 317
    PB 117, PG 595
    PB 118, PG 387
    PB S2747, PG 8

"I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN."

DRAFT

Daniel M. Sykes
SC R.L.S. No.: 37683

LEGEND

| | |
|---|---|
| IPF - IRON PIN FOUND | P/L - PROPERTY LINE |
| IPS - IRON PIN SET | ADJOINER PROPERTY LINE |
| CM/F - CONCRETE MONUMENT FOUND | R/W - RIGHT-OF-WAY |
| NF - NAIL FOUND | FENCE LINE |
| CALCULATED POINT | OVERHEAD ELECTRIC LINE |
| UP/PP - UTILITY/POWER POLE | UNDERGROUND GAS PIPE |
| TELEPHONE PEDESTAL | UNDERGROUND DRAIN PIPE |
| MPT - TELCOM MARKER POST | UNDERGROUND SANITARY SEWER |
| HANDHOLE | UNDERGROUND WATER PIPE |
| MPG - GAS MARKER POST | EDGE OF PAVEMENT |
| HYD - FIRE HYDRANT | RIGHT-OF-WAY |
| WM - WATER METER | IRON PIN FOUND |
| WV- WATER VALVE | REBAR |
| SIGN | REINFORCED CONCRETE PIPE |
| TERMINOUS UNKNOWN | CORRUGATED PLASTIC PIPE |
| GW- GUYWIRE | CORRUGATED METAL PIPE |
| | BEYOND PAVEMENT AREA |
| | WITHIN PAVEMENT AREA |







| Line Table | | |
|---|---|---|
| Line # | Bearing | Length |
| L1 | N 24° 16' 38" W | 63.64' |
| L2 | N 18° 32' 09" W | 62.18' |
| L3 | N 20° 13' 15" W | 61.18' |
| L4 | N 12° 43' 28" W | 60.64' |
| L5 | N 47° 10' 29" W | 33.42' |
| L6 | S 33° 55' 57" E | 63.19' |

| RIGHT-OF-WAY AREA TABLE | | |
|---|---|---|
| - | SQ. FT. | ACRES |
| WITHIN 16.5' R/W | 39,080 | 0.90 |
| BEYOND 16.5' R/W | 38,120 | 0.87 |
| TOTAL | 77,200 | 1.77 |

| RIGHT-OF-WAY DEDICATION AREA TABLE | | |
|---|---|---|
| - | SQ. FT. | ACRES |
| PARCEL AREA | 1,419,782 | 32.59 |
| R/W DEDICATION AREA | 77,200 | 1.77 |
| TOTAL REMAINING | 1,342,582 | 30.82 |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Bearing | Chord | Radius | ARC Length | Delta Δ |
| C1 | S 26° 12' 58" W | 33.59' | 2,864.80' | 33.59' | 0° 40' 16" |
| C2 | S 39° 42' 24" W | 120.23' | 660.06' | 120.40' | 10° 27' 07" |
| C3 | S 46° 50' 10" W | 168.47' | 3,380.00' | 168.49' | 2° 51' 22" |
| C4 | S 46° 17' 43" W | 529.21' | 9,300.00' | 529.28' | 3° 15' 39" |
| C5 | S 40° 25' 09" W | 172.65' | 778.08' | 173.01' | 12° 44' 28" |

GRAPHIC SCALE
0 30 60 120
1 INCH = 60 FEET

| NO. | ISSUE AND REVISION RECORD | BY | DATE |
|---|---|---|---|
| 0 | PRELIMINARY ISSUE | DS | 08/27/2025 |

DRAFT

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GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING
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(864) 234-7988 | www.ies-pro.com
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RIGHT-OF-WAY DEDICATION FOR
VTRE DEVELOPMENT, LLC.
TMS# 2170016002
122 LACANNON RD., PIEDMONT, SC - 29673
COUNTY: ANDERSON STATE: SOUTH CAROLINA

| | |
|---|---|
| JOB NO.: | 257131 |
| DATE: | 04/01/2025 |
| FIELD: | CR |
| DRAWN: | DG |
| REVIEWED: | JK |
| APPROVED: | DS |
| SCALE: | 1" = 60' |
| SHEET: | V-1 |

Saved On: 8/27/2025 9:37:11 AM (CDUDUCOS) Plotted On: 8/28/2025 12:34 PM
File Name: P:\2025\257131 HURRICANE CREEK AL\TA WAI TRUST (#6257131-ASW DEDICATION.DWG

**Anderson County Central Services Division**

**Purchasing Department**

**To:** Mr. Rusty Burns

**From:** Robert Carroll

**Date:** 11/12/2025

**Re:** Bid #27-002

Anderson County received bids on August 27th for the purchase of a Gradall Excavator. The County sent the bid package to eleven (11) companies. County staff recommends award to Ascendum Machinery in Charlotte, N.C. The total price for the equipment is $645,928.86. Staff is requesting approval of the bid at this time.

ANDERSON COUNTY PURCHASING DEPARTMENT BID TABULATION

**BID #:** 27-002 **BID OPENING DATE & TIME:** 08/27/26 @ 11:00 A.M.

**BID:** GRADALL EXCAVATOR

| **VENDOR** | **TOTAL COST** |
|---|---|
| ASCENDUM | $645,928.86 |
| GRADALL | NR |
| DOUGHERTY EQUIPMENT | NR |
| HILLS MACHINERY | NR |
| BENNETT EQUIPMENT | NR |
| BLANCHARD MACHINERY | N R |
| DOOSAN | N R |
| JCB | NR |
| JOHN DEERE | NR |
| DOBB EQUIPMENT | NR |
| STEC | NR |

AWARD TO:

# EXHIBIT B

## ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: Ascendum Machinery INC

To: Anderson County

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

| Qty. | U/M | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| 1 | **Each** | New XL 4100 V 6x4 Gradall Hydraulic Excavator, Remote, Highway Speed: per specifications | $ 603,671.84 | $ |

Delivery $ Included in Price

Sales Tax $ 42,257.02

**TOTAL** $ 645,928.86

# *SOLICITATION OFFER AND AWARD FORM*

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

********************************************Solicitation Information*******************************************

| | |
|---|---|
| 1. SOLICITATION: **# 27-002**<br>2. ISSUE DATE: August 10, 2026<br>3. FOR INFORMATION CONTACT:<br>allpurchasing@andersoncountysc.org | **4. Brief Description:**<br>One (1) New XL 4100 V 6x4 Gradall, Hydraulic Excavator, Remote, Highway Speed (per specs) |
| **5. SUBMIT BID TO:**<br>**Anderson County Purchasing Department**<br>**Attn: Bid #27-002**<br>**101 South Main Street**<br>**Anderson, S.C. 29624** | |

6. Submission Deadline: ***Date: Thursday, August 27, 2026*** ***Time: 11:00 A.M.***

7. Submit Sealed Bid

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

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

| | | |
|---|---|---|
| 9. **BUSINESS CLASSIFICATION** | (Check Appropriate Box) | ☐ Woman Business Enterprise<br>☐ Minority Business Enterprise<br>☐ Disadvantaged Business Enterprise |

**10. Additional Information:** In compliance with above, the undersigned agrees, if this proposal 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):<br><br>E-Mail: Billy.chastain@ascendummachinery.com<br>Telephone # 864-851-1754<br>Federal Identification #: [redacted] | 12. Name & Title of Person Authorized to sign the Bid. (Type or Print):<br>Billy Chastain<br><br>13. Bidder's Signature & Date<br>Billy Chastain<br>8/17/26 |

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

| | | |
|---|---|---|
| 14. Total amount of award: | 15. Successful Bidder: | |
| 16. Contracting Officer or Authorized Representative:<br>Robert E. Carroll | 17. Signature: | 18. Award date: |

# EXHIBIT C

**SPECIFICATIONS**
(see attached)

Bid Specifications For One(1) New XL 4100 V 6x4 Gradall

Hydraulic Excavator, Remote, Highway Speed 6x4

This unit will be used primarily to perform ditch maintenance and installation of driveway aprons including removal of old aprons and reinstallation of new ones. The unit must be able to travel between jobsites at highway speed to accommodate the county wide task.

Include all standard options along with any additional options listed below in the total cost of purchase.

Include any taxes that must be paid to the vendor in the quote.

Include service information access (web) and or on a thumb drive for electrical schematics, hydraulic schematics and troubleshooting processes.

**Digging Cab**

l 2.5 # Cab Mounted Fire Extinguisher

1 Cigarette Lighter • Upper

l Dual Note electrical Horn

1 First Aid Kit

1 Foot Pedal Operated Auxiliary Hydraulics• Uni-Directional Flow (RS20 Mid-Inlet Valve)

1 Hour meter In Upper Cab

1 Lube Chart • Upper, Permanent Outside & Visible

1 Seat Belt Upper w/Shoulder Restraint

1 Sun Visor - Upper Cab

1 Quick Disconnect Installation

1 Daytime Running Lights

**Lower Chassis**

1 DEF Tank Cap • Locking w/Key

1 10# Fire Extinguisher mounted with Cover

1 Intermittent Wiper Switch• Chassis

1 Seat Belt Chassis w/Shoulder Restraint

1 Beacon Light-LED- Chassis with Branch Guard if available.

**Additional Attachment Request**

1 Bucket - Ditching - 60" w/Bolt On cutting Edge

**Additional Needs**

Onsite training must be provided for operators and in-class training must be provided for in-house technicians.

