Ordinance 2026-21

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, <u>underlined language</u> is language proposed to be added, language is not struck through or <u>underlined</u> 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 <u>and/or beverage</u> 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 ___ day of _________, 2026.

First Reading: July 13, 2026
Second Reading: September 14, 2026

CITY OF EASLEY, SOUTH CAROLINA

____
Lisa Talbert, Mayor

ATTEST:

____

Jennifer Bradley, Municipal Clerk

Approved as to Form:

____

Daniel Hughes, City Attorney

Exhibit A

CHAPTER 121: MOBILE FOOD VENDORS

Section

§ 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 foods and beverages for sale 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 and/or beverage products. For purposes of this Ordinance, Food Trailer is considered a Food Vehicle.

FOOD TRUCK. An enclosed motor vehicle equipped with facilities for preparing, cooking and selling various types of food and/or beverage products. For purposes of this Ordinance, Food Truck is considered a Food Vehicle.

MOBILE FOOD VENDOR (MFV). Any person selling food and/or beverage from a mobile vehicle or trailer, including a Food Truck, Mobile Market Food Truck and Food Trailer as defined herein. ~~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 and/or beverage products.

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. For purposes of this Ordinance, Mobile Market Food Truck is considered a Food Vehicle.

(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~~ requirements contained herein ~~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 vendor 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 or denial 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) All mobile food vendors must be self-contained and not utilize any outside power source or other utilities unless approved in writing by the city.

(F) Mobile food vendors 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 vendors shall also prominently display their approved city business license.

(G) The operation of Food Trucks, Mobile Market Food Trucks, and Food Trailers at public and private school and/or church events will be exempt from the zoning permit requirements contained herein.

(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 IN TIF DISTRICT ON ~~CITY~~ PUBLIC PROPERTY.

(A) The following regulations apply for Food Trucks, Mobile Market Food Trucks and Food Trailers (collectively "Food Vehicles") within the Tax Increment Financing (TIF) (the "TIF District") ~~boundary~~ on public property.

(1) Food Vehicles ~~trucks and mobile market food truck~~ are prohibited from operations on any street, sidewalk, alley, trail, or other right of way or on any public ~~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 square feet ~~squared~~.

(2) Food Vehicles ~~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 the primary ~~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 Vehicles ~~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) Food Vehicles ~~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 mobile 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 subject to the requirements contained herein. 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 utilize ~~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) Catering trucks cannot serve to the general public.

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

(I) 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 Building Official 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) of the City of Easley Code of Ordinances.

(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 DHEC (Department of Health and Environmental Control)~~, which has the primary task of inspecting mobile food vendors.

(B) The city codes officer ~~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) Food Vehicles are subject to an 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, of the City of Easley Code of Ordinances. 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)

Ordinance No. 2026-22

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.

WHEREAS, as part of a plan for development on multiple tracts of property, the application for annexation and zoning of the property described herein has been made in conjunction and concurrently with the application for annexation and zoning of adjacent property identified by Pickens County Tax Map No. 5039-19-60-8617 (Ordinance 2026-23) and the rezoning of property identified by Pickens County Tax Map No. 5039-19-61-8304 (Ordinance 2026-24), and therefore, the adoption of this ordinance is contingent upon the adoption of Ordinance 2026-23 and Ordinance 2026-24.

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. Contingency of Ordinance

This ordinance shall only take effect upon the adoption of Ordinances 2026-23 and 2026-24, which ordinances, along with this ordinance, are being considered in conjunction and concurrently with a proposed development on properties identified as Pickens County Tax Map No. 5039-19-61-2348, 5039-19-60-8617, and 5039-19-61-8304.

Section 4. 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 5. 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: September 14, 2026

CITY OF EASLEY, SOUTH CAROLINA

____

Lisa Talbert, Mayor

ATTEST:

____

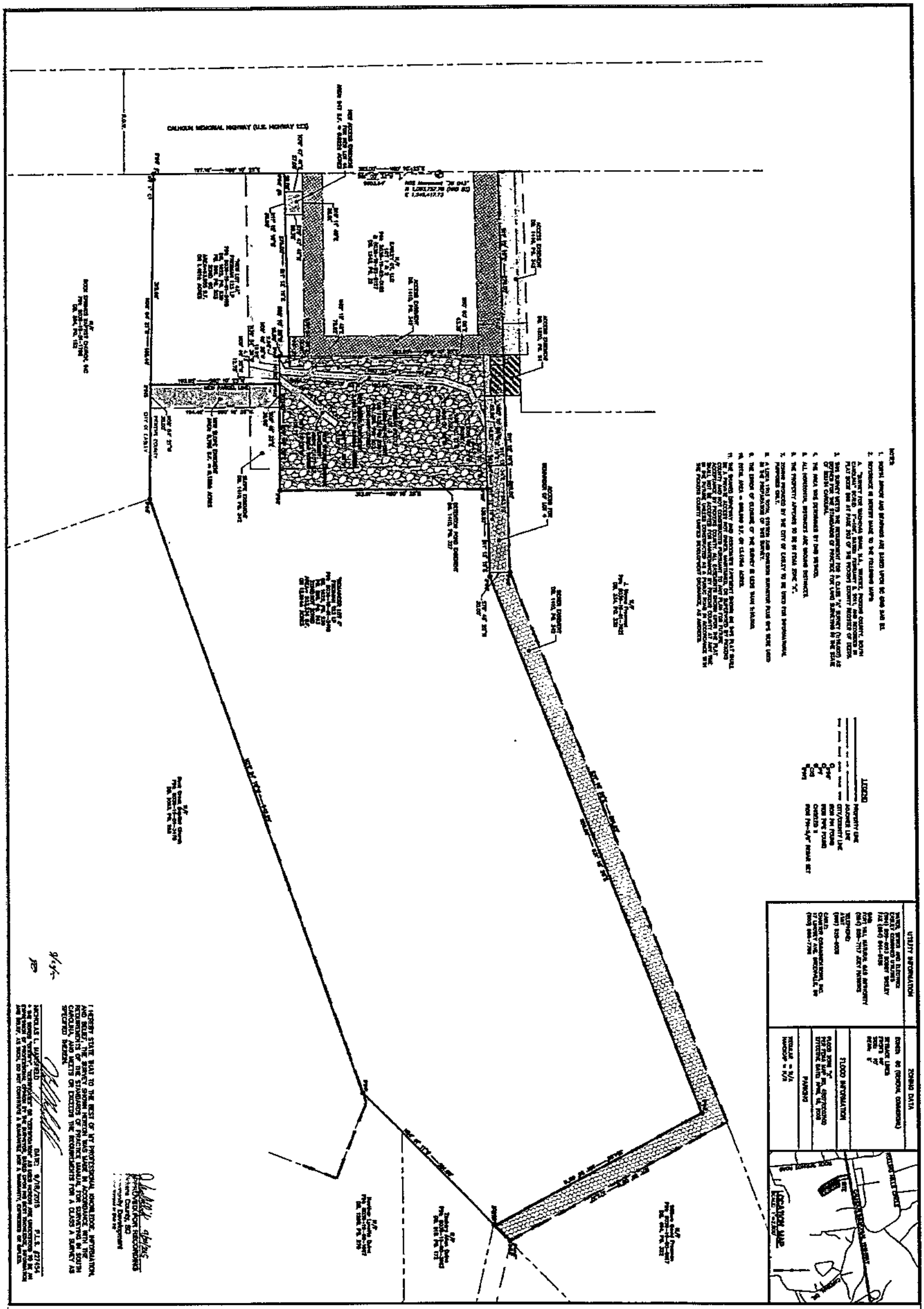
Jennifer Bradley, Municipal Clerk

Approved as to Form:

____

Daniel Hughes, City Attorney

EXHIBIT A – Survey showing proposed annexation



SUBDIVISION PLAT - SUPERCEDES PLAT BOOK 595, PAGE 309

PREPARED FOR:
SC EASLEY CMH, LLC
PROPERTY OF:
FREEMAN 123 LP
CALHOUN MEMORIAL HIGHWAY
CITY OF EASLEY, PICKENS COUNTY, SOUTH CAROLINA

REVISIONS

SURVEY MATTERS, LLC
LAND SURVEYING SERVICES
103 East Butler Road, Suite J
Mauldin, South Carolina 29662
(864) 451-0176
mick@survey-matters.com

DRAWN	NMR
CHECKED	NLM
SCALE	1" = 60'
DATE OF SURVEY	MAR. 11, 2015
DATE OF PLAN	APRIL 14, 2015
PROJECT NO.	15-019
SHEET NO.	1 of 1

Ordinance No. 2026-23

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.

WHEREAS, as part of a plan for development on multiple tracts of property, the application for annexation and zoning of the property described herein has been made in conjunction and concurrently with the application for annexation and zoning of adjacent property identified by Pickens County Tax Map No. 5039-19-61-2348 (Ordinance 2026-22) and the rezoning of property identified by Pickens County Tax Map No. 5039-19-61-8304 (Ordinance 2026-24), and therefore, the adoption of this ordinance is contingent upon the adoption of Ordinance 2026-22 and Ordinance 2026-24.

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. Contingency of Ordinance

This ordinance shall only take effect upon the adoption of Ordinances 2026-22 and 2026-24, which ordinances, along with this ordinance, are being considered in conjunction and concurrently with a proposed development on properties identified as Pickens County Tax Map No. 5039-19-61-2348, 5039-19-60-8617, and 5039-19-61-8304.

Section 4. 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 5. 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: September 14, 2026

CITY OF EASLEY, SOUTH CAROLINA

____

Lisa Talbert, Mayor

ATTEST:

____

Jennifer Bradley, Municipal Clerk

Approved as to Form:

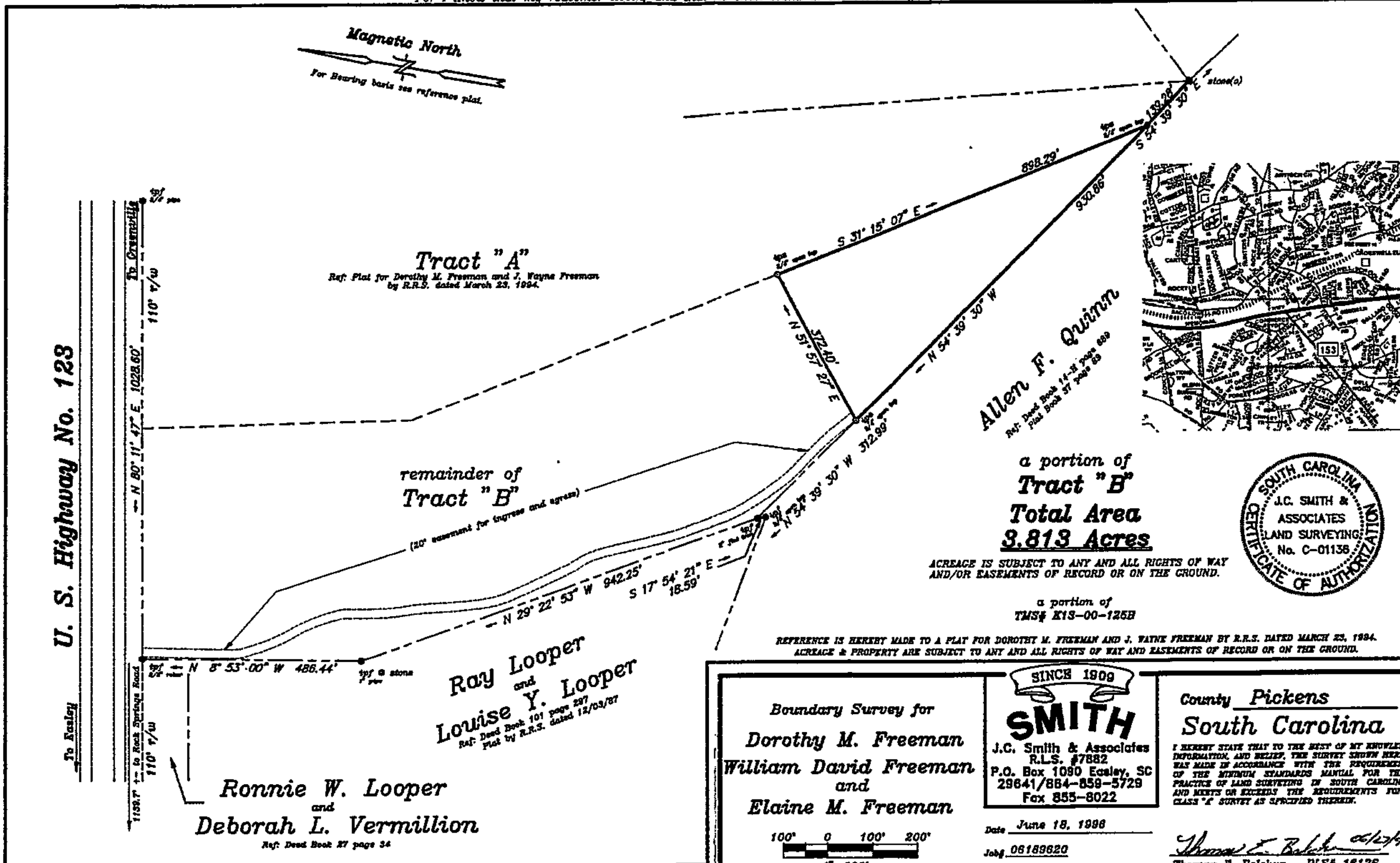
____

Daniel Hughes, City Attorney

EXHIBIT A – Survey showing proposed annexation

K13-00-125H

For I Know that my redeemer liveth, and that he shall stand at the latter day upon the earth



REFERENCE IS HEREBY MADE TO A PLAT FOR DOROTHY M. FREEMAN AND J. WAYNE FREEMAN BY R.R.S. DATED MARCH 23, 1994.
ACREAGE & PROPERTY ARE SUBJECT TO ANY AND ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR ON THE GROUND.

Boundary Survey for

Dorothy M. Freeman
William David Freeman
and
Elaine M. Freeman

100' 0 100' 200'
1" = 200'

SINCE 1909
SMITH
J.C. Smith & Associates
R.L.S. #7882
P.O. Box 1090 Easley, SC
29641/864-859-5729
Fax 855-8022

Date June 18, 1996
Job# 06189620

County Pickens
South Carolina

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

Thomas E. Belcher 06/27/96
Thomas E. Belcher PLS# 16126

Ordinance No. 2026-24

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.

WHEREAS, as part of a plan for development on multiple tracts of property, the application for rezoning of the property described herein has been made in conjunction and concurrently with the application for annexation and zoning of adjacent properties identified by Pickens County Tax Map No. 5039-19-61-2348 (Ordinance 2026-22) and 5039-19-60-8617 (Ordinance 2026-23), and therefore, the adoption of this ordinance is contingent upon the adoption of Ordinance 2026-22 and Ordinance 2026-23.

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. Contingency of Ordinance

This ordinance shall only take effect upon the adoption of Ordinances 2026-22 and 2026-23, which ordinances, along with this ordinance, are being considered in conjunction and concurrently with a proposed development on properties identified as Pickens County Tax Map No. 5039-19-61-2348, 5039-19-60-8617, and 5039-19-61-8304.

Section 4. 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 5. 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: September 14, 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

CERTIFICATE OF ACCURACY

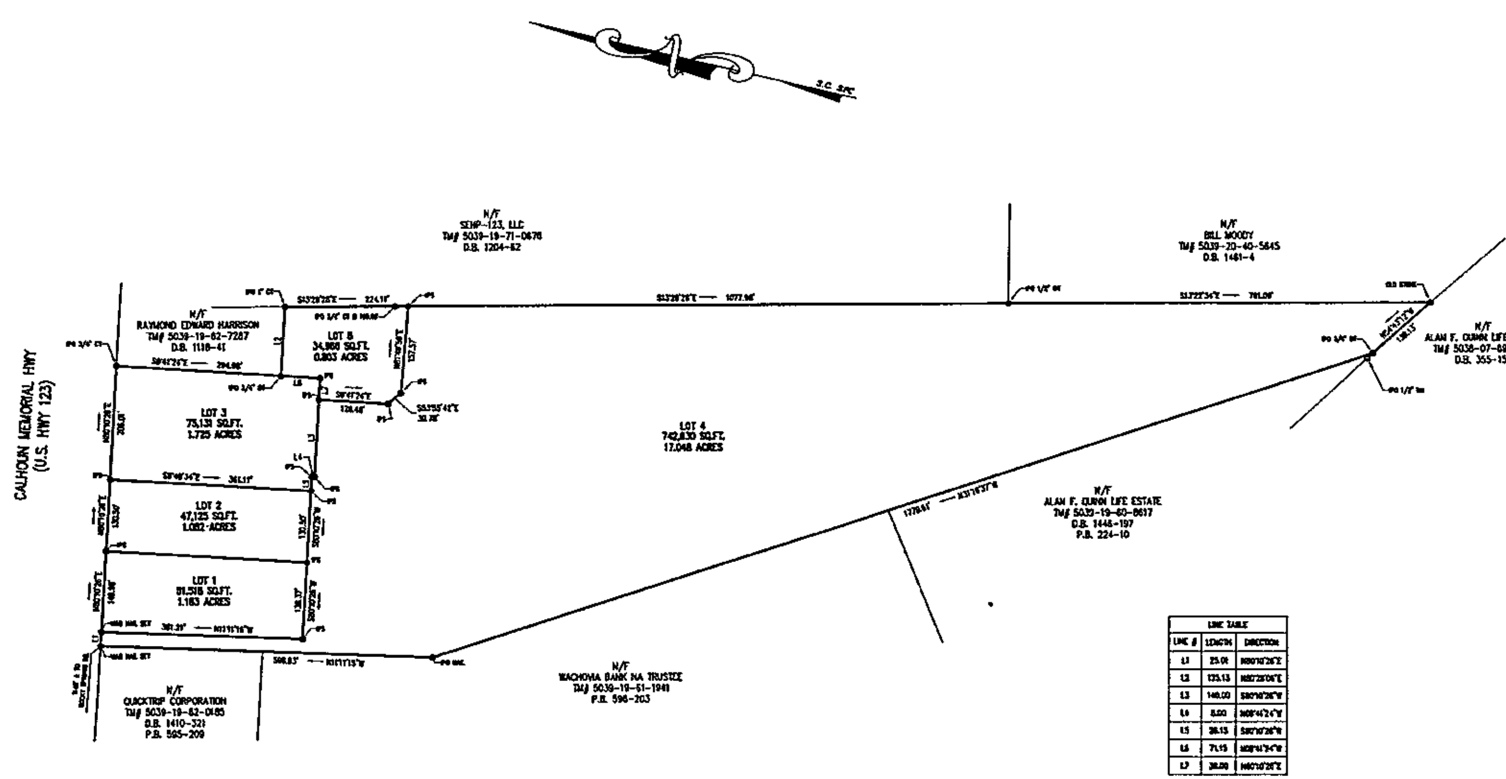
10/7/13
DATE
A. CLAY JONES, P.L.S.
S.C. REG. NO.

CERTIFICATE OF OWNERSHIP AND DEDICATION

DATE 11/15/13 SIGNED
DATE 11/15/13 SIGNED
DATE SIGNED
DATE SIGNED

CERTIFICATE OF APPROVAL FOR RECORDING

DATE 12/23/2013
AUTHORIZED REPRESENTATIVE
PICKENS COUNTY PLANNING COMMISSION



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.01	N80°10'26"E
L2	123.13	N02°28'06"E
L3	140.00	S80°10'26"W
L4	8.00	N08°41'24"W
L5	38.13	S80°10'26"W
L6	71.15	N08°41'24"W
L7	38.00	N80°10'26"E

APPROVED
PICKENS COUNTY
E-911 Administration
and Address Information
12/23/13

FLOOD ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP, PICKENS COUNTY, SOUTH CAROLINA, WITH AN EFFECTIVE DATE OF APRIL 16, 2008, THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" PER F.I.R.M. NO. 45077C 0300 D.

REFERENCE PLAT

1. PLAT ENTITLED "SURVEY FOR DOROTHY M. FREEMAN AND J. WAYNE FREEMAN RECORDED IN P.B. 224 PG. 9 & 10.

TAX ASSESSOR PARCEL NO.

5039-19-61-7621

LEGEND

S100357-SubdivisionPhase3

REVISED
MARCH 19, 2013-MOVE LOT LINES
OCTOBER 17, 2013-MOVE LOT LINE LOT 1 & 2
NOVEMBER 7, 2013-MOVE LOT LINE LOT 1 & 2

SUMMARY PLAT

SC CALHOUN MEMORIAL HIGHWAY, LLC

OWNER
WAYNE J. FREEMAN
349 CARDINAL DR.
EASLEY, SC 29642

NO. OF ACRES: 21.840 MILES OF NEW ROAD: N/A
NO. OF LOTS: 4 DATE: 11-19-12
ERROR OF CLOSURE: 1:10,000

SCALE: 1" = 100'

100 0 100 200

SITE DESIGN, INC.

ORDINANCE 2026-25

AN ORDINANCE OF THE CITY OF EASLEY, SOUTH CAROLINA, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT 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 promote 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 Development 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 Target store (the "Project");

WHEREAS, the Project represents a significant economic development opportunity for the City in the form of increased fees, license and tax revenue;

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.

THIS ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON SECOND READING.

First Reading and Public Hearing:____________, 2026

Second Reading and Public Hearing:__________, 2026

CITY OF EASLEY, SOUTH CAROLINA

____

Lisa Talbert, Mayor

Attest:

____

Jennifer Bradley, City Clerk

Approved as to Form:

____

Daniel Hughes, City Attorney

STATE OF SOUTH CAROLINA)
) **DEVELOPMENT AGREEMENT**
COUNTY OF PICKENS)

THIS DEVELOPMENT 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."

RECITALSWHEREAS, 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 Target Corporation, its successors and/or assigns ("Target") to develop the Site such that it will be suitable for Target to establish a new location on a portion of the Site ("Project");

WHEREAS, Developer intends to assign this Agreement to Target Corporation upon the acquisition of the Site, and the purpose of this Agreement is to govern the relationship between the Parties regarding the development of a Target store upon commencement of the Project; and,

WHEREAS, Target 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 obligations of Developer contained herein, or its successors and assigns, are contingent upon the commencement of the Project;

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 Agreement is in the best interests of the citizens and residents of the City of Easley.

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, at execution of this Agreement, 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.

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, prior to conducting any business with the general public from the Site, develop the Site by constructing the following public infrastructure, all as more particularly shown on the Site Plan (collectively, “Infrastructure”):

(1) Roadway improvements to Calhoun Memorial Highway; and,

(2) Access road and related public improvements (collectively, “Access Road”); and,

(3) As a prerequisite to the City’s acceptance of the Access Road, Developer shall provide a warranty to the City for a period of two (2) years (“Warranty Period”) along with a Warranty Bond acceptable to the City. The warranty shall pertain to the design and construction of the Access Road in accordance with the City’s standards and their satisfactory performance during the warranty period. The warranty period shall commence with the City’s formal acceptance of the Access Road. If, during the Warranty Period, the City Engineer, or his designee, determines that repairs to the Access Road become necessary as a result of a defect at any time during the Warranty Period, said repairs shall be made by the Developer at the Developer’s expense upon written notice from the City Engineer, or his designee.

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, in accordance with the terms set forth herein, dedicate the Access Road to the City as per the City of Easley Unified Development Ordinance.

d. <u>Compliance with Building, Zoning, and Environmental Laws</u>. All construction and development of the Infrastructure must, subject to rights of contest, appeal, and other applicable rights of an owner with respect to governmental action, be performed in accordance with 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, subject to rights of contest, appeal, and other applicable rights of an owner with respect to governmental action, 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.

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 (including the Access Road), 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. Based upon SCDOT's infrastructure requirements, the construction of the Project is dependent upon acquiring the consent or easement rights of landowners adjacent to the Access Road. Despite its good faith efforts, Developer was unable to obtain the necessary easement consent rights to modify the access road to the site. Therefore, on August 10, 2026, Easley City Council, by majority vote, authorized the filing of an action for eminent domain/condemnation to acquire the necessary easement rights for the Access Road to the Site. To this end, Developer agrees to reimburse City in an amount not to exceed $25,000.00 for all legal fees and costs related to its action for eminent domain/condemnation (the "**Condemnation Contribution**").

d. Notwithstanding anything in this Agreement to the contrary, the City is under no obligation to accept the Dedication of the Access Road if a Target store is not constructed on the Site.

4. **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 Target. The City and the Developer agree that any such Assignee shall have no liability (i) under Section 18 below; provided however, the Developer's liability under Section 18 shall survive such assignment, nor (ii) for any obligations or liabilities relating to, incurred or accruing under this Agreement (or in any way relating to the Project) prior to the date of such assignment to Target (the "**Target Assignment Date**"). Without limiting the generality of the foregoing, Target has not assumed and will not be obligated to pay, perform or otherwise discharge any obligations or liabilities related to, incurred or accruing under the Agreement prior to the Assignment Date which with the passage of time or the giving of notice or both would constitute a default or event of default under this Agreement (the "**Pre Assignment Obligations**"), nor will Target's rights under the Agreement be affected by any such Pre Assignment Obligations. Prior to the Assignment Date, the City will issue to Target an estoppel certificate which is reasonably acceptable to Target.

5. **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.

6. **Term.** This Agreement shall terminate upon the acquisition by the City of the Access Road ("Term"). Upon the termination of this Agreement, the City must promptly execute, at no charge to Target, a recordable form of Termination and Release of the Development Agreement from those obligations under this Agreement.

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

To Developer:

To City:

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

To Target:

Target Corporation
Target Properties
Attn: Real Estate Portfolio Management/[Easley, SC/T-____]
1000 Nicollet Mall, TPN 12H
Minneapolis, MN 55403

8. **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 take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement; provided, however, that Target will never be liable for consequential, speculative or special damages under this Agreement or in connection with the Project.

9. **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.

10. **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.

11. **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.

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

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

14. **Target as a Third-Party Beneficiary.** Notwithstanding anything to the contrary in this Agreement, including Section 13 above, Target is a third-party beneficiary of this Agreement. Without limiting the generality of the foregoing, the parties hereto agree to obtain Target's written agreement prior to entering into or consenting to any amendment or other modification (including any waiver of any provision, right or remedy) with respect to 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. 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; picketing or other labor disputes; explosion; sabotage; riot or civil commotion; epidemic or pandemic; public health emergency; act of war; fire or other casualty; unavailability of labor or materials; concealed physical conditions; supply chain disruptions; legal requirements, including governmental action or inaction.

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; PROVIED HOWEVER, THE FOREGOING DOESN'T LIMIT ANY RIGHTS FOR DEVELOPER OR TARGET TO OBTAIN EQUITABLE RELIEF IN CONNECTION WITH ANY TERM, COVENANT OR CONDITION OF THIS AGREEMENT, INCLUDING A PROCEEDING FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, PERMANENT INJUNCTION OR SPECIFIC PERFORMANCE.

17. **No City Personnel Liability; No Developer Personal 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. Any Developer obligation contained in this Agreement, including any obligation to pay money, is an obligation of the Developer and not an obligation of any person or entity comprising Developer (whether partners, shareholders, officers, directors, members, managers, trustees, employees, beneficiaries or otherwise) whether in an individual or a corporate 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. Notwithstanding anything to the contrary in this Agreement, 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.

G. City and RT Calhoun Memorial LLC ("Original Developer"), must indemnify, defend and hold harmless Target from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature whatsoever resulting from (a) any claim or alleged claim of any default or breach of any provision(s) of this Agreement, and/or (b) Target's inability to construct, complete, open for business, or operate the Target store due to any failure to comply with the terms and provisions of this Agreement.

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; provided however, that if any of the City's obligations under this Agreement are invalid or limited by the foregoing, then (i) such reformed provision will be enforceable to the fullest extent permitted by applicable law, and (ii) Developer's obligations will be concomitantly adjusted to reflect the City's inability to perform under this Agreement.

21. **No Other Obligations.** Notwithstanding anything to the contrary in this Agreement, this Agreement does not, except as specifically provided herein, impose on Developer, Target, the Site, or customers of the foregoing, any of the foregoing any (i) monetary obligation, including any additional fees or any additional tax (ad valorem, sales tax, special assessments or otherwise), and/or (ii) non-monetary encumbrance, obligation or restriction (including, affirmative or negative covenants, easements, or restrictions with respect to construction, opening, sales, uses, public use and access of and within the Site or any portion thereof, record-keeping, reporting, insurance, employee obligations relating to operation, use and hiring [including collective bargaining], transfers of the Site, and contests of property assessments or taxes).

22. **Recitals.** The Recitals portion of this Agreement set forth above are incorporated herein as if set forth verbatim, but in any event, subject to the specific terms and provisions of the Agreement.

[Signature Page Follows]

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

CITY OF EASLEY, SOUTH CAROLINA

By:______________________________________

Lisa Talbert

Its: Mayor

RT CALHOUN MEMORIAL LLC

By:______________________________________

Its:______________________________________

[Signature Page to Development Agreement]

Exhibit A - Property Description

<u>Exhibit B - Site Plan</u>

ORDINANCE NO. 2026-26

AN ORDINANCE OF THE CITY OF EASLEY, SOUTH CAROLINA, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (UDO), CHAPTER 6, ARTICLE 6.4 CONDITIONAL USE STANDARDS, SECTION 6.4.2(D), SECTION 6.4.2(L), SECTION 6.4.2(A); CHAPTER 10, SECTION 10.3.1, AND, CHAPTER 12, ARTICLE 12.1, TABLE OF PERMITTED USES, TO MODIFY THE PERMITTING OF ATTACHED SINGLE-FAMILY (TOWNHOMES), SHORT TERM RENTALS (STRS), ACCESSORY DWELLING UNITS (ADUS), AND FREESTANDIGN SIGN AREA STANDARDS.

WHEREAS, the Unified Development Ordinance establishes conventional zoning districts to implement the City's land use and comprehensive planning objectives; and,

WHEREAS, the City of Easley maintains and enforces zoning standards through the adoption of the recent Unified Development Ordinance, adopted October 2025; and,

WHEREAS, the Planning and Development Department is consistently seeking to improve these standards through the addition and supplementation of standards in the form of text amendments; and

WHEREAS, the Mayor and City Council desire to correct scrivener's errors and omissions from the Unified Development Ordinance adopted in 2025 and whose amendments improve internal consistency, accuracy, and usability of the UDO; and,

WHEREAS, the Mayor and City Council further desire to establish clarity to residents as to where townhomes, short-term rentals, and accessory units are permitted in the City, adding their usage as a Conditional use category within the Table of Permitted Uses of the Unified Development Ordinance; and,

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

Section 2. Section 6.4(D): Dwelling, Attached Single-Family

Amendment 1 – Appendix 12.1: Table of Permitted Uses

Chapter 12, Article 12.1 – Table of Permitted Uses, appearing on Page 198 of the Unified

Development Ordinance, is hereby amended to:

Dwelling, Attached Single Family (Townhouse)			C	~~P~~ C	~~P~~ C		~~P~~ C						

Amendment 2 – Section 6.4.2(D): Dwelling, Attached Single-Family

Chapter 16, Article 6.4(D) – Dwelling, Attached Single-Family, appearing on Page 77 of the Unified Development Ordinance, is hereby amended to read as follows:

The following development standards shall apply to all Attached Single-Family Dwellings (Townhomes), regardless of the zoning district in which they are permitted. These standards shall apply whether the use is permitted by right or as a conditional use.

1. Maximum Number of Attached Units: No more than 6 attached, single-family units shall be permitted per building.

2. Side Setbacks: Attached Single-Family units are exempt from side setbacks where they are otherwise permitted in this Article and conform to any other applicable regulations. This exemption only applies to the internal units, or those units that share walls more than one unit, the end units shall conform to the side setbacks.

3. Entrances: All attached single-family dwellings (townhomes, rowhomes, etc.) shall have an independent ingress and egress. Rear access from alleys is encouraged.

4. Building Design: All applications for attached single-family units shall be subject to review by the ARB in the form of a Major Architectural Review application.

5. Parking: All parking should be encouraged to be located to the rear and accessed via an alley or rear lane. The design of this alley shall be subject to regulations by the Agency Having Jurisdiction (AHJ).

6. Minimum Lot Standards: Individual attached single-family dwelling lots shall have a minimum lot area of 2,400 square feet and a minimum lot width of 20 feet.

7. Maximum Individual Lot Coverage: Notwithstanding the lot coverage limitations of the underlying zoning district, impervious surfaces shall not exceed eighty (80) percent of an individual attached single-family dwelling lot. A minimum of twenty (20) percent of each individual lot shall remain pervious. This requirement shall apply independently of, and shall not replace or reduce, any green or open space required for the overall development pursuant to Section 7.7. For attached single-family dwellings located on a common parcel without individual dwelling lots, the applicable lot coverage requirements of the underlying zoning district and the green and open space requirements of Section 7.7 shall apply.

Section 3. Section 6.4.2(L): Short-Term Rentals

Amendment 1 – Appendix 12.1: Table of Permitted Uses

Chapter 12, Article 12.1 – Table of Permitted Uses, appearing on Page 199 of the Unified Development Ordinance, is hereby amended to read:

Manufactured Home Subdivision				C									
Rooming House or Boarding House					SE	SE							
Short Term Rental	C	C	C	C	C					C			
Zero-Lot Line or Patio Home			C	C	C			C					

Amendment 2 – Section 6.4(D): Dwelling, Attached Single-Family

Chapter 16, Article 6.4.2(L) – Short Term Rental, appearing on Page 80 of the Unified Development Ordinance, is hereby amended to read as follows:

L. Short Term Rental

1. Applicability: Short Term Rental is the leasing of a room and/or home for a period of 30 days or less.

2. Proximity: *redacted* ~~The applicant shall provide a list of all other short-term rentals within a 300' radius at the time of application.~~

3. Maximum units: No more than 3 independently rentable sleeping units shall be permitted within a dwelling located in the CC zoning district. Only (1) unit per other zoning districts ~~per dwelling unit~~.

4. Parking: Shall provide one, independently accessible, on-site parking space per unit rented. No tandem parking permitted.

5. Maximum number of consecutive days short term rental may be rented to a renter: 29

6. Business License: Property owner required to acquire a business license with the City of Easley. Prior to the issuance of a business license, the applicant shall first produce a valid Certificate of Occupancy from the Agency Having Jurisdiction (AHJ). Business License numbers hall be displayed on all advertisements and/or bookings for short term rental. Applicant properties may be subject to an inspection by the City of Easley upon application.

7. Contact: Property owner, or resident manager, shall provide the City a contact number that is available 24/7 for contact and immediate response with a responsible agent that can be on site within 1 hour of contact. The property owner or resident manager shall have a primary residence within 40 miles of the use.

8. Guest Registry: The owner or responsible agent shall maintain a guest register to include names, addresses, phone numbers, and dates of occupancy of all guests.

9. Structures Excluded: Campers, Boats, any form of recreational vehicle, mobile or manufactured homes, and structures not intended for permanent residence shall not be used as short-term rentals.

10. Nuisance Compliance: The property owner or responsible agent shall ensure compliance with all applicable City ordinances relating to noise, parking, trash, property maintenance, and other public nuisances. Repeated violations may constitute grounds for suspension or revocation of the associated business license in accordance with applicable City procedures.

Section 4. Section 6.4.2(A): Accessory Dwelling Unit, Accessory Apartment

Amendment 1 – Appendix 12.1: Table of Permitted Uses

Chapter 12, Article 12.1 – Table of Permitted Uses, appearing on Page 198 of the Unified Development Ordinance, is hereby amended to:

Accessory Dwelling Unit	C	C	C	C	C		C	C	C	C			
~~Accessory Apartment~~							~~C~~	~~C~~	~~C~~	~~C~~			

Amendment 2 – Section 6.4(A): Attached or Detached, Accessory Dwelling Units

Chapter 6, Article 6.4.2(A) Attached or Detached, Accessory Dwelling Units or Accessory Apartments, appearing on Page 76 of the Unified Development Ordinance, is hereby amended to read as follows:

1. General Standards: Design shall be governed by overlay district, if applicable. Accessory Dwelling Units and Accessory Apartments shall comply with the applicable accessory use and accessory structure standards contained in Section 6.5, including all applicable requirements relating to location, setbacks, maximum lot coverage, size, height, number of structures, and design, in addition to the following standards ~~See 6.5 for additional standards~~.

2. Purpose: The purpose of an Accessory Dwelling Unit or Accessory Apartment is to provide flexible housing opportunities that support aging in place, multigenerational living, housing for caregivers, adult children returning home, modest residential infill, and compatible mixed-use development while maintaining the character of existing neighborhoods and commercial districts.

3. Number: No more than one (1) Accessory Dwelling Unit or Accessory Apartment shall be permitted per lot.

4. Principal Use: An Accessory Dwelling Unit or Accessory Apartment shall only be permitted on a lot containing:

a. A legally established principal single-family detached dwelling within the R-10, R-7.5, RPH-6, GR-1, or GR-2 zoning district; or

b. A legally established principal nonresidential use within the OI, NC, GC, or CC zoning district.

An Accessory Dwelling Unit or Accessory Apartment shall remain incidental and subordinate to the principal use of the property.

5. Location on Residentially Zoned Property: Within the R-10, R-7.5, RPH-6, GR-1, and GR-2 zoning districts, an Accessory Dwelling Unit may be attached to, located within, or detached from the principal single-family dwelling.

A detached Accessory Dwelling Unit shall be located to the side or rear of the principal dwelling and shall not be located between the principal dwelling and a public street.

6. Location on Commercially or Institutionally Zoned Property: Within the OI, NC, GC, and CC zoning districts, an Accessory Apartment shall be located above, behind, or within the same building as the principal nonresidential use.

An Accessory Apartment shall not be established as a detached principal residential structure on commercially or institutionally zoned property.

7. Owner Occupancy: Within the R-10, R-7.5, RPH-6, GR-1, and GR-2 zoning districts, either the principal dwelling or the Accessory Dwelling Unit shall serve as the property owner's primary residence.

The property owner shall not claim a homestead exemption, primary residence exemption, or equivalent tax exemption on any other residential property. Owner occupancy shall be maintained for the duration of the Accessory Dwelling Unit's existence.

The owner-occupancy requirement shall not apply to an Accessory Apartment located within the OI, NC, GC, or CC zoning district.

8. Occupancy: Within the R-10, R-7.5, RPH-6, GR-1, and GR-2 zoning districts, the principal dwelling and the Accessory Dwelling Unit may each be occupied independently; however, the property owner shall continuously occupy either the principal dwelling or the Accessory Dwelling Unit as the owner's primary residence.

Within the OI, NC, GC, and CC zoning districts, an Accessory Apartment may be occupied independently of the owner or operator of the principal nonresidential use.

9. Maximum Size: Accessory Dwelling Units and Accessory Apartments shall not exceed one thousand two hundred (1,200) square feet.

A detached Accessory Dwelling Unit shall comply with the maximum accessory structure size established in Section 6.5.2 and shall not be larger than the principal dwelling.

10. Lot Coverage and Setbacks: An Accessory Dwelling Unit or Accessory Apartment shall remain subject to all applicable maximum lot coverage limitations and setback requirements established by the underlying zoning district and Section 6.5.

Approval of an Accessory Dwelling Unit or Accessory Apartment shall not authorize an increase in maximum lot coverage or a reduction in any required setback.

11. Parking: One (1) additional independently accessible off-street parking space shall be provided for the Accessory Dwelling Unit or Accessory Apartment unless the unit is located entirely within the principal structure.

Tandem parking shall not be used to satisfy this requirement.

12. Utilities: An Accessory Dwelling Unit or Accessory Apartment may utilize shared utility connections with the principal structure or separate metered service where approved by the applicable utility provider and Agency Having Jurisdiction.

13. Addressing: An Accessory Dwelling Unit or Accessory Apartment may be assigned a separate address by the Agency Having Jurisdiction for emergency response, mail delivery, utility service, and identification purposes.

The assignment of a separate address shall not create or establish a separate legal lot, ownership interest, or development parcel.

14. Separate Sale or Subdivision: An Accessory Dwelling Unit or Accessory Apartment shall not be subdivided, conveyed, transferred, or sold separately from the principal structure or the lot upon which it is located.

15. Rental Periods:

a. Residential