

AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT

WHEREAS, Wire 3, LLC ("Franchisee") seeks to enter into a Franchise Agreement with the City of Easley (the "City") to allow Franchisee to install, operate, use, maintain, repair, replace, upgrade and remove telecommunications facilities in the City owned right-of-way; and,

WHEREAS, Franchisee is considered a telecommunications company pursuant to the definition under Section 58-9-2200 of the Code of Laws of South Carolina ("Code"); and,

WHEREAS, Franchisee holds a certificate of public convenience and necessity granted by the Public Service Commission of the State of South Carolina; and,

WHEREAS, the City is required by S.C. Code § 58-9-2230 and Section 153 (2) of Title 47 of the U.S. Code to manage its public rights-of-way on a competitively neutral and nondiscriminatory basis and is entitled to impose a fair and reasonable franchise or consent fee on a telecommunications company, or an administrative fee upon a telecommunications company that is not subject to the franchise or consent fee, for the use of the public streets and public property on a nondiscriminatory basis, to provide telecommunications services unless the telecommunications company has an existing contractual, constitutional, statutory, or other right to contract or operate in the public streets and public property, in amounts not to exceed the amounts specified in said Section 58-9-2230; and,

WHEREAS, pursuant to Section 30.42 of the City of Easley Code of Ordinances, a notice was timely published in the Greenville News stating the nature of the requested franchise; and,

WHEREAS, the purpose of this franchise is to allow Franchisee the right to install, operate, use, maintain, upgrade, repair, replace and remove telecommunication services as contemplated by the Franchise Agreement attached hereto as **Exhibit "A";** and,

WHEREAS, the City of Easley desires to enter into the Franchise Agreement attached hereto as **Exhibit "A"**, the terms of which are incorporated herein as is set forth verbatim; and,

WHEREAS, pursuant to S.C. Code § 5-7-260, the grant, renewal, or extension of a franchise shall be made by Ordinance; and,

WHEREAS, the Mayor and City Council find that it is in the best interests of the City of Easley to enter into the Franchise Agreement attached hereto as **Exhibit "A"**.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Easley, that the City Administrator is hereby authorized, empowered and directed to execute acknowledge and deliver the Franchise Agreement attached hereto as **Exhibit "A"**.

This Ordinance shall be effective upon second reading approval thereof and no further authorization is required to execute and deliver all documents related to Franchise Agreement contemplated by this Ordinance.

FIRST READING: June 8, 2026
SECOND READING: July 13, 2026

Lisa Talbert, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Bradley
City Clerk

Daniel Hughes
City Attorney

**CITY OF EASLEY, SOUTH CAROLINA FRANCHISE AGREEMENT
WITH WIRE 3, LLC**

This Franchise Agreement (hereinafter "Agreement") is made and entered into as of this [] day of July 2026 ("Effective Date"), by and between the CITY OF EASLEY, a South Carolina municipal corporation (hereinafter the "City" or "Grantor") and Wire 3 LLC, a New York limited liability company authorized to do business in South Carolina, and its successors and assigns (under entity ID 01529282) (hereinafter "GRANTEE").

WHEREAS, GRANTEE desires to use and occupy the streets and public rights-of-way (as hereinafter defined) located within the City for the purposes of constructing, installing, and maintaining network facilities for telecommunications services within and through the City; and,

WHEREAS, pursuant to Title V, Chapter 7, Section 30 of the South Carolina Code, and Title LVIII, Chapter 9, Section 2230 of the South Carolina Code, the City has the authority to grant franchises and other authorizations for the use and occupancy of the streets and public rights-of-way; and,

WHEREAS, GRANTEE holds a certificate of public convenience and necessity granted by the Public Service Commission of the State of South Carolina; and,

WHEREAS, the City is agreeable to allowing GRANTEE to use the streets and public rights-of-way, subject to the terms and conditions hereinafter set forth and subject to any lawful telecommunications regulatory ordinance that may be adopted by the City in the future; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and GRANTEE agree as follows:

Section 1. Grant of Authority. (a) Subject to the terms of this Agreement, the City hereby grants to GRANTEE the non-exclusive right to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace fiber optic or other cable and related facilities for the provision of telecommunications service in the public streets and public rights-of-way in the City. GRANTEE shall be solely responsible for obtaining any required consents from State agencies or private parties to the extent that its operations affect State or private property.

(b) GRANTEE acknowledges that this grant of authority is for the benefit of GRANTEE only, and that GRANTEE is not authorized to lease, sublease, assign, or otherwise allow other providers to use or occupy the public rights-of-way except in accordance with provisions of Section 12(j) of this Agreement.

(c) GRANTEE acknowledges that, to the extent allowed by State and Federal law, the City has the authority to adopt ordinances regulating the use of the public rights-of-way, so long as such ordinances apply equally to all certificated providers of telecommunications services and are related to using the public streets and public rights-of-way in the City. GRANTEE agrees to be bound by all such future lawful ordinances so long as it operates telecommunication services or has property or equipment within the public streets or rights-of-way located in the City.

(d) This Agreement is not a grant by the City of any fee simple or other property interest except as expressly contemplated by this Agreement and is made subject and subordinate to the prior and continuing right of the City to use the public streets and public rights-of-way occupied by GRANTEE for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles and other equipment for municipal uses and with the right of ingress and egress, along, above, over, across and in said public streets and public rights-of-way.

(e) This Agreement shall be in full force and effect from and after the date of its approval by the City Council governing body; provided, however, that notwithstanding such approval, this Agreement shall not become effective until all required bonds, certificates of insurance and other instruments required by this Agreement have been filed with, and accepted and approved by the City, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

Section 2. Definitions. For the purpose of this Agreement, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

"Affiliate" means a person or entity that directly, or indirectly, through one or more intermediaries, owns, controls, is owned or controlled by, or is under common ownership or control with another person or entity.

"Cable service" shall have the same meaning as in the 47 U.S. Code § 522 and shall be synonymous with the term "cable television service."

"City" means the City of Easley, South Carolina, and where appropriate to the context, its officers, agents, employees, and volunteers.

"City Attorney" means the City Attorney or his designee.

"City Council" means the City Council of the City of Easley.

"City Engineer" means the City Engineer or his designee.

"City Administrator" means the City Administrator or his designee.

"City Property" means and includes all real property owned by the City, including all property held in a proprietary capacity by the City.

"Conduit" means any materials, such as metal or plastic pipe, that protects wire, cable, lines, fiber optic cable, or other technology for the provision of telecommunications service.

"Duct" means a pipe, tube, channel, or similar item for carrying wires, lines, cables, fiber optic cable, or other technology for the provision of telecommunications service.

"Fiber optic or other cable and related facilities" means fiber optic cables or other cables, facilities, conduits, converters, splice boxes, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances and related facilities located or to be located by GRANTEE in the public streets or rights-of-way of the City used or useful for the transmission of telecommunications services.

"GRANTEE" means Wire 3 LLC.

"Grantor" means the City of Easley or City.

"Public streets and public rights-of-way" or "public ways" include the surface of, and the space above and below, any public street, road, highway, avenue, sidewalk, way, bridge, viaduct, alley or other public right-of-way, including unimproved surfaces, now or hereafter held by the City for the purpose of public travel, communications, alarm, street lighting, power distribution, water or sewer service or other public use, whether present or future, to the extent of the City's right, title, interest, or authority to grant a franchise to occupy and use such streets and easements for the purpose of providing

telecommunications services.

"Public works project or public improvements" include, without limitation, the construction, realignment, paving or repaving, or other work on any public street or public right-of-way, change of grade or alignment of any public street or public right-of-way, the construction or reconstruction of any water, sanitary sewer, storm sewer, force main, drainage, or communications facility of the City.

"Telecommunications facilities" means the plant, equipment, and property, including, but not limited to, the poles, pipes, mains, conduits, ducts, fiber optic, and other cables, circuits, and wires, and any other equipment and property used by GRANTEE to provide telecommunications service.

"Telecommunications service" means the providing or offering for rent, sale, or lease, or in exchange for other value received, the transmittal of signals, including but not limited to, voice, data, image, graphic, or video or other programming information, except cable television service, between or among points by wire, lines, cable, fiber optics, circuits, laser or infrared, microwave, radio, satellite, or other telecommunications facilities, but not including cable television service.

Section 3. Term of Agreement. The term of this Agreement shall be for an initial term of twenty (20) years, commencing on the Effective Date ("Initial Term"). Unless either party gives ninety (90) days written notice of its intention to terminate the Agreement prior to the end of the Initial Term, the Agreement shall thereafter automatically renew for up to three (3) additional ten (10) year terms, for a maximum of fifty (50) years (each a "Renewal Term" and altogether or separately the "Term"); however, such renewal shall not automatically occur if a material, uncured breach has not been remedied and the non-breaching party provides ninety (90) days' written notice prior to the end of a Renewal Term. Upon termination of this Agreement as herein provided, and unless the parties are in active good faith negotiation of a replacement agreement or otherwise agree in writing to an extension, GRANTEE shall be prohibited from further access to the public rights-of-way in the City unless otherwise agree upon in writing in a separate instrument.

Section 4. Compliance With Applicable Law. GRANTEE shall at all times during the Term of this Agreement comply with all applicable federal, state, and local laws, ordinances, and regulations. Expressly reserved to the City is the right to adopt, in addition to the provisions of this Agreement and existing laws, such additional ordinances and regulations as are necessary for the lawful exercise of its police power for the benefit and safety of the public.

Section 5. Construction; Location or Relocation of Facilities. All GRANTEE facilities shall be constructed, installed, and located according to the terms and conditions contained herein, unless otherwise specified by the City.

5.1. Grantee shall place telecommunication facilities underground when commercially reasonable and subject to the rights and obligations set forth in Sections 5.8 and 5.9 below. Commercially reasonable means, with respect to any action required to be made, attempted or taken by GRANTEE under this Section 5.1, the level of effort in light of the facts known to GRANTEE at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action without a material increase in costs incurred by GRANTEE; (b) is consistent with industry practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

5.2 Whenever all existing electric utilities, cable facilities, or telecommunications facilities are located underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall also install its telecommunications facilities underground.

5.3. Whenever existing overhead electric utilities, cable facilities, or telecommunications facilities are relocated underground within a particular segment of a street or public right-of-way of the City, GRANTEE shall relocate its facilities underground within a reasonable amount of time after notification by the City that such facilities must be relocated. Absent extraordinary circumstances or undue hardship as reasonably determined by the City, such relocation shall be made concurrently to minimize the disruption of the public streets or public rights-of-way.

5.4. GRANTEE shall obtain all required permits for the construction or installation of its facilities as required in this Agreement prior to performing any work in the street or public right-of-way of the City, provided, however, that nothing in this Agreement shall prohibit the City and GRANTEE from agreeing to an alternative plan to review permit and construction procedures, provided such alternative procedures provide substantially equivalent safeguards for responsible construction practices.

5.5. In the performance and exercise of its rights and obligations under this Agreement, GRANTEE shall not interfere in any manner with the existence and operation of any public street and public or private right-of-way, sanitary sewer, water line, storm drain gas main, pole, overhead or underground electric and telephone wires, television cables, public works, facilities of other telecommunication providers, or City Property, without the

prior approval of the City, which approval shall not be unreasonably conditioned, withheld, or delayed.

5.6. Except as may be expressly provided herein, nothing in this Agreement shall be construed to abrogate or limit the right of the City to perform any public works or public improvements. If any facilities of GRANTEE interfere with the construction, operation, maintenance, repair or removal of such public works or public improvements, within ninety (90) days after receipt of written notice from the City (or such other period of time set forth in Section 5.7 or as may be agreed upon in writing by the City and GRANTEE), GRANTEE shall, at its own expense protect, alter, remove or relocate facilities, as directed by the City Administrator or City Engineer. If GRANTEE fails to so protect, alter, remove, or relocate equipment within such period, then after providing written notice of at least five (5) business days the City may break through, remove, alter, or relocate the facilities of GRANTEE without any liability to City, and GRANTEE shall pay to the City the actual and industry-standard costs incurred in connection with such breaking through, removal, alteration, or relocation. GRANTEE shall also reimburse the City for or bear any additional cost actually incurred by the City as a result of GRANTEE's failure to comply with the City's request to protect, alter, or remove equipment under this Agreement. The City may collect such costs, and any reasonable expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by first delivering a written demand or notice to GRANTEE and ultimately by bringing action in any court of competent jurisdiction or exercising the City's rights to draw on bonds or in any other lawful manner, individually or in combination.

5.7. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways or other areas of the City as the City may determine to be necessary, appropriate, or useful in response to any life-threatening emergency. The City will endeavor to provide prior notice to GRANTEE of such emergencies which may impact its telecommunications facilities and to coordinate the cutting or removal of any telecommunication facilities with Grantee. If City is unable to provide prior notice of the life-threatening emergency as described above, City shall notify GRANTEE within twenty-four (24) hours of the occurrence of such emergency.

5.8. The facilities of GRANTEE shall be located so as not to interfere with public safety or, to the extent possible, with the convenience of persons using the public streets or rights-of-way. GRANTEE shall construct, maintain, and locate its telecommunications system so as not to interfere with the construction, location, and maintenance of sewer, water, drainage, electrical, signal, and fiber optic facilities of the City.

5.9. The City shall have the right to specifically designate the location of the facilities of GRANTEE with reference to sewer and water mains, drainage facilities, fiber optic cable, signal poles and lines and similar services, other facilities, such as public telephone utilities, public electric utilities, cable television facilities, and railway, communication, and power lines, in such a manner as to protect the public safety and public and private property. Failure by the City to designate the location of GRANTEE's facilities shall not relieve GRANTEE of its responsibilities in matters of public safety, as provided in this Agreement.

5.10. Except in the cases of emergencies, GRANTEE shall not move, alter, change, or extend any of its telecommunications system in any public street or public right-of-way unless prior written notice of its intention to do so is given to the City Administrator and permission in writing to do so is granted, or such requirement is waived, by the City Administrator. The City Administrator shall either approve or deny GRANTEE's request to relocate its facilities within five (5) days of receipt of GRANTEE's request. Such permission shall not be unreasonably withheld, conditioned, or delayed by the City Administrator and shall only be conditioned upon compliance with the terms and conditions of this Agreement, with such other terms and conditions as will preserve, protect, and promote the safety of the public using the public ways, and as will prevent undue interference with or obstruction of the use of the public ways by the public, the City or by any other public utility, public service corporation or cable operator for their respective purposes and functions. Such work by GRANTEE shall also be coordinated with the City's annual paving program through the Office of the City Engineer.

5.11. GRANTEE shall not open, disturb, or obstruct, at any time, any more of the public streets or public rights-of-way than is reasonably necessary to enable it to proceed in laying or repairing its telecommunications system. GRANTEE shall not permit any public street or public right-of-way so opened, disturbed, or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. In all cases where any public street or public right-of-way is excavated, disturbed, or obstructed by GRANTEE, GRANTEE shall take all commercially-reasonable and standard precautions necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to adequately give notice, protection, and warning to, the public of the existence of all actual conditions present.

5.12. After the installation, removal, relocation, construction, or maintenance of the fiber optic or other cable and related facilities is completed, GRANTEE shall, at its own cost, repair and return the public streets or public rights-of-way to a minimum

of the same or similar condition existing before such installation, removal, relocation, construction, or maintenance, in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City. GRANTEE shall be responsible for damage to City street pavements, existing utilities, curbs, gutters, and sidewalks due to GRANTEE's installation, construction, maintenance, repair, or removal of its telecommunications facilities in the public streets, public rights-of-way, and shall repair, replace, and restore in kind, the said damaged property at its sole expense. Upon failure of GRANTEE after sixty (60) days of its receipt from City of notice in writing to repair, replace, and restore said damaged property in a manner as may be reasonably specified by the City and to the reasonable satisfaction of the City, the City may cause such necessary repairs to be made and may collect the actual and reasonable costs incurred from GRANTEE, including but not limited to, exercising the City's rights to draw on bonds. The City may collect such costs, and any expenses and attorney fees incurred in collecting such costs, as debts owed to the City, by bringing an action in any court of competent jurisdiction or in any manner allowed by law.

5.13. Neither GRANTEE, nor any person acting on GRANTEE's behalf, shall take any action or permit any action to be done which may impair or damage any City Property more than is reasonably necessary to enable GRANTEE to install or repair its telecommunications system, including, but not limited to, any public street, public right-of-way or other property located in, on or adjacent thereto.

5.14. In the event of an unexpected repair or emergency, GRANTEE may commence such repair and emergency response work as required under the circumstances, provided GRANTEE shall notify the City as promptly as possible before such repair or emergency work is started or as soon thereafter as possible if advance notice is not practicable.

5.15. GRANTEE shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state, and local requirements, laws, ordinances, and regulations.

5.16. GRANTEE shall at all times employ a commercially-reasonable standard of care according to industry standards and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public.

5.17. GRANTEE shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and

shall comply with all terms and conditions of any such permit. GRANTEE shall furnish detailed plans of the work and other required information prior to issuance of a permit. GRANTEE shall comply with all applicable ordinances and permitting requirements.

A single permit may be issued for multiple excavations to be made in public streets and rights-of-way. Exceptions to the requirement for a written permit may be allowed in cases of emergencies involving public safety or restoration of service. In the case of emergency excavations made in a public street or public right-of-way without a permit, GRANTEE shall make a report of each such excavation to the City within two (2) working days. Any permit application and inspection related to repair of excavations shall be promptly acted upon by the City so as not to unreasonably delay GRANTEE in efficiently discharging its public service obligation and in any event shall be granted or denied within thirty (30) days from submission and, if denied, accompanied by a written explanation of the reasons the permit was denied and the actions required to cure the denial.

5.18. (a) Promptly after installation, repair, or extension of the telecommunications system or any portion thereof or any pavement cut by GRANTEE in any public way of the City, the incidental trenches or excavations shall be refilled by GRANTEE in a manner acceptable to the City Administrator. Pavement, sidewalks, curbs, gutters, or any other portions of public ways damaged, disturbed, or destroyed by such work shall be promptly restored and replaced with like materials to their former condition by GRANTEE at its own expense; however, where it is necessary and if authorized by the City in order to achieve the former conditions, GRANTEE shall use materials whose type, specification, and quantities exceed or are different from those used in the installation, then GRANTEE at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk or paving, rather than replacing only the area actually cut GRANTEE shall replace the full width of the existing sidewalk or appropriate sections of paving as reasonably determined by the City Engineer; such sections are identified as being the full length of the section or sections cut, with a section being defined as that area marked by expansion joints or scoring or as determined by the City Engineer. GRANTEE shall maintain, repair, and keep in good condition for a period of one (1) year following such disturbance all portions of public ways disturbed by GRANTEE, provided such maintenance and repair shall be necessary because of defective workmanship or materials supplied by GRANTEE.

(b) All trees, landscaping, and grounds removed, damaged, or disturbed as a result of the construction, installation, maintenance, repair, or replacement of

telecommunications facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work. All restoration work within the public ways or other areas shall be done in accordance with landscape plans approved by the City.

5.19. (a) GRANTEE shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by GRANTEE in the installation, operation, maintenance, or extension of GRANTEE's telecommunications system. Any such obstruction, damage, or defect which is not promptly removed, repaired, or corrected by GRANTEE after thirty (30) days' written notice from the City to do so may be removed or corrected by the City, and the actual and documented cost thereof shall be charged against GRANTEE and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, telecommunication facilities, or other property resulting from construction or maintenance of GRANTEE telecommunications system shall be borne by GRANTEE and any and all actual and documented expense and cost incurred in connection therewith by the City shall be fully reimbursed by GRANTEE to the City.

(b) If weather or other conditions do not permit the complete restoration required by this Section, GRANTEE shall temporarily restore the affected property. Such temporary restoration shall be at GRANTEE's sole expense and GRANTEE shall only be required to make reasonable, temporary restorations based on the conditions. GRANTEE shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(c) GRANTEE or other person acting on its behalf shall use suitable barricades, flags, flaggers, lights, flares, and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of such work in or affecting such ways or property and shall comply with all federal, state, and local laws and regulations, including, but not limited to, the flagging requirements of the South Carolina Department of Transportation.

5.20. Except in the case of the City's negligence or intentional or willful misconduct, the City, its officers, agents, or employees, shall not be liable for any damage to or loss of any of GRANTEE's telecommunications services or telecommunications facilities within the public ways or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

5.21. GRANTEE shall cooperate with the City in coordinating its construction activities as follows:

(a) GRANTEE shall provide the City with a schedule of its proposed construction activities prior to commencing any expansion of its backbone system;

(b) Upon request, GRANTEE shall meet with the City and other users of the public ways to coordinate construction in the public ways; and

(c) All construction locations, activities, and schedules shall be coordinated, as directed by the City Engineer, to minimize public inconvenience, disruption, or damages. GRANTEE shall submit a written construction schedule to the City Engineer at least ten (10) working days before commencing any work in or about the public streets or public rights-of-way. GRANTEE shall further notify the City Engineer not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the South Carolina Underground Facility Damage Prevention Act, South Carolina Title 58, Chapter 36.

Section 6. Mapping. (a) GRANTEE shall maintain an accurate map of its telecommunications facilities in the City. GRANTEE shall provide the City with "as built" drawings and an accurate map or maps showing the location of its facilities, including pole lines and conduit lines and any other related and applicable facilities requested by the City, to include a digitized map(s) in both printed and electronic form. GRANTEE shall, upon request, provide updated maps annually of telecommunications facilities in the City.

(b) If any of the requested information of GRANTEE in this Agreement is considered proprietary, confidential, or a trade secret, GRANTEE will notify the City of this opinion and the City will keep such information confidential to the extent permitted by the South Carolina Freedom of Information Act (South Carolina Code Title 30 Chapter 4) or other any successor statute or law. As for new installations, after the effective date of this franchise, GRANTEE shall submit the proposed Mapping of its plans for new construction to the City prior to any construction. As-built drawings of any new construction of facilities shall be furnished to the City within sixty (60) days of completion of such construction. All as-built maps and drawings shall be drawn to scale and reference to a physical City benchmark to the extent the physical benchmark is in reasonable proximity to GRANTEE new installation. All mapping shall be provided in a format compatible to the City's present and future mapping systems. Alternatively, GRANTEE will pay for the cost of making the mapping compatible.

(c) Prior to its installation of any Telecommunications facilities in the public streets or public rights-of-way and after GRANTEE provides the City with its proposed plans for the Telecommunications facilities, the City may in its reasonable discretion designate certain locations to be excluded from use by GRANTEE for its Telecommunications facilities, including, but not limited to, ornamental or similar specially designed streets lights or other facilities or locations which, in the reasonable judgment of the City Engineer, do not have electrical service adequate for or appropriate for GRANTEE's facilities or cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the City Engineer is incompatible with the proposed Telecommunications facilities or would be rendered unsafe or unstable by the installation. The City Engineer may further exclude certain other facilities that have been designated or planned for other use or are not otherwise proprietary, legal, or other limitations or restrictions as may be reasonably determined by the City. In the event such exclusions conflict with reasonable requirements of GRANTEE, the City will cooperate in good faith with GRANTEE to attempt to find suitable alternatives, if available, provided that the City shall not be required to incur financial costs nor require the City to acquire new locations for GRANTEE. GRANTEE shall, prior to any excavation or installation within the public streets or public rights-of-way, provide sufficient notification and joint installation opportunity on a shared cost basis to potential users of the public streets or public rights-of-way as may be provided for by a separate City policy. Such notification and adopted policies shall be designed to maximize co-location of providers to minimize the disturbance to the public streets or public rights-of-way and maximize its useable capacity.

Section 7. Insurance Requirements. At all times during the Term of this Agreement, GRANTEE shall, at its expense, maintain the following insurance policies. Any required insurance shall be in a form and with an insurance company authorized to do business in South Carolina and have a rating of no less than A VII by A.M. Best Co.

(a) *Commercial General Liability.* Commercial General Liability insurance coverage on an occurrence basis insuring against all claims, loss, cost, damage, expense, or liability from loss of life or damage or injury to persons or property arising out of any of the work or activity under or by virtue of this Agreement. The minimum limit of liability for such coverage shall be Two Million Dollars (\$2,000,000) combined single limit for any one occurrence. However, the parties acknowledge that GRANTEE may meet the policy limit in this section by combination of GRANTEE's General Commercial Liability Policy and GRANTEE's Umbrella or Excess Liability Policy.

(b) *Contractual Liability.* Broad form Contractual Liability insurance, including

the indemnification obligations of GRANTEE set forth in this Agreement.

(c) *Workers' Compensation.* Workers' Compensation insurance covering GRANTEE's statutory obligation under the laws of South Carolina and Employer's Liability insurance for all its employees engaged in work under this Agreement.

(d) *Automobile Liability.* Automobile Liability insurance having minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.

(e) *Pollution Liability Insurance.* GRANTEE shall maintain during the life of this Agreement Pollution Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each occurrence. Coverage shall be provided for bodily injury and property damage resulting from pollutants which are discharged suddenly and accidentally. Such insurance shall also provide coverage for cleanup costs.

(f) *Umbrella Coverage.* The insurance coverages and amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of Five Million Dollars (\$5,000,000).

(g) Prior to commencing construction pursuant to this Agreement or within ten (10) days after the granting of the franchise contemplated by this Agreement, whichever is sooner, GRANTEE shall provide the City with a memorandum certificate or certificates of insurance, showing the type, amount, effective dates, and date of expiration of the policies, and thereafter prior to the expiration of any such policy or change in the amount or conditions, of coverage. Such certificate or certificates and evidence of insurance shall include the City, its officers, agents, and employees as additional insureds. GRANTEE shall obtain a written obligation on the part of each insurance company to notify GRANTEE at least thirty (30) days before cancellation or a material change of any such insurance. Upon receipt of such notice from GRANTEE's insurance company, GRANTEE will immediately notify the City of any of the required coverages that are not replaced.

Section 8. Surety.

(a) Within ten (10) days after the Effective Date of this Agreement, and prior to the commencement of any construction by GRANTEE, GRANTEE shall furnish and file with the City an irrevocable bond, in a form and by a surety authorized to do business in South Carolina, in the amount of Fifty Thousand Dollars (\$50,000) securing its faithful

performance of the terms and conditions of this Agreement. GRANTEE shall maintain such bond for the duration of this Agreement, unless otherwise agreed to in writing by the City. Failure to maintain the bond shall be deemed a material default by GRANTEE of this Agreement.

The bond shall guarantee GRANTEE's faithful performance of the terms and conditions of this Agreement, including, but not limited to: (1) the timely completion of construction; (2) compliance with applicable plans, permits, technical codes and standards; (3) proper location of the facilities as specified by the City; (4) restoration of the public ways and other property affected by the construction as required by this Agreement; (5) the submission of "as-built" drawings after completion of the work as required by this Agreement; (6) timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the work; and (7) the payment by GRANTEE of all lawful liens, taxes, damages, claims, costs, or expenses which the City has been compelled to pay or has incurred by reason of any act or default of GRANTEE under this Agreement and all other payments due the City from GRANTEE pursuant to this Agreement.

(b) Whenever the City determines that GRANTEE has violated one (1) or more terms, conditions, or provisions of this Agreement for which relief is available against the bond, a written notice shall be given to GRANTEE. The written notice shall describe in reasonable detail the violation so as to afford GRANTEE an opportunity to remedy the violation. GRANTEE shall have thirty (30) days following receipt of the notice in which to correct the violation before the City may make demand upon the bond. Failure to maintain the bond shall be a material default under this Agreement.

(c) Such bond shall be in addition to any performance, defect bond, or other surety required by the City in connection with the issuance of any construction or any successor ordinance.

Section 9. Indemnification. GRANTEE agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against all claims, demands, losses, damages, liabilities, fines, and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the losses), arising out of any breach by GRANTEE of the terms and conditions of this Agreement, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees, and agents. In addition, GRANTEE shall protect, indemnify, and hold harmless the City, its officers, agents, and employees, from any and all demands for fees, claims, suits, actions, causes of action, or judgments

based on the alleged infringement or violation of any patent, invention, article, arrangement, or other apparatus that may be used in the performance of any work or activity arising out of the use of any Telecommunication facilities or the provision of Telecommunication service, except to the extent proximately caused by the negligence or willful misconduct of the City, its officers, employees or agents.

The City is a governmental entity and political subdivision of the State of South Carolina and enjoys sovereign immunity, as well as the imposition of duties and protections afforded by the South Carolina Tort Claims Act. Although the City cannot, by law, hold harmless and indemnify any contracting party, subject to the application of the aforementioned laws and to the limits of its insurance, the City agrees that GRANTEE shall not be liable from and against all claims, liabilities, penalties, fines, costs, damages, losses, causes of action, suits, demands, judgements and expenses (including, court costs and attorney's fees) of any nature, kind or description of any acts of negligence by the City, or its employees and agents, related to the City's breach of the terms and conditions of this Agreement.

Section 10. Hazardous Substances. In its performance of this Agreement, GRANTEE shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under this Agreement, and in any event GRANTEE shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances, or waste. Regardless of the City's acquiescence, GRANTEE shall indemnify and hold the City, its officers, agents, employees, and volunteers harmless from all costs, claims, damages, causes of action, liabilities, fines, or penalties, including reasonable attorney's fees, resulting from GRANTEE's violation of this section and agrees to reimburse City for all costs and expenses incurred by the City in eliminating or remedying such violations. GRANTEE also agrees to reimburse the City and hold the City, its officers, agents, employees, and volunteers harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of GRANTEE's use or release of any hazardous substance or waste onto the ground, or into the water or air from, near or upon the City's premises. For purposes of this Section, the following definitions shall apply:

"Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery

Act (42 U.S.C 6901, *et seq.*), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, *et seq.*), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, *et seq.*), as amended, and the Toxic Substances Control Act (15 U.S.C. 2601, *et seq.*), as amended.

As used in this Section, "release" includes the placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any substance.

Section 11. Fees

(a) In consideration of the grant of authority to utilize the streets and public places of the City for the provision of Telecommunications Service, and in accordance with Applicable Law and ordinances, GRANTEE shall pay such franchise fees, business license taxes, and administrative fees as are presently permitted by Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, and as may be enacted and imposed by the City. GRANTEE shall also pay all such ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the City. Provided, however, that in the event that Article 20 of Chapter 9 of Title 58 of the 1976 Code of Laws of South Carolina, as enacted in 1999, or other laws governing franchise fees, business license taxes and/or other fees with respect to Telecommunications Service shall be substantially modified by subsequent legislation or court decision, the provisions herein contained shall be brought into conformity with the changes in the Applicable Law by appropriate amendment to this ordinance. If the limitations on the amount of franchise fees, administrative fees, and business license taxes on Telecommunications Service providers presently contained in said statute shall be removed or modified, the City will be free, by amendment to this ordinance, to impose such fair, reasonable, competitively neutral, and non-discriminatory fees and taxes as may then be permitted by that statute or by such Applicable Law as may then govern; GRANTEE will be free to challenge any fee structure not in compliance with Applicable Law.

(b) For the use of the Right of Way, as defined by S.C. Code Section 58-9-2230, to provide Telecommunications Service, GRANTEE shall pay to the City a franchise fee in the amount of \$1,000.00 per annum which fee is in lieu of any permit fee, encroachment fee, degradation fee, or other fee assessed on a Telecommunications Service provider for use of the Right of Way to the extent required by S.C. Code Section 58-9-2230. The initial franchise fee shall be paid to City on or before the effective date, and thereafter on January 2 of each calendar year this Agreement remains in effect.

(c) Interest will be charged on any late payment at the maximum rate permitted under state law, or if there is no such rate, the interest will be 1.5% per month a payment is late.

Section 12. General provisions.

(a) *Authority.* GRANTEE warrants and represents that it has obtained all necessary and appropriate authority and approval from all applicable federal and state agencies or authorities to provide all telecommunications facilities and services it intends to provide within the City, and upon request by the City will provide evidence of such authority.

(b) *Other remedies.* Nothing in this Agreement shall be construed as waiving or limiting any rights or remedies that the City or GRANTEE may have at law or in equity for enforcement of this Agreement.

(c) *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(d) *Nonenforcement.* Neither party shall be excused from complying with any of the provisions of this Agreement by any failure of the other party, upon any one or more occasions, to insist upon strict performance of this Agreement or to seek the other party's compliance with any one or more of such terms or conditions of this Agreement.

(e) *Conflicts of law.* If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

(f) *Controlling law and venue.* By virtue of entering into this Agreement, GRANTEE agrees and submits itself to a court of competent jurisdiction in the City, South Carolina or in the United States District Court for the District of South Carolina, and further agrees that this Agreement is controlled by the laws of South Carolina or any applicable federal laws and that all claims, disputes and other matters shall be decided only by such court according to the laws of South Carolina or any applicable federal laws or by any regulatory body with jurisdiction, including the Federal Communications Commission.

(g) *Captions.* The section captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) *Nondiscrimination.* During the performance of this Agreement, GRANTEE agrees that it will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, handicap, or national origin. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. GRANTEE, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE, will state that GRANTEE is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(i) *Notices.* (a) Notices given pursuant to this Agreement shall be in writing and addressed as follows:

To the City: City Administrator
 205 N. 1st Street
 Easley, SC 296

With a Copy to: Daniel R. Hughes, City Attorney
 P.O. Box 449
 Greer, SC 29640

To GRANTEE: Wire 3
 100 LaCosta Ln, Ste 120
 Daytona Beach, FL 32114

With a Copy to: []

(b) Either party may change the address at which it will receive notices by providing written notice of the change to the other party.

(j) *Assignment.* GRANTEE may assign or transfer this Agreement or any interest therein with the City's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned by GRANTEE without City's written consent to any entity that purchases substantially all of the assets or ownership interests of the GRANTEE; any entity that results from a merger, consolidation, or restructuring of the GRANTEE; or, any entity that assumes control of the GRANTEE. Upon such assignment by [], the successor entity assuming the Agreement shall execute a written document that the successor entity shall fully perform the obligations of [] under this Agreement and shall be entitled to all of []'s rights herein ("Assignment and Assumption Agreement"). [] shall provide City with a copy of the executed Assignment and Assumption Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

WIRE 3 LLC

By: _____

Name: _____

Title: _____

State of _____
City/County of _____,

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, of [_____], a New York limited liability company authorized to do business in South Carolina.

Notary Public

My commission expires: _____

My registration number: _____

CITY OF EASLEY
a South Carolina municipal corporation

By: _____
City Administrator

(SEAL)

ATTEST: _____
Jennifer Bradley, City Clerk

STATE OF SOUTH CAROLINA
CITY OF EASLEY, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Tom Couch, City Administrator of the City Administrator of the City of Easley, on its behalf. He/She is personally known to me.

Notary Public

My commission expires: _____
My registration number: _____

Approved as to Legal Sufficiency:

City Attorney

ORDINANCE NUMBER 2026-19

AN ORDINANCE AMENDING TITLE XI (“BUSINESS REGULATIONS”) OF THE EASLEY CODE OF ORDINANCES TO ADD CHAPTER 123 (“SOLICITORS, CANVASSERS, AND PEDDLERS”)

WHEREAS, the City of Easley City Council at various times reviews the city ordinances to make necessary improvements and/or changes; and,

WHEREAS, while most business transactions begin with consumers initiating contact with merchants at the merchants’ stores or other forums advertised by merchants, business initiated by solicitors, canvassers and peddlers (hereinafter “solicitor” or collectively, “solicitors”) are made through unsolicited visits to the homes or business of consumers. The purpose of the amendments to Title XI contained herein is to address the unique nature of such door-to-door sales so that the City can better protect a consumer who makes contact and/or purchases from a solicitor who comes to the consumer’s home or business; and,

WHEREAS, the City of Easley City Council believes that the regulations set out in this ordinance are in the best interests of and promote the health, safety, and general welfare of the citizens, residents, and visitors of the City.

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Easley, as follows:

*NOTE: Language in section 1 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and *** represents sections of the Ordinance that have been skipped and remain unchanged.*

Section 1. To amend Title XI (“Business Regulations”) by adding Chapter 123 (“Solicitors Canvassers, and Peddlers”) to Code of the City of Easley as follows:

TITLE XI – BUSINESS REGULATIONS

CHAPTER 123. SOLICITORS, CANVASSERS, AND PEDDLERS

Sec. 123.01. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

No soliciting signs means that the resident or business of the dwelling or business does not want to receive unsolicited communication or contact, prohibiting solicitors from contacting the homeowner or business without being requested or invited.

Permit means the permit required for solicitors or a sponsor business.

Permit fee means the permit fee established by the City of Easley Comprehensive Fee Schedule to operate as any non-exempt solicitor or sponsor business.

Solicitors, canvassers, and peddlers (hereinafter individually as a "solicitor" or collectively as "solicitors") means any person who, resident or not, traveling by foot, bicycle, any type of motor vehicle, or any type of conveyance, going from place to place, homes, businesses or streets, public or private, who offers or attempts to offer for sale any item of goods, wares and merchandise or service for present or future delivery, or any person selling any product on a temporary basis from any area outside a building within the city. This may include photographs, prints, magazines, clothing, fixtures, machines, appliances and any other things to be made, manufactured or produced.

Solicitors, canvassers, and peddlers ID card (collectively "solicitors ID card") means a non-transferable identification card issued by the city which provides consumers with information sufficient to determine if they wish to interact with the solicitor. The ID card must identify the goods or services the solicitor is selling, and the date the ID card expires.

Sponsor business means any corporation, LLC, partnership, individual proprietorship or nonprofit business that employs or contracts with solicitors.

Sec. 123.02. Permit and fees.

- (a) Sponsor businesses and solicitors shall acquire a business license solicitors' permit, and solicitors ID card prior to operating in the City and shall be subject to the regulations set forth herein, the terms of the permit, and Chapter 123 of the Easley City Code of Ordinances.
- (b) The fee for the solicitors permit and solicitors ID card shall be set by Easley City Council in the City of Easley Comprehensive Fee Schedule.

Sec. 123.03. Requirements.

Applicants for a solicitor's permit must submit the following information and payment, as applicable to the City, at least five days prior to the date they begin operating in the City:

- (1) Business license application and payment of the business license tax for the solicitors or the sponsor business, as applicable under Chapter 110 – Business License.
- (2) Solicitor's permit application, payment of the solicitor's permit fee and solicitors' ID card fee for each solicitor.
- (3) A copy of each solicitor's state issued driver's license or identification card.
- (4) A background check will be performed for every solicitor by the City. If an applicant is found to have been convicted of any of the following offenses, regardless of the timeframe, he or she will not be allowed to operate as a solicitor.
 - a. Any form of abuse.
 - b. Any form of assault/battery.
 - c. Any crime of a sexual nature.
 - d. Homicide or manslaughter.
 - e. Attempted murder.

- f. Domestic violence.
 - g. Child neglect.
 - h. Felony drug crimes.
 - i. Felony DUI.
 - j. Animal cruelty.
 - k. Felony theft.
 - l. Robbery.
 - m. Felony forgery/fraud.
 - n. Kidnapping.
 - o. Arson.
 - p. Weapons violation.
 - q. Any crime involving children.
 - r. Two misdemeanors (excluding traffic violations not listed above) or felonies, other than those listed above, within the previous five years will result in automatic disqualification.
- (5) The City will verify the status of each person applying for a solicitor's permit with the South Carolina Public Sex Offender Registry website. Any person whose name appears on the registry is automatically disqualified.
- (6) Applicant must pay all applicable fees and taxes associated with the business license, and all ad valorem and sales tax, state and local hospitality and accommodations taxes, county taxes and/or other similar taxes, as required.
- (7) Upon receiving a business license and solicitors' permit, the licensee and permittee shall be subject to the requirements contained in this article and chapter 110 of the Easley City Code, and the failure to do so may result in the revocation or suspension of the business license or the issuance of an ordinance summons pursuant to section 123.06.

Sec. 123.04. Rules and regulations.

All solicitors must adhere to the following:

- (1) Must wear picture ID provided by sponsored business and obtain and carry a city solicitor's permit and business license.
- (2) The solicitor's state issued driver's license or identification card will be at all times carried and available for inspection of any law enforcement or code enforcement agency, department, or personnel.
- (3) Must only solicit between the hours of 9:00 am and 7:00 pm, Monday through Saturday, and not at any time on Sundays, except by invitation or appointment.
- (4) Entering upon a subdivision or private property where there is clear posting of "no soliciting" is prohibited.

- (5) Must leave any premise and not return after having been notified to leave by the owner or occupant of property.
- (6) Solicitation is prohibited of any occupants of vehicles being operated on any public right of way, moving, stopped or parked.
- (7) Solicitors operating upon commercial property or commercially zoned property must obtain permission from the property owner to be located on the property, and proof of permission must be provided to the city at time of application.
- (8) It shall be unlawful to make false or fraudulent statements regarding the quality of goods, wares, merchandise or services that are being offered.
- (9) Any device which produces offensive or loud noise to attract customers is prohibited.
- (10) The use of profanity, indecent, abusive, or threatening language or behavior is prohibited.
- (11) The sale or offer to sale by solicitors of dangerous or hazardous materials such as firearms and ammunition, explosives, and flammable gases and liquids is prohibited.

Sec. 123.05. Exemptions.

- (a) Fairs, festivals, etc. Any nonprofit organization sponsoring a community-oriented fundraiser, fair, festival, musical or theatrical performance, or similar event, upon proper application, shall be granted a single solicitor permit at no cost to cover all bona fide participants in such event who are solicitors provided the event is at a location under the control of the sponsoring organization and provided the sponsoring organization maintains a list of bona fide participants.
- (b) Sales or distributions made by non-profit organizations shall, upon proper application, be granted a single solicitor's permit and solicitor's ID card for each participant at no cost.
- (c) Youth and student-based organizations are exempt from background check(s) and a permit fee as required herein.

Sec. 123.06. Violations.

Any person violating any provision of this article shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than 30 days, or both, upon conviction.

Section 2: That the amendments contained herein shall be effective upon second and final reading of this Ordinance.

Section 3: Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

ADOPTED this _____ day of _____, 2026.

CITY OF EASLEY, SOUTH CAROLINA

Lisa Talbert, Mayor

ATTEST:

Jennifer Bradley, Municipal Clerk

Approved as to Form:

Daniel Hughes, City Attorney

AN ORDINANCE OF THE CITY OF EASLEY, SOUTH CAROLINA, ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF EASLEY; DESIGNATING THE PROPERTY OFFICE / INSTITUTIONAL (OI) ON THE OFFICIAL ZONING MAP; ADOPTING A COMMERCIAL FUTURE LAND USE DESIGNATION; SAID PROPERTY BEING IDENTIFIED AS A PORTION OF PICKENS COUNTY TAX MAP NUMBER 5039-16-84-8206, CONSISTING OF APPROXIMATELY 13.16 ACRES, OWNED BY LATHAM ROAD LLC, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, David Odom, PE, on behalf of Latham Road LLC, has submitted an application requesting the annexation of approximately 13.16 acres of land into the corporate limits of the City of Easley, together with a request to establish an Office / Institutional (OI) zoning designation and a Commercial Future Land Use designation for the property; and

WHEREAS, the subject property is a portion of Pickens County Tax Map Number 5039-16-84-8206, which consists of approximately 38.94 acres in total, with only the 13.16-acre portion depicted on Exhibit A proposed for annexation; and

WHEREAS, the City of Easley Planning Commission, following duly advertised public notice, conducted a public hearing on June 15, 2026, to consider the proposed annexation and associated zoning designation and recommended approval by a vote of 4-0; and

WHEREAS, the City of Easley Planning and Development Department has reviewed the application and recommends approval, finding that the proposed annexation, Office / Institutional (OI) zoning designation, and Commercial Future Land Use designation are consistent with the goals and policies of the City of Easley Comprehensive Plan; and

WHEREAS, City Council finds that the proposed annexation will promote the public health, safety, and welfare by expanding educational opportunities, reducing future demand on existing public schools, creating employment opportunities, and supporting the orderly growth and development of the City in accordance with the Comprehensive Plan; and

WHEREAS, City Council further finds that the proposed Office / Institutional (OI) zoning designation is appropriate and compatible with the surrounding area and the intended use of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT:

Section 1. Annexation

The property currently owned by Latham Road LLC, identified as a portion of Pickens County Tax Map Number 5039-16-84-8206, consisting of approximately 13.16 acres, is hereby annexed into the corporate limits of the City of Easley.

The property is part of a larger 38.94-acre parcel; however, only the 13.16-acre area shown on the attached Exhibit A, prepared by the City of Easley Planning and Development Department, is annexed by this Ordinance. Exhibit A is incorporated herein by reference for the purpose of identifying the property subject to this annexation.

Section 2. Zoning and Future Land Use

Upon annexation, the property shall be designated Office / Institutional (OI) on the Official Zoning Map of the City of Easley and assigned a Commercial Future Land Use designation on the City's Future Land Use Map.

Section 3. Severability

Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date

This Ordinance shall become effective upon second and final reading by the City Council of the City of Easley.

First Reading: July 13, 2026

Second Reading: August 10, 2026

CITY OF EASLEY, SOUTH CAROLINA

Lisa Talbert, Mayor

ATTEST:

Jennifer Bradley, Municipal Clerk

Approved as to Form:

Daniel Hughes, City Attorney

EXHIBIT A – Survey showing proposed annexation

AN ORDINANCE OF THE CITY OF EASLEY, SOUTH CAROLINA, PROVIDING FOR AN AMENDMENT TO CHAPTER 121: MOBILE FOOD VENDORS OF THE CITY OF EASLEY CODE OF ORDINANCES; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Easley has adopted regulations governing mobile food vendors under Chapter 121 of the City Code; and

WHEREAS, City Council desires to amend Chapter 121 to reflect updates to state regulatory authority and clarify operational standards; and

WHEREAS, City Council finds that these amendments promote the public health, safety, and welfare and are consistent with the City's planning objectives;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT:

Section 1. Amendment to Chapter 121 – Mobile Food Vendors

Chapter 121: Mobile Food Vendors of the City of Easley Code of Ordinances is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference (*language that is struck through is language proposed to be deleted, underlined language is language proposed to be added, language is not struck through or underlined is not to be changed, and represents sections of the Ordinance that have been skipped and remain unchanged*).

Section 2. Applicability

This Ordinance shall apply to all mobile food vendors operating within the municipal limits of the City of Easley.

Section 3. Severability

Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date

This Ordinance shall be effective upon second and final reading by City Council.

ADOPTED this 10th day of August 2026.

First Reading: July 13, 2026

Second Reading: August 10, 2026

CITY OF EASLEY, SOUTH CAROLINA

Lisa Talbert, Mayor

ATTEST:

Jennifer Bradley, Municipal Clerk

Approved as to Form:

Daniel Hughes, City Attorney

Exhibits

Exhibit A – Amended Chapter 121: Mobile Food Vendors

Exhibit A

CHAPTER 121: MOBILE FOOD VENDORS

Section

- 121.01 Definitions
- 121.02 Required compliance
- 121.03 Mobile food vendors on city property
- 121.04 Mobile food vendors on private property
- 121.05 Submitting false information
- 121.06 Mobile food vendor city decal permit fee and display
- 121.07 Contents of decal permit
- 121.08 Records
- 121.09 Term
- 121.10 General maintenance requirements
- 121.11 Inspections
- 121.12 Penalties, suspension, and revocation

§ 121.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CATERING TRUCK. A truck, van, or similar vehicle from which the vendor offers for sale foods and beverages that are prepackaged. It serves mostly manual labor type venues (example: construction sites).

ICE CREAM TRUCK. A motor vehicle or trailer containing a commercial freezer and from which a vendor sells frozen prepackaged food products such as ice cream, frozen yogurt, frozen custard, flavored frozen water and similar.

FAÇADE. The face of a building, especially the principal front that looks onto a street or open space. The boundaries of a FAÇADE are determined by drawing a line from the edges of the FAÇADE to the public right-of-way.

FOOD TRAILER (CONCESSION STYLE). An attached or detached trailer, or similar device, that is equipped with facilities for preparing, cooking, warming, or selling various types of food products.

FOOD TRUCK. An enclosed motor vehicle equipped with facilities for preparing, cooking and selling various types of food products.

MOBILE FOOD VENDOR (MFV). Any person selling food from a mobile vehicle or trailer. ~~This does not include a food trailer.~~

MOBILE FOOD VENDOR VEHICLE. A self-contained, motorized vehicle mounted food service unit that returns daily to its base of operations as approved by ~~DHEC~~ SCDA and is used for either the preparation or the sale of food products, or for both.

MOBILE MARKET FOOD TRUCK. An enclosed motor vehicle equipped with facilities for the sale of locally grown fresh produce. The produce sold is in its original form and has not been altered or cooked in any other way inconsistent with it coming fresh from the fields and/or gardens in which it was grown.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.02 REQUIRED COMPLIANCE WITH DIVISION.

(A) It shall be unlawful for any person to engage in business as a mobile food vendor within the city without first obtaining an approved zoning permit, city business license, and mobile food vendor decal to do so. Upon being granted a business license and mobile food vendor decal the vendor must comply with the affirmative mandates and must not violate the prohibitions regarding sales, operations, locations, and restrictions contained in this division. The failure to do so may result in the revocation or suspension of the business license and decal.

(B) At the time of application for a business license, the mobile food vendor must provide proof of general liability insurance. Failure to maintain this insurance will result in immediate revocation of the license.

(C) Each licensed mobile food vendor must maintain for patrons' use a litter receptacle of sufficient size to accept the litter being generated by the sales from the vendor's vehicle at the point of sales. The receptacle must be maintained in such a manner as to preclude an overflow of refuse. The city highly encourages recycling receptacles for recyclable material. Each vendor shall pick up litter which is associated with the vendor's sales in the vicinity of the vendor's mobile food vehicle prior to departing a sales location. A pattern of leaving excessive litter caused by product packaging shall be a basis of suspension or revocation of the business license.

(D) Mobile food vendors shall be limited to edibles and hot and cold beverages containing no alcohol. The selling of non-food or drink items shall be limited to merchandise displaying the mobile food vendor company logo and/or branding. No items may be displayed outside of the vehicle. All trash within the food vending area must be removed from the premises at the end of each day's business operation.

(E) The licensee must provide to the city, at time of application for a business license, proof of public liability insurance in the currently required amount by the state. Failure to maintain this insurance can result in immediate revocation of the license. All mobile food vendors must be self-contained and not utilize any outside power source or other utilities unless approved by the city.

(F) Mobile food vendor shall prominently display the original South Carolina Department of Agriculture (SCDA) DHEC (Department of Health Environmental Control) food inspection report that shows a posted grade, unless exempt. Mobile food vendor shall prominently display their approved city business license.

(Ord. 2018-22, passed 12-10-18; Am. Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.03 MOBILE FOOD VENDORS ON CITY PROPERTY.

(A) Food trucks, mobile market food truck within the TIF boundary on public property.

(1) Food trucks and mobile market food truck are prohibited from operations on any street, sidewalk, alley, trail, or other right of way or on any city owned property, including plazas and parks, unless operating under the approved guidelines within the TIF District.

(a) There can be no more than four total mobile food vendors in operation, per § 121.03(A)(1)(b), at the same time within the TIF District and only one operating in each quadrant of the TIF District. The quadrants are established by using the Pendleton Street railroad crossing at the center point to establish the four areas.

(b) Mobile food vendors may only park in city-owned parking spaces (not to exceed two spaces) and must serve to a curb or additional parking space. They may not set up with a service window facing traffic or the railroad.

(c) Because of concerns for pedestrian and traffic safety, no mobile food vendors (MFVs) shall operate on Main Street, East Main Street, West Main Street, North East Main Street, North West Main Street, or Pendleton Street.

1. In the northeast quadrant, MFVs shall not operate within 115 feet of an entrance to an eating establishment that is actively open for business and serving customers.

2. In the southeast quadrant, MFVs shall not operate within 115 feet of an entrance to an eating establishment that is actively open for business and serving customers. Two spaces will be designated and marked in the Easley Crossing parking lot. MFVs using these spaces will be allowed to pull forward or back in so that their tires are against the curb, even if the vehicle extends over the sidewalk.

3. In the southwest quadrant, MFVs shall not operate within 115 feet of an entrance to an eating establishment that is actively open for business and serving customers.

4. In the northwest quadrant, MFVs shall not operate within 115 feet of an entrance to an eating establishment that is actively open for business and serving customers.

(d) No signage may be placed in the public right-of-way that impedes pedestrian or vehicular traffic and may only be similar in style to a sandwich board sign that does not exceed 12 feet squared.

(2) Mobile food trucks and mobile market food trucks that are part of a permitted special event from out of town or out of state will not be required to obtain the mobile food vendor decal. They will be required to obtain the ~~S.C. DHEC~~ SCDA permit and pass the general maintenance requirements. No mobile food vendors shall be present in the designated food truck parking spaces during the farmers market unless permitted as part of the market.

(3) No mobile food vendor shall use any lighting, sound any device which produces an offensive or loud noise, or use any public address system on the vehicle to broadcast or advertise products.

(4) No mobile food vendor shall operate outside the hours of 7:00 a.m. to 11:00 p.m. However, a mobile food vendor may apply for additional authorization to operate after 11:00 p.m. but under no conditions later than 1:00 a.m. the following day. At the end of each business day's operation, the vendor shall remove from the parcel the mobile food vendor vehicle and all materials associated with the business.

(5) Catering trucks cannot serve to the general public.

(6) Mobile food vendors must adhere to the City Code §§ 94.30 et seq., "Smoking in Public Places and Places of Employment."

(B) Ice cream truck.

(1) Ice cream trucks must not operate within primarily downtown commercial areas, unless approved by the city as part of a permitted special event.

(2) In all locations outside of the primary downtown commercial area, ice cream trucks must remain mobile, except for periodic stops for short periods of time in order to make a sale.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2019-14, passed 8-12-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.04 MOBILE FOOD VENDORS ON PRIVATE PROPERTY.

Food trucks, mobile market food trucks, ice cream trucks and catering trucks. All mobile food vendors shall be subject to the following regulations in their operation on private property within the City of Easley.

(A) Food trucks and mobile market food truck are prohibited from operations on any street, sidewalk, alley, trail, or other right of way or on any city owned property, including plazas and parks.

(B) Mobile food truck and mobile market food trucks that are part of a permitted special event from out of town or out of state ~~will not be~~ are required to obtain the mobile food vendor decal.

They will be required to obtain the ~~S.C. DHEC~~ SCDA permit and pass the general maintenance requirements.

(C) No mobile food vendor shall use any lighting, sound any device which produces an offensive or loud noise, or use any public address system on the vehicle to broadcast or advertise products.

(D) No mobile food vendor shall operate within 200 feet from the door of a lawfully established eating establishment that is actively open for business serving customers unless the food truck vendor provides documentation that the restaurant owner supports a closer proximity. If a restaurant opens within the 200- foot zone after the mobile food vendor has their annual decal, the food truck vendor may remain in that location until the following annual permit is due, at which time they would have to obtain written permission from the new restaurant owner.

(E) Mobile food vendors will be permitted to locate in all nonresidential zoned areas. A mobile food vendor operating under this division shall submit to the city an application that must include:

- (1) The written permission from the private property owner for each location.
- (2) A list of all request sites to include the property owner and physical address.
- (3) Zoning permit for each parcel the MFV will be utilizing.

~~(F) No mobile food vendor shall operate outside the hours of 7:00 a.m. to 11:00 p.m. However, a mobile food vendor may apply for additional authorization to operate after 11:00 p.m. but under no conditions later than 1:00 a.m. the following day. Mobile food vendors may operate only during the hours of operation of the principal use on the site. No mobile food vendor shall operate outside the hours of 7:00 a.m. to 10:00 p.m.~~ At the end of each business day's operation, the vendor shall remove from the parcel the mobile food vendor vehicle and all materials associated with the business.

(G) No mobile food vendor shall sound any device which produces an offensive or loud noise to attract customers, and vendors shall not use any public address system on the vehicle to broadcast or advertise products.

(H) Catering trucks cannot serve to the general public.

(I) Mobile food vendors must adhere to the City Code §§ 94.30 et seq., "Smoking in Public Places and Places of Employment."

(J) Only one mobile food vendor per parcel.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.05 SUBMITTING FALSE INFORMATION.

It shall be unlawful for any person to provide any false or misleading information in connection with his or her application for a permit required by this chapter or to withhold relevant information otherwise required.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.06 MOBILE FOOD VENDOR CITY DECAL PERMIT FEE AND DISPLAY.

Each applicant upon being issued a permit under this chapter shall also be issued a decal which the vendor must display on the front right windshield's lower corner, or at such other location as the city in writing shall approve. There shall be due at the time of application a fee for the permit and decal in an amount set by the city in a schedule of fees. When the annual permit expires on April 30 of any given year, the fee shall also be due upon the applicant submitting a renewal application. Only one decal may be issued per business, owner, or vendor, and no one person may have more than one truck operation inside the city at any given time.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.07 CONTENTS OF DECAL PERMIT.

The permit and decal are issued to a specific vendor for a specific vehicle. No vendor may transfer a permit or decal to another vendor. No vendor shall transfer a permit or decal to another vehicle owned or controlled by the same vendor. In the event the vendor acquires during a calendar year a replacement vehicle to serve the same purpose as the vehicle for which the city issued a permit and decal, then a replacement permit and decal shall be issued at a nominal fee (\$5) and the original permit and decal shall become null and void and must be returned to the city prior to the issuance of replacements.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.08 RECORDS.

The Revenue Administrator shall keep a permanent record of all permits issued under this chapter.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.09 TERM.

Every permit issued under the provisions of this chapter shall expire April 30 each year.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.10 GENERAL MAINTENANCE REQUIREMENTS.

(A) All exterior body work and mechanical equipment of any mobile food truck vendor shall be maintained in good and clean condition and free of excessive wear or damage.

(B) All exterior paint work shall be maintained in good condition, free of substantial scratches, chips, rust, dents and abrasions.

(C) All windshield and window glass shall be maintained free from cracks, scratches, pitting, abrasions or any other conditions that may cause a hazard or reduce clarity of vision below the level specified by the manufacturer.

(D) All mobile food vendors shall replace, repair, or remove any other type of damage or possible public hazard deemed appropriate by the city inspector.

(E) Hood fire suppression system must be inspected and tagged every (6) months and fire extinguishers every 12 months by an approved testing agency and verified by the Building Official and Fire Marshal.

(F) Illicit discharging is prohibited per § 52.091 PROHIBITION OF ILLICIT DISCHARGES.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.11 INSPECTIONS.

(A) Nothing in this section shall be construed as limiting or replacing the role of SCDA (South Carolina Department of Agriculture) ~~South Carolina DHEC (Department of Health and Environmental Control)~~, which has the primary task of inspecting mobile food vendors.

(B) The city inspector or their agents shall have the right, at any time, after displaying proper identification, to enter into or upon any mobile food vendor vehicle for the purpose of ascertaining whether or not any of the provisions of this chapter are being violated.

(C) Any mobile food vendor vehicle which is found, after any city inspection, to be unsafe or in any manner not compliant with this chapter may be directed to be out of operation until the cited deficiency is corrected, and before again being placed in service shall be delivered to the inspector at a designated point for re-inspection. Every mobile food vendor must institute a system of regular weekly inspections of all the vendor's mobile food vendor vehicle(s) and equipment and must keep all equipment in proper repair and sanitary conditions at all times.

(D) Annual inspection with City of Easley Building and Fire Department

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

§ 121.12 PENALTIES, SUSPENSION, AND REVOCATION.

Violations of this chapter shall be subject to the General Penalty, § 10.99. The city may also issue a stop order or may suspend or revoke the permit.

(Ord. 2019-08, passed 5-13-19; Am. Ord. 2020-21, passed 8-10-20)

AN ORDINANCE OF THE CITY OF EASLEY, SOUTH CAROLINA, ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF EASLEY; DESIGNATING THE PROPERTY GENERAL COMMERCIAL (GC) ON THE OFFICIAL ZONING MAP; ADOPTING A COMMERCIAL FUTURE LAND USE DESIGNATION; SAID PROPERTY BEING IDENTIFIED AS PICKENS COUNTY TAX MAP NUMBER 5039-19-61-2348, CONSISTING OF APPROXIMATELY 12.014 ACRES, OWNED BY FREEMAN REAL ESTATE, LLC, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, RT Calhoun Memorial LLC, represented by Ross Cowan, has submitted an application requesting the annexation of approximately 12.014 acres of land into the corporate limits of the City of Easley, together with a request to establish a General Commercial (GC) zoning designation and a Commercial Future Land Use designation for the property; and

WHEREAS, the subject property is identified as Pickens County Tax Map Number 5039-19-61-2348, consisting of approximately 12.014 acres, as depicted on the attached Exhibit A; and

WHEREAS, the City of Easley Planning Commission, following duly advertised public notice, conducted a public hearing on June 15, 2026, to consider the proposed annexation and associated zoning designation and recommended denial of the request by a vote of 3-1; and

WHEREAS, the City of Easley Planning and Development Department reviewed the application and recommended approval, finding that the proposed annexation, General Commercial (GC) zoning designation, and Commercial Future Land Use designation are consistent with the goals and policies of the City of Easley Comprehensive Plan; and

WHEREAS, City Council has considered the recommendation of the Planning Commission, the recommendation of City staff, and the evidence presented during the public hearing process, and finds that the proposed annexation and General Commercial (GC) zoning designation will promote the orderly growth and development of the City, provide opportunities for future commercial investment, and further the goals of the Comprehensive Plan; and

WHEREAS, City Council further finds that the proposed General Commercial (GC) zoning designation is appropriate and compatible with the surrounding development pattern and intended future use of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT:

Section 1. Annexation

The property currently owned by Freeman Real Estate, LLC, identified as Pickens County Tax Map Number 5039-19-61-2348, consisting of approximately 12.014 acres, is hereby annexed into the corporate limits of the City of Easley.

The attached Exhibit A, prepared by the City of Easley Planning and Development Department, is incorporated herein by reference for the purpose of identifying the property subject to this annexation.

Section 2. Zoning and Future Land Use

Upon annexation, the property shall be designated General Commercial (GC) on the Official Zoning Map of the City of Easley and assigned a Commercial Future Land Use designation on the City's Future Land Use Map.

Section 3. Severability

Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date

This Ordinance shall become effective upon second and final reading by the City Council of the City of Easley.

First Reading: July 13, 2026

Second Reading: August 10, 2026

CITY OF EASLEY, SOUTH CAROLINA

Lisa Talbert, Mayor

ATTEST:

Jennifer Bradley, Municipal Clerk

Approved as to Form:

Daniel Hughes, City Attorney

EXHIBIT A – Survey showing proposed annexation

AN ORDINANCE OF THE CITY OF EASLEY, SOUTH CAROLINA, ANNEXING CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF EASLEY; DESIGNATING THE PROPERTY GENERAL COMMERCIAL (GC) ON THE OFFICIAL ZONING MAP; ADOPTING A COMMERCIAL FUTURE LAND USE DESIGNATION; SAID PROPERTY BEING IDENTIFIED AS PICKENS COUNTY TAX MAP NUMBER 5039-19-60-8617, CONSISTING OF APPROXIMATELY 3.813 ACRES, OWNED BY FREEMAN WILLIAM DAVID AND FREEMAN ELAINE M, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, RT Calhoun Memorial LLC, represented by Ross Cowan, has submitted an application requesting the annexation of approximately 3.813 acres of land into the corporate limits of the City of Easley, together with a request to establish a General Commercial (GC) zoning designation and a Commercial Future Land Use designation for the property; and

WHEREAS, the subject property is identified as Pickens County Tax Map Number 5039-19-60-8617, consisting of approximately 3.813 acres, as depicted on the attached Exhibit A; and

WHEREAS, the City of Easley Planning Commission, following duly advertised public notice, conducted a public hearing on June 15, 2026, to consider the proposed annexation and associated zoning designation and recommended denial of the request by a vote of 3-1; and

WHEREAS, the City of Easley Planning and Development Department reviewed the application and recommended approval, finding that the proposed annexation, General Commercial (GC) zoning designation, and Commercial Future Land Use designation are consistent with the goals and policies of the City of Easley Comprehensive Plan; and

WHEREAS, City Council has considered the recommendation of the Planning Commission, the recommendation of City staff, and the evidence presented during the public hearing process, and finds that the proposed annexation and General Commercial (GC) zoning designation will promote the orderly growth and development of the City, provide opportunities for future commercial investment, and further the goals of the Comprehensive Plan; and

WHEREAS, City Council further finds that the proposed General Commercial (GC) zoning designation is appropriate and compatible with the surrounding development pattern and intended future use of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT:

Section 1. Annexation

The property currently owned by Freeman William David and Freeman Elaine M, identified as Pickens County Tax Map Number 5039-19-60-8617, consisting of approximately 3.813 acres, is hereby annexed into the corporate limits of the City of Easley.

The attached Exhibit A, prepared by the City of Easley Planning and Development Department, is incorporated herein by reference for the purpose of identifying the property subject to this annexation.

Section 2. Zoning and Future Land Use

Upon annexation, the property shall be designated General Commercial (GC) on the Official Zoning Map of the City of Easley and assigned a Commercial Future Land Use designation on the City's Future Land Use Map.

Section 3. Severability

Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date

This Ordinance shall become effective upon second and final reading by the City Council of the City of Easley.

First Reading: July 13, 2026

Second Reading: August 10, 2026

CITY OF EASLEY, SOUTH CAROLINA

Lisa Talbert, Mayor

ATTEST:

Jennifer Bradley, Municipal Clerk

Approved as to Form:

Daniel Hughes, City Attorney

EXHIBIT A – Survey showing proposed annexation

U. S. Highway No. 123

Toasley

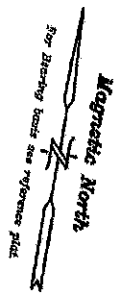
To Greenville

1180.7' to Rock Springs Road

N 80° 11' 47" E 1028.80'

110' r/w

110' r/w



For Bearing from the reference line

Tract "A"

High Total for Tract "A" is 1,175.00 sq. ft. (100' x 11.75')

remainder of Tract "B"

(not assessed for taxes and equal)

Roy Looper and Y. Looper

Louise

Ronnie W. Looper and Deborah L. Vermillion

High Total Book of page 54

For I know that my predecessor bought and had the total amount of the latter upon the earth.

Boundary Survey for
 Dorothy M. Freeman
 William David Freeman
 and
 Elaine M. Freeman



Date June 18, 1996
 Job# 06189920

SINCE 1909
SMITH
 J.C. Smith & Associates
 R.L.S. #7882
 P.O. Box 1080 Eastley, SC
 29641/864-859-5723
 Fax 855-8022

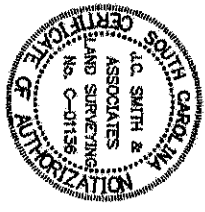
County Pickens
 South Carolina
 I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC LANDS ACT AND THE STATE OF SOUTH CAROLINA, AND THAT I AM NOT PROVIDING ANY INFORMATION FOR A CLASS 1 SURVEY AS REQUIRED BY SECTION 15-1-20.

Thomas E. Belcher FLS# 151785

a portion of
 Tract "B"
Total Area
3.813 Acres

ACREAGE IS SUBJECT TO ANY AND ALL RIGHTS OF WAY AND/OR EASEMENTS OF RECORD OR ON THE GROUND.

THIS IS A PORTION OF
 TRACT #13-00-125B



Allen F. Quinn
 372.40' N 31° 15' 07" E
 372.40' N 31° 57' 27" E
 372.40' N 31° 57' 27" E



X13-00-125H

AN ORDINANCE OF THE CITY OF EASLEY, SOUTH CAROLINA, PROVIDING FOR AN AMENDMENT TO THE CITY OF EASLEY OFFICIAL ZONING MAP; REZONING CERTAIN PROPERTY IDENTIFIED AS PICKENS COUNTY TAX MAP NUMBER 5039-19-61-8304, CONSISTING OF APPROXIMATELY 17.05 ACRES, OWNED BY RT CALHOUN MEMORIAL LLC, FROM GENERAL RESIDENTIAL-2 (GR-2) TO GENERAL COMMERCIAL (GC); ADOPTING A COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, RT Calhoun Memorial LLC, represented by Ross Cowan, as owner of the property, has submitted an application requesting that approximately 17.05 acres, identified as Pickens County Tax Map Number 5039-19-61-8304, be rezoned from General Residential-2 (GR-2) to General Commercial (GC), together with a request to designate the property with a Commercial Future Land Use designation; and

WHEREAS, the City of Easley Planning Commission, following duly advertised public notice, conducted a public hearing on June 15, 2026, to consider the proposed rezoning and recommended denial of the request by a vote of 3-1; and

WHEREAS, the City of Easley Planning and Development Department reviewed the application and recommended approval, finding that the proposed rezoning and Commercial Future Land Use designation are generally consistent with the goals and policies of the City of Easley Comprehensive Plan; and

WHEREAS, the Land Use Element of the Comprehensive Plan promotes smart growth principles through infill development and redevelopment, while the Economic Development Element encourages investment along major transportation corridors and supports efforts to attract new businesses and expand economic opportunities within the City; and

WHEREAS, City Council has considered the recommendation of the Planning Commission, the recommendation of City staff, and the evidence presented during the public hearing process, and finds that the proposed rezoning from General Residential-2 (GR-2) to General Commercial (GC) is appropriate, promotes the orderly growth and economic development of the City, and is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT:

Section 1. Rezoning

The property currently owned by RT Calhoun Memorial LLC, identified as Pickens County Tax Map Number 5039-19-61-8304, consisting of approximately 17.05 acres, shall be rezoned from General Residential-2 (GR-2) to General Commercial (GC).

The attached Exhibit A, prepared by the City of Easley Planning and Development Department, is incorporated herein by reference for the purpose of identifying the property subject to this rezoning.

Section 2. Future Land Use

The property shall be assigned a Commercial Future Land Use designation on the City's Future Land Use Map.

Section 3. Severability

Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date

This Ordinance shall become effective upon second and final reading by the City Council of the City of Easley.

First Reading: July 13, 2026

Second Reading: August 10, 2026

CITY OF EASLEY, SOUTH CAROLINA

Lisa Talbert, Mayor

ATTEST:

Jennifer Bradley, Municipal Clerk

Approved as to Form:

Daniel Hughes, City Attorney

EXHIBIT A – Survey of property

**AN ORDINANCE OF THE CITY OF EASLEY, SOUTH CAROLINA,
APPROVING THE EXECUTION AND DELIVERY OF AN INCENTIVE
AGREEMENT WITH RT CALHOUN MEMORIAL LLC**

WHEREAS, South Carolina law authorizes municipalities to take actions not inconsistent with the Constitution and general laws of the State, regarding any subject the municipality finds necessary and proper for the general welfare and convenience of the municipality, including to execute and deliver contracts, to assist in redeveloping blighted areas, and to expend public funds for economic development;

WHEREAS, RT Calhoun Memorial LLC (“Developer”) owns a 17.9-acre site (“Existing Site”) in the City of Easley, South Carolina (the “City”) and intends to purchase an adjacent 18.5 acres (the “New Site” and together with the Existing Site, the “Site”) all as more particularly described in the Incentive Agreement attached here as Exhibit A (the “Agreement”);

WHEREAS, Developer intends to purchase, design, develop and construct certain improvements and infrastructure to prepare the Site to serve as a newly established location for a national-level retailer (the “Project”);

WHEREAS, the City has established its Economic Development Incentives Program set forth in Chapter 122 of the City’s Code of Ordinances (“Incentive Program”);

WHEREAS, the City desires to provide funds to acquire certain public infrastructure necessary to prepare the Site for the Project to promote economic development within the City;

WHEREAS, the Project represents a significant economic development opportunity for the City in the form of increased fee, licenses and tax revenue such that the City may reimburse itself for the cost of the public infrastructure as permitted by the Incentive Program;

WHEREAS, the Project is consistent with the City’s comprehensive plan and land development regulations; and

WHEREAS, the City desires to enter into the Agreement to memorialize the terms hereof and commitments of the Developer;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA,
AS FOLLOWS:**

1. The City hereby authorizes the Mayor or the City Administrator to make minor corrections and execute and deliver such documents as may be necessary or useful to affect the implementation of the Agreement.

2. The Agreement, with whatever changes are (a) not materially adverse to the City and (b) approved by the Mayor or the City Administrator (after advice of City’s legal counsel), is approved and is incorporated by reference in this Ordinance as if set forth fully in the Ordinance’s body. The Mayor’s or City Administrator’s execution of the final Agreement shall be conclusive evidence of the City’s approval thereof.

3. The Mayor and the City Administrator are, each acting alone or in concert, authorized to take whatever actions and execute and deliver whatever documents (including the Agreement) as either of them deems appropriate to affect this Ordinance's intent.

4. The City Council hereby designates the Site as an "incentive area" within the meaning of the Incentive Program.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON SECOND READING.

CITY OF EASLEY, SOUTH CAROLINA

[SEAL]

Mayor

Attest:

City Clerk

First Reading and Public Hearing: July 13, 2026

Second Reading and Public Hearing: August 10, 2026

EXHIBIT A
INCENTIVE AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (“Agreement”) dated the ____ day of _____, 2026 (“Effective Date”), is between the City of Easley, South Carolina (“City”), a municipal corporation of the State of South Carolina with offices at 205 N. First Street, Easley, South Carolina and RT Calhoun Memorial LLC (“Developer”), a South Carolina limited liability company. The City and the Developer are collectively referred to herein as the “Parties” and individually as a “Party.”

BACKGROUND STATEMENT

WHEREAS, a public purpose of the City is to encourage economic development in the City and thereby improve the tax base and enhance the livability of the City;

WHEREAS, the Developer currently owns a site in the City (“Existing Site”), and plans to acquire an adjacent 18.5 acres (“New Site” and together with the Existing Site, “Site”) as described on the attached Exhibit A;

WHEREAS, Developer is cooperating with a national-level retailer (the “Retailer”) to develop the Site such that it will be suitable for Retailer to establish a new location on a portion of the Site (“Project”);

WHEREAS, the Retailer will not consider proceeding with the Project unless the Site includes the Infrastructure (as defined herein) as set forth on the Site Plan attached hereto as Exhibit B;

WHEREAS, the City has established its Economic Development Incentives Program pursuant to Chapter 122 of the City’s Code of Ordinances (“Incentive Program”);

WHEREAS, the Developer has requested the City acquire the Access Road (as defined herein) in the amount of up to \$2,000,000 to offset a portion of the cost of the Infrastructure; and

WHEREAS, the City anticipates the Project will generate substantial new fee, license, sales tax revenue and property tax revenue and lead to increased public benefits for the residents of the City.

Based upon the foregoing, the City Council of the City of Easley has determined that the goals of the Incentive Program will be fulfilled by the completion of the Project.

STATEMENT OF AGREEMENT

In consideration of the mutual representations, warranties, covenants and agreements contained herein, the Parties hereto agree as follows:

1. Developer Representations

- a. Developer is a South Carolina limited liability company in good standing in the State of South Carolina. The Developer is authorized and empowered to carry out its obligations under this Agreement.

- b. The Developer has duly authorized the execution and delivery of this Agreement and taken all actions necessary or that the law requires to fulfill its obligations under this Agreement

2. **City Representations**

- a. City is a body politic and corporate and a municipal corporation of the State of South Carolina and acts through the City Council as its governing body.
- b. The City is authorized and empowered to carry out its obligations under this Agreement. The City has duly authorized the execution and delivery of this Agreement and taken all actions necessary or that the law requires to fulfill its obligations under this Agreement.
- c. In the ordinance authorizing this Agreement, the City Council designated the Site as an "incentive area" within the meaning of the Incentive Program.

3. **Developer Commitments**

- a. Developer, or its subsidiaries, will, subject to obtaining the approval of the City of the items in (3)(b), (c) and (d) below, develop the Site in a manner that is designed to induce Retailer to purchase the Site and proceed with the Project by the end of the Term by constructing the following public infrastructure, all as more particularly shown on the Site Plan ("Infrastructure"):

- (1) Roadway improvements to Calhoun Memorial Highway; and.
- (2) Access road and related public improvements (collectively, "Access Road").

- b. Developer will submit for all necessary permits and approvals consisting of:
 - (i) Subdivision plat, site plan, grading plan and erosion control plan.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.

- c. Upon completion of the Access Road, and subject to City inspection and acceptance, Developer will dedicate the Access Road to the City as per the City of Easley Unified Development Ordinance.
- d. Compliance with Building, Zoning, and Environmental Laws. Developer shall construct and develop the Infrastructure according to all applicable federal, state, and local laws, rules, orders, ordinances, regulations, and legal requirements of all governmental entities, agencies, or instrumentalities relating to the development, use, or condition of the Site, including, without limitation, all building codes, zoning requirements, and environmental regulations then in effect at the latter of the time applicable permits are issued and a certificate of occupancy is issued. Developer shall ensure the use and operation of each phase or component of the Infrastructure is according to all applicable federal, state, and local laws and

building codes, as amended for the Infrastructure (“Applicable Law”), including but not limited to, the permitted population density and building intensities as follows: Meet all applicable Unified Development Ordinance regulations. Developer shall (i) ensure construction is performed in a manner that does not cause any damage to existing land, or improvements outside of the Site and (ii) promptly repair any damage outside of the Site that may occur.

4. **City Commitments**

- a. City shall use its best efforts to review and consider a zoning application so that the Site may be utilized for the Project.
- b. For those items under City control, City shall consider, in the City’s normal course of operations, the processing, approval, and permitting of drawings, plats, plans, applications, and other items for and pertaining to all phases of the Infrastructure, and, to the extent permitted by law, shall use reasonable efforts to expedite processing, approval, and permitting.
- c. Pursuant to the Incentive Program, the City will utilize up to \$2,000,000 to acquire the Access Road from the Developer, but in no event will pay more than the actual cost of the Access Road. The City shall pay such funds to the Developer on completion of the Dedication of the Access Road to the City and upon being reasonably satisfied that all City-related requirements for dedication of public infrastructure have been satisfied, including all requirements in the Incentive Program. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions.
- d. The City will consider exercising its power of eminent domain to acquire such property as may be necessary to allow Developer to proceed with the construction of the Infrastructure if Developer is unable to obtain the necessary approvals of adjacent landowners.
- e. Notwithstanding anything in this Agreement to the contrary, the City is under no obligation to utilize any funds to acquire the Access Road or to accept the Dedication of the Access Road if the Retailer is not the national-level retailer previously agreed to by the City.

5. **Assignment.** The Developer may assign this Agreement with the consent of the City to an entity that agrees to perform the Developer’s obligations hereunder (“Assignee”); provided however, that the City hereby consents to the Developer assigning this Agreement to the Retailer. The City and the Developer agree that any such Assignee shall have no liability under Section 18 below, and the Developer’s liability under Section 18 shall survive such assignment.

6. **Confidentiality; Disclosure.** Except as required by law, the City, or any employee, agent, or contractor of the City, shall not disclose or otherwise divulge any announcement, press release or other statement about the Project to any other person, firm, governmental body or agency. The Developer acknowledges that the City 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. If the City is required to disclose any information about the Project to a third party, the City will use its best efforts to provide the

Developer with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Developer to obtain judicial or other relief from such disclosure requirement; provided, however, the City will be indemnified by the Developer for any expenses incurred by the City by virtue of this Section pursuant to the provisions of Section 18 hereof.

7. **Term.** This Agreement shall terminate upon the acquisition by the City of the Access Road ("Term").

8. **Notices.** Notifications shall be addressed:

To Developer:

To City:

City Administrator
City of Easley
205 N. 1st Street
Easley, South Carolina 29640

9. **Developer Default; Remedies.** Upon the default by Developer in the due performance of or compliance with any of the terms hereof, City shall give Developer written notice of such default and 30 days to cure such default, or commence efforts to cure a default that cannot be reasonably cured within 30 days and diligently pursue such efforts to completion, and if Developer shall fail to do so, City may:

- a. terminate this Agreement immediately by delivery of written notice to Developer; or,
- b. take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement.

10. **City Default; Remedies.** Upon the default of City in the due performance of or compliance with any of the terms hereof, Developer shall give City written notice of such default and 30 days to cure such default, or commence efforts to cure a default that cannot be reasonably cured within 30 days and diligently pursue such efforts to completion, and if City shall fail to proceed promptly to cure the same, Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement.

11. **Entire Agreement.** This Agreement is the entire agreement among the Parties with respect to the subject matter of this Agreement. All prior documents, negotiations, and discussions merge in this Agreement and do not survive this Agreement's execution.

12. **No Oral Modification/Waiver.** Parties are not entitled to modify, in any way, this Agreement except by a writing signed by or on behalf of all Parties by a duly authorized representative of each executing Party. Neither any purported amendment, of any kind, to this Agreement, nor any purported waiver of any provision of this Agreement is valid unless all Parties have consented in writing.

13. **Mutual Dependency of Commitments.** Each Party's commitments under this Agreement are dependent on the performance of the other Party's commitments.

14. **No Third-Party Beneficiary/No Joint Venture.** Parties do not intend for this Agreement to create any third-party beneficiary rights, nor any form of partnership, joint venture, or any other legal relationship among Parties, except a contractual relationship as set forth in this Agreement.

15. **Force Majeure.** Neither Party shall be held responsible for delays in the performance of its obligations hereunder when caused by a Force Majeure event. In order for its performance to be excused for the period of a Force Majeure event, a Party must give written notice to the other Party within 10 days after the occurrence of the Force Majeure event. A Force Majeure event is any period of delay which arises from or through: Acts of God, including, without limitation, flood, earthquake, and severe weather conditions; strikes; explosion; sabotage; riot or civil commotion; epidemic or pandemic; act of war; fire or other casualty; legal requirements; or any other causes beyond the reasonable control of the Party claiming delay from or through such causes.

16. **Limitation of City's Liability.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, ANY CITY OBLIGATION CONTAINED IN THIS AGREEMENT, INCLUDING ANY OBLIGATION TO PAY MONEY, IS NOT A DEBT OR GENERAL OBLIGATION OF CITY, BUT RATHER IS PAYABLE SOLELY AND EXCLUSIVELY FROM ANNUALLY APPROPRIABLE REVENUES AND RECEIPTS OF CITY'S GENERAL OPERATIONS.

17. **No City Personnel Liability.** Any City obligation contained in this Agreement, including any obligation to pay money, is an obligation of the City and not an obligation of any member of the City Council or any employee, other elected official, officer, or agent of the City in either an individual or an official capacity.

18. **Indemnification for City.**

A. Except as provided in paragraph D below, Developer shall indemnify and save City, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from City's execution of this Agreement, performance of City's obligations under this Agreement or the administration of its duties pursuant to this Agreement, any environmental matters arising out of or relating to the Site, or otherwise by virtue of City having entered in this Agreement.

B. After providing prompt written notice to Developer of any claim, City is entitled to use counsel of its choice and Developer shall reimburse City for all of its costs, including reasonable attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (A), above. City shall provide a statement of the costs incurred in the response or defense, and Developer shall pay City within 60 days of receipt of the statement. Developer may request reasonable documentation evidencing the costs shown on the statement. However, City is not required to provide any documentation which may be privileged or confidential to evidence the costs.

C. City may request Developer to resist or defend against any claim on behalf of an Indemnified Party. On such request, Developer shall resist or defend against such claim on behalf of the Indemnified Party, at Developer's expense. Developer is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided Developer is not entitled to settle any such claim without the consent of that Indemnified Party.

D. Notwithstanding anything herein to the contrary, Developer is not required to indemnify any Indemnified Party against or reimburse City for costs arising from any claim or liability occasioned by the acts or omissions of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of City's obligations under this Agreement, or the

administration of its duties under this Agreement, or otherwise by virtue of City having entered in this Agreement. Notwithstanding the previous sentence, if a claim against an Indemnified Party is occasioned by a default by the Indemnified Party under this Agreement, then the Developer shall have no indemnification obligation hereunder. Likewise, the Developer shall have no obligation to provided indemnity for costs arising from any claim or liability resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

E. An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides Developer with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford Developer notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

F. To the extent the Developer assigns this Agreement pursuant to Section 3, the Assignee shall have no liability under this Section 18 and the Developer's liability under this Section 18 shall survive such assignment.

19. **Governing Law; Venue.** The law of the State of South Carolina, without regard to any conflict of law provision that would direct a court to use the laws of another jurisdiction, govern this Agreement. Parties submit to venue and jurisdiction in the state and federal courts of the State of South Carolina.

20. **State Law Limitations.** Notwithstanding anything else in this Agreement to the contrary, City's commitments are subject to the provisions of the Code of Laws of South Carolina, 1976, as amended, and the City's Incentive Program.

[Signature Page Follows]

IT IS SO AGREED as of the date above first written.

CITY OF EASLEY, SOUTH CAROLINA

By: _____

Its: _____

RT CALHOUN MEMORIAL LLC

By: _____

Its: _____

[Signature Page to Incentive Agreement]

Exhibit A - Property Description