Unit must have Heat and A/C in both cabs.

Unit must be able to lock differentials if needed due to environment.

Extra Set of Keys - Includes (2) Ignition & (2) Upper Door Keys

Manuals - Printed Set of Parts, Service & Operator's Manuals, Service and Parts can be on a thumb drive if needed.

Delivery to the County of Anderson @ Anderson County Fleet Services 1410 Pearman Dairy Rd Anderson SC 29625

**Anderson County Central Services Division**

**Purchasing Department**

**To:** Mr. Rusty Burns

**From:** Robert Carroll

**Date:** 11/12/2026

**Re:** Bid #27-013

Anderson County received Eleven Bids on Thursday, October 29th for a Picnic Shelter at the Airport. County staff recommends award to the low bidder, International Construction LLC, dba Intercon Construction SC LLC of Greenville, S.C. The total price is $112,435.00, which includes $5,400.00 for Alternate #1.

ANDERSON COUNTY PURCHASING DEPARTMENT BID TABULATION

**BID #:** 27-013 **BID OPENING DATE & TIME:** 10/29/26 @ 11:30 A.M.

**BID:** Airport Picnic Shelter

| VENDOR | | TOTAL COST |
|---|---|---|
| ECKLEMAN | | $149,845.00 |
| INTERCON | | $107,035.00 |
| STERLING | ALT. BID $125,977.00 | $135,977.00 |
| RABY | | $173,400.00 |
| HMC BUILDERS | | $187,265.00 |
| AMW | | $120,536.00 |
| LAZER | | $204,600.00 |
| GLENN | | $122,740.00 |
| FOOTHILLS CONTRACTING | | $114,000.00 |
| DESIGNED HABITAT | | $173,441.40 |
| LAMAR | | $149,700.00 |
| MATRIX | | NR |
| BOARDMAN GROUP | | NR |
| STREET CONSTRUCTION | | NR |
| TUDELU | | NR |
| CELY | | NR |
| J DAVIS | | NR |
| BACK YARD KINGDOMS | | NR |
| BLUE RIDGE C D | | NR |
| BLISS PRODUCTS | | NR |
| PCS BUILDS | | NR |
| SOUTH POINTE | | NR |
| BARRS REC | | NR |
| CAROLINA PARKS AND PLAY | | NR |

| | |
|---|---|
| SII BRANDS | NR |
| CHURCHICH RECREATION | NR |
| PEAK CONCRETE | NR |
| UPSCALE SOLUTIONS | NR |
| DFENCE AND OUTDOOR | NR |
| CONTRACT BUILDING LLC | NR |
| GORE CONSTRUCTION | NR |

**AWARD TO:**

# *SOLICITATION OFFER AND AWARD FORM*

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

**REQUEST FOR BIDS, OFFER, AND AWARD**

**********Solicitation Information**********

| | |
|---|---|
| 1. SOLICITATION: *#27-013*<br>2. ISSUE DATE: *10/12/2026*<br>3. FOR INFORMATION CONTACT:<br>allpurchasing@andersoncountysc.gov | 4. **Brief Description of Project:**<br>Provide and install a picnic shelter with supporting concrete for the Airport Playground according to the attached specifications. |
| 5. **SUBMIT BID TO:**<br>**Anderson County Purchasing Department**<br>**101 South Main Street**<br>**Anderson, S.C. 29624**<br>**Attn: Bid #27-013** | |
| 6. **Submission** Deadline: **Thursday, October 29, 2026** | ***Time: 11:30 A.M.*** |
| 7. **Submit** Sealed Bid | |
| 8. Firm Offer Period:<br>Bids submitted shall remain firm for a period of sixty (60) calendar days from date specified in block 6. | |

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

| | | |
|---|---|---|
| 9. **BUSINESS CLASSIFICATION** | (Check Appropriate Box) | ☐ Woman Business Enterprise<br>☐ Minority Business Enterprise<br>☐ 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):<br>International Construction LLC<br>P.O. Box 1562<br>Simpsonville, SC 29681<br><br>E-mail address: Interconsc@hotmail.com<br>Telephone # : 864-915-2868 Fax #: _____<br>Federal Identification #: [redacted] | 12. Name & Title of Person Authorized to sign the Bid (Type or Print):<br>John Broadbent, Owner<br><br>13. Bidder's Signature & Date:<br>10/21/26 |

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

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

## SECTION IV: Addendum A

## BID FORM

Name of Party submitting the Bid: International Construction LLC

To: Purchasing Manager for Anderson County

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

Bid: **#27-013** **AIRPORT PLAYGROUND PICNIC SHELTER PROJECT**

| ITEM | Qty. | UNIT | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| Base Bid | 1 | LS | $ | $ 107,035 |
| Alternate #1 | 1 | LS | $ | $ 5,400 |

**(SEE ADDENDUM C FOR SPECIFICATIONS & DRAWINGS)**

# EXHIBIT A
## Airport Playground Picnic Shelter
## SCOPE OF WORK

**General:**
The project is located at 5805 Airport Rd. Anderson, SC 29626. The property is owned by Anderson County and used by the public. Contractors may propose substitutions (see Addendum C); however, any substituted structure must be of equivalent build, quality, and functionality, and must be approved in writing by Anderson County prior to final bid submission. If any materials experience supply-chain delays beyond anticipated delivery dates, the Contractor shall submit documentation for consideration of a time extension. The Contractor is responsible for securing all required permits through the applicable AHJ.

**Project Scope:**

The Base Bid shall include all labor, materials, equipment, supervision, and testing necessary to furnish and install a 20' x 30' arched-roof shelter, supporting concrete foundation/slab, and a minimum 4'-wide concrete sidewalk around the perimeter of the shelter. Work shall also include electrical provisions for receptacles and lighting, engineering, colored steel frame and roof system (colors selected by Anderson County), anchor bolts, freight, and erection in accordance with manufacturer specifications.

Alternate #1 – Stone Veneer: Provide a separate price to furnish and install stone veneer around the shelter columns. Stone shall match the type, color, appearance, and height of the existing stone veneer along the lower portion of the adjacent restroom building. Alternate pricing shall include all labor and materials necessary for a complete installation.
Close coordination with the Project Manager and Anderson Regional Airport Manager is essential.

**ALL WORK MUST BE COMPLETED 60 DAYS FROM EQUIPMENT DELIVERY. SUBJECT TO LIQUIDATED DAMAGES OF $150/DAY**

**(SEE ATTACHED SPECIFICATIONS/DRAWINGS)**

I have read and understand the foregoing specifications and attached addenda and agree to their terms.

International Construction LLC
(Name of Corporation)

By: _____

Print Name: John Broadbent

Its: Owner

Date: 10/21/26

ATTEST:

**BOARDS, COMMITTEES AND COMMISSIONS**
**APPLICATION**

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

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

Name: Mance, Michael B.
Last, First, Middle Initial

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

1. Planning Commission
2. Economic Development Board
3. _____

Physical Address and Mailing Address, if different:

_____ Physical

_____ Mailing

Home Phone: N/A Cell Phone: _____

Email: _____ Preferred method of contact: Cell or Email

County Council District: 2 GED Equivalent: Yes or No

Highest Level of Education: 2x Associates Degrees High School Grad: Yes or No

College Attended: Tri-County Tech/ITT Tech Degree: Media Arts Production & Multimedia

Address of College: 7900 Hwy 76 Pendleton, SC 29670

Employment History:

| COMPANY | POSITION | EMPLOYMENT DATES |
|---|---|---|
| Michael's Lawn & Landscape, LLC | Co-owner/Business Development | 2020-Present |
| Mance Multimedia, LLC | Founder/CEO | 2005-Present |
| US&S, Inc. | Marketing Manager | 2017-2019 |
| Anderson Area Chamber | Dir. of Comm & Marketing | 2009-2016 |

Michael Mance 11/08/2026
Signature of Applicant Date

Recommendation of Council: Glenn Davis District #2

**Note about transcribed forms:** this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.


Anderson County South Carolina logo featuring a clock tower and palmetto motif.

Anderson County
South Carolina

**Tommy Dunn**
Chairman, District 5

**Brett Sanders**
Vice 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

# Recreation Fund Appropriations Application

## What district(s) are you requesting funding from?

District

General

**Mail/Email to:**
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
renee.watts@andersoncountysc.gov

1. Name of entity requesting recreation fund appropriation

   Anderson Free Clinic

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

   $5000

3. The purpose for which the funds are being requested

   Sponsorship for the 5th Annual Festival of Trees

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

   (●) Yes ( ) No

5. Contact person

   Contact person: Tammie Collins
   Mailing address: 414 N Fant St
   Phone number: 18645127810
   Email: tammie.collins@anmed.org

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

Funds will be included with other sponsors. The County will be recognized for their contribution.

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.

Certification

Signature: Tammie Collins

Print name: Tammie Collins

Date: 11/04/2026



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# 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
renee.watts@andersoncountysc.gov

**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:
   Palmetto High School AFJROTC

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

   $3000.00

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

   Civic Center Rental - Military Ball on March 20, 2027

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
   YES

5. Contact Person: Lt Col Mike Creamer, USAF (ret)
   Mailing Address: 804 North Hamilton Street Williamston, SC 29697
   Phone Number: (864) 314-1473
   Email: creamerm@apps.anderson1.org

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

   Unit will be providing funds for catering, DJ, decorations, etc.

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.

| William M. Creamer | William M. Creamer | 06 Nov 26 |
|---|---|---|
| Signature | Print Name | Date |

ANDERSON COUNTY
SOUTH CAROLINA

# RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 4 & 5

**Mail/Email to:**
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
renee.watts@andersoncountysc.gov

**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 Interfaith Ministries AIM*

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

3. The purpose for which the funds are being requested: *See attached letter*

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:
   *Kristie King-Brock, 864-224-9256*

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

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

Signature Print Name Date

AppropriationNovember 9, 2026

Matt Hogan
Deputy Director, Anderson County
Anderson, South Carolina

RE: Request for $10,000 in Support of Continued Hurricane Helene Recovery Efforts

Dear Matt,

On behalf of the Anderson County Long-Term Recovery Group (AC-LTRG), I am respectfully requesting *$10,000 in financial support from Anderson County* to help continue addressing the unmet needs of Anderson County residents who are still recovering from Hurricane Helene.

Established following Hurricane Helene, the AC-LTRG brought together local government, nonprofit, faith-based, volunteer, and disaster-recovery organizations to coordinate assistance for households facing recovery challenges that could not be resolved through insurance or traditional assistance programs.

Through this collaborative effort, the LTRG and its recovery partners have made meaningful progress in helping Anderson County families rebuild. To date, our efforts have included:

- Working directly with 52 households through recovery outreach and assessment.
- Helping 24 households fully recover.
- Committing approximately $192,007 in recovery resources to address unmet needs.
- Supporting the recovery of 48 homes through AC-LTRG and Rebuild Upstate partnerships.
- Coordinating critical assistance, including roof repairs, structural work, tree removal, assessments, referrals, and disaster case management.
- Establishing a network of approximately 20 community partners working together to support disaster recovery.

The American Red Cross/United Way grant that provided funding for much of this recovery work has now been fully expended. While this funding allowed us to make a significant difference for many Anderson County families, Hurricane Helene recovery is not yet complete, and unmet needs remain in our community. Some residents continue to face significant challenges with

essential home repairs and accessing the financial and other resources necessary to return to safe and stable living conditions.

The requested $10,000 would help the AC-LTRG continue helping these households by addressing remaining unmet needs, coordinating resources among community partners, and connecting residents with available recovery services. Our goal is to build upon the progress already made and ensure that families who are still struggling are not left without a path forward.

We are grateful for Anderson County's continued support and for your consideration of this request. Your willingness to support these ongoing recovery efforts is greatly appreciated and will help make a meaningful difference for Anderson County families who are still working to recover from Hurricane Helene.

Thank you for your time, consideration, and continued commitment to the recovery and well-being of Anderson County residents.

In His Service,

*Kristi King-Brock*
Executive Director
Anderson Interfaith Ministries (AIM)
Anderson County LTRG Chair
Office: (864) 224-9256
Cell: (864) 314-6620
Kristi.King-Brock@aimcharity.org

# Anderson County Building & Codes
## Monthly Activity Report
### Oct-26

| | |
|---|---|
| **Total Number Permit Transactions:** | 1105 |
| *New Single Family:* | 76 |
| *New Multi-Family:* | 6 |
| *Residential Additions/Upgrades:* | 34 |
| *Garages/Barns/Storage:* | 32 |
| *New Manufactured Homes:* | 14 |
| *New Commercial:* | 4 |
| *Commercial Upfits/Upgrades:* | 10 |

**Inspection Activity:**

| | |
|---|---|
| *Number of Inspections Performed:* | 938 |
| *Courtesy, Site and Miscellaneous Inspections:* | |

**Reviews/Misc. Activity:**

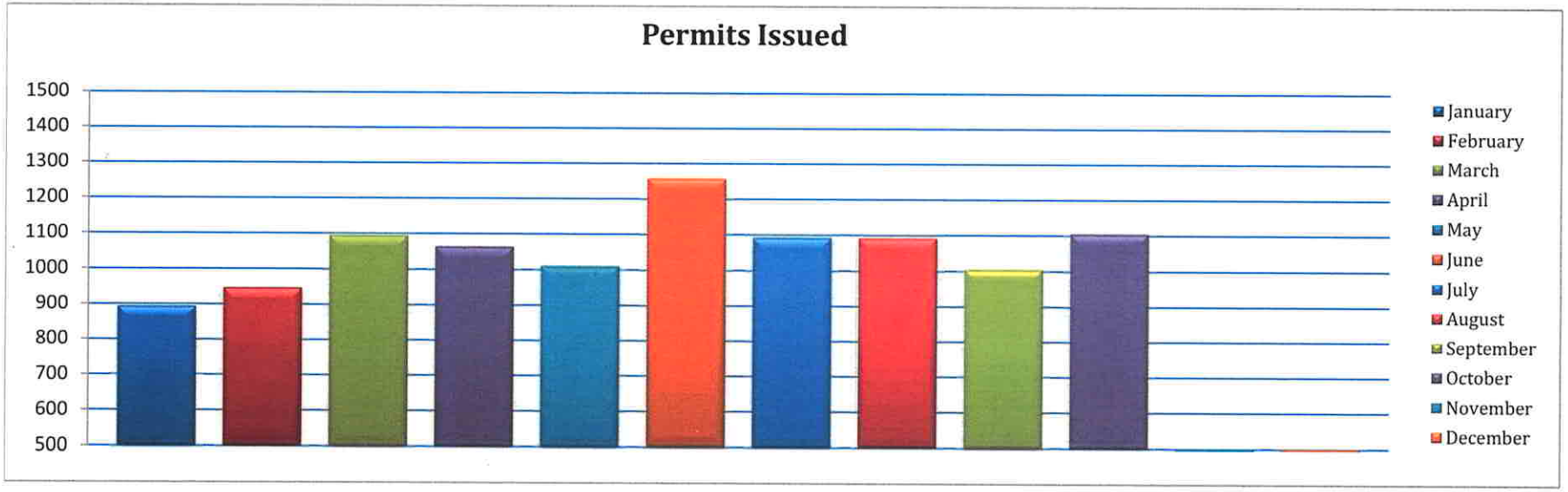
| | |
|---|---|
| *Plans Submitted for Review:* | 87 (Includes preliminary consultations, resubmittals and solar) |

**Revenue Collected:**

| | |
|---|---|
| *Reinspection Fees Collected:* | *$6,890.00* |
| *Plan Review Revenue:* | $ 19,040.39 |
| *Total Revenue For The Month:* | $258,317.20 |

# Anderson County Building & Codes
# Permits Issued for 2026

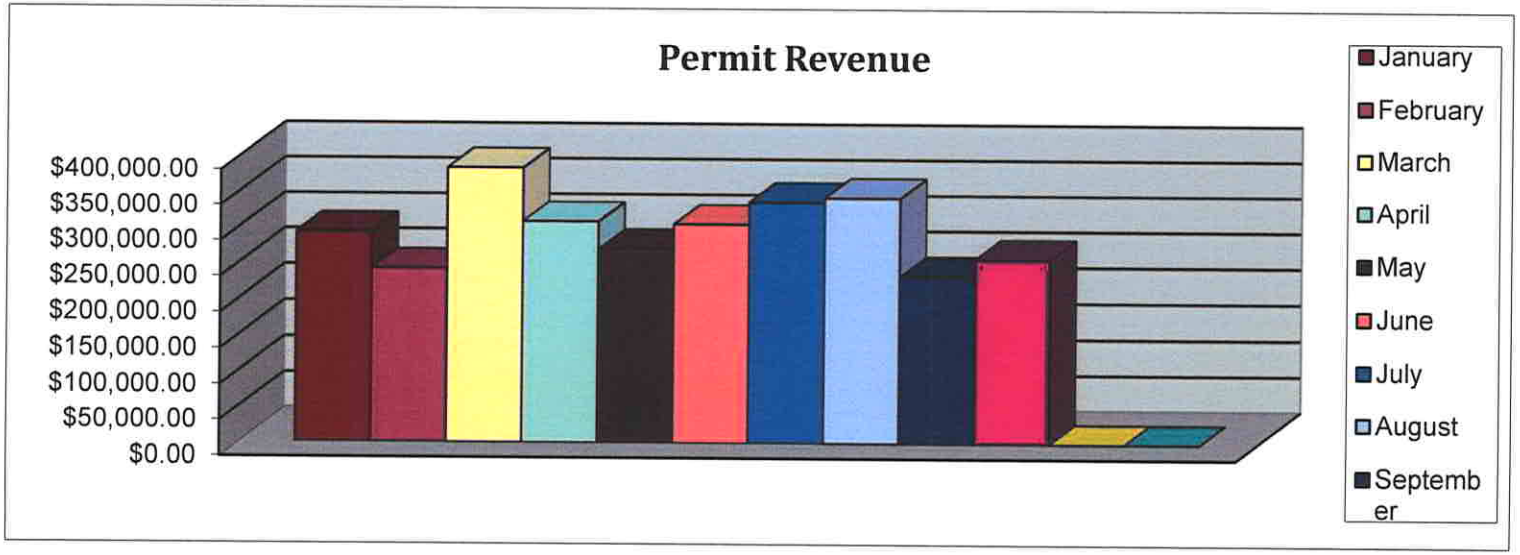
| Month | Building | Electrical | Plumbing | HVAC | MH | Misc. | Total |
|---|---|---|---|---|---|---|---|
| January | 221 | 244 | 131 | 150 | 79 | 69 | 894 |
| February | 214 | 262 | 124 | 171 | 103 | 73 | 947 |
| March | 282 | 284 | 152 | 179 | 103 | 95 | 1095 |
| April | 261 | 288 | 135 | 190 | 101 | 89 | 1064 |
| May | 242 | 270 | 156 | 166 | 75 | 102 | 1011 |
| June | 284 | 332 | 190 | 220 | 94 | 138 | 1258 |
| July | 271 | 263 | 178 | 142 | 71 | 168 | 1093 |
| August | 242 | 287 | 140 | 154 | 104 | 165 | 1092 |
| September | 195 | 272 | 110 | 162 | 82 | 184 | 1005 |
| October | 214 | 297 | 136 | 182 | 66 | 210 | 1105 |
| November | | | | | | | 0 |
| December | | | | | | | 0 |
| Total | 2426 | 2799 | 1452 | 1716 | 878 | 1293 | 10564 |



# Anderson County Building & Codes

## Permit Revenue for 2026

| Month | Building | Electrical | Plumbing | HVAC | MH | Misc. | Total |
|---|---|---|---|---|---|---|---|
| January | $154,926.24 | $47,270.43 | $15,926.00 | $20,399.18 | $4,806.00 | $49,917.52 | **$293,245.37** |
| February | $130,712.14 | $41,335.60 | $16,610.00 | $23,870.86 | $8,699.00 | $21,128.98 | **$242,356.58** |
| March | $234,885.09 | $31,291.52 | $18,539.00 | $31,174.41 | $7,199.00 | $61,363.59 | **$384,452.61** |
| April | $160,984.36 | $39,410.39 | $16,388.00 | $64,923.69 | $8,203.00 | $18,716.27 | **$308,625.71** |
| May | $152,130.37 | $31,485.18 | $18,932.00 | $22,178.00 | $6,570.00 | $38,716.52 | **$270,012.15** |
| June | $194,636.85 | $38,820.29 | $23,174.00 | $30,093.94 | $6,695.00 | $11,811.54 | **$305,231.62** |
| July | $223,107.45 | $36,827.26 | $20,508.00 | $28,939.45 | $7,478.50 | $20,337.61 | **$337,198.27** |
| August | $233,298.66 | $38,431.53 | $20,067.00 | $25,675.61 | $8,187.50 | $17,987.12 | **$343,647.42** |
| September | $124,369.55 | $34,877.67 | $15,792.00 | $23,109.92 | $12,143.50 | $23,433.80 | **$233,726.44** |
| October | $139,610.50 | $40,893.96 | $18,882.00 | $27,337.85 | $5,662.50 | $25,930.39 | **$258,317.20** |
| November | | | | | | | **$0.00** |
| December | | | | | | | **$0.00** |
| | | | | | | | |
| Total | $1,748,661.21 | $380,643.83 | $184,818.00 | $297,702.91 | $75,644.00 | $289,343.34 | **$2,976,813.29** |



**F.W. DODGE BUILDING STATISTICS**
**Toll-Free Phone: 877-489-4092 Fax: 800-892-7470**

**REPORT OF BUILDING OR ZONING PERMITS ISSUED AND LOCAL PUBLIC CONSTRUCTION**

For the month of: **Oct-26**

ANDERSON COUNTY BUILDING & CODES
P.O. Box 8002
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below
- ☐ Discontinued issuing permits
- ☐ Merged with another system
- ☐ Split into two or more systems
- ☐ Annexed land areas
- ☐ Had other changes

PLEASE RETURN THE WEEK OF:

If **NO PERMITS** were issued during this period, mark (X) and return this form

| **Section 1** NEW RESIDENTIAL | Item No. (a) | PRIVATELY OWNED Number of Buildings (b) | PRIVATELY OWNED Number of Housing Units (c) | PRIVATELY OWNED Valuation of Construction *Omit cents* (d) | PUBLICLY OWNED Number of Buildings (e) | PUBLICLY OWNED Number of Housing Units (f) | PUBLICLY OWNED Valuation of Construction *Omit cents* (g) |
|---|---|---|---|---|---|---|---|
| Single-Family houses, **detached** ***Exlude mobile homes*** | 101 | 76 | | $20,479,415 | | | |
| Single-family houses, **attached** *- Separated by ground to roof wall, - No unites above or below, and - Separate heating systems & utility meters* | 102 | 6 | | $690,000 | | | |
| Two-family buildings | 103 | 1 | | $30,000 | | | |
| Three-and four-family buildings | 104 | | | | | | |
| Five-or-more family buildings | 105 | | | | | | |
| *TOTAL: Sum of 101-105* | 109 | 83 | 0 | $21,199,415 | 0 | 0 | $0.00 |

| **Section 2** NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS | Item No. (a) | PRIVATELY OWNED Number of Buildings (b) | PRIVATELY OWNED Number of Housing Units (c) | PRIVATELY OWNED Valuation of Construction *Omit cents* (d) | PUBLICLY OWNED Number of Buildings (e) | PUBLICLY OWNED Number of Housing Units (f) | PUBLICLY OWNED Valuation of Construction *Omit cents* (g) |
|---|---|---|---|---|---|---|---|
| Hotels, motels, and tourist cabins *(transient accommodations only)* | 213 | | | | | | |
| Other non-housekeeping shelter | 214 | | | | | | |

| **Section 3** NEW NONRESIDENTIAL BUILDINGS | Item | PRIVATELY OWNED Number of Buildings (b) | PRIVATELY OWNED Number of Housing Units (c) | PRIVATELY OWNED Valuation of Construction *Omit cents* (d) | PUBLICLY OWNED Number of Buildings (e) | PUBLICLY OWNED Number of Housing Units (f) | PUBLICLY OWNED Valuation of Construction *Omit cents* (g) |
|---|---|---|---|---|---|---|---|
| Amusement, social, and recreational | 318 | | | | | | |
| Churches and other religious | 319 | | | | | | |
| Industrial | 320 | | | | | | |
| Parking garages (buildings & open decked) | 321 | | | | | | |
| Service stations and repair garages | 322 | | | | | | |
| Hospitals and institutional | 323 | | | | | | |
| Offices, banks, and professional | 324 | | | | | | |
| Public works and utilities | 325 | | | | | | |
| Schools and other educational | 326 | | | | | | |
| Stores and customer services | 327 | 4 | | $6,077 | | | |
| Other nonresidential buildings | 328 | 18 | | $593,494 | | | |
| Structures other than buildings | 329 | 10 | | $803,900 | | | |

| **Section 4** ADDITIONS, ALTERATIONS AND CONVERSIONS | Item No. (a) | PRIVATELY OWNED Number of Buildings (b) | PRIVATELY OWNED Number of Housing Units (c) | PRIVATELY OWNED Valuation of Construction *Omit cents* (d) | PUBLICLY OWNED Number of Buildings (e) | PUBLICLY OWNED Number of Housing Units (f) | PUBLICLY OWNED Valuation of Construction *Omit cents* (g) |
|---|---|---|---|---|---|---|---|
| Residential – *Classify additions of garages and carports in Item 438* | 434 | 34 | | $3,079,700 | | | |
| Nonresidential and non-housekeeping | 437 | 10 | | $38,980 | | | |
| Additions of residential garages and carports (attached and detached) | 438 | 14 | | $504,655 | | | |

| **Section 5** DEMOLITIONS AND RAZING OF BUILDINGS | Item No. (a) | PRIVATELY OWNED Number of Buildings (b) | PRIVATELY OWNED Number of Housing Units (c) | PRIVATELY OWNED Valuation of Construction *Omit cents* | PUBLICLY OWNED Number of Buildings (e) | PUBLICLY OWNED Number of Housing Units (f) | PUBLICLY OWNED Valuation of Construction *Omit cents* |
|---|---|---|---|---|---|---|---|
| Single-family houses (attached and detached) | 645 | 4 | | | | | |
| Two-family buildings | 646 | | | | | | |
| Three-and four-family buildings | 647 | | | | | | |
| Five-or-more family buildings | 648 | | | | | | |
| All other buildings, structures or mobile homes | 649 | 1 | | | | | |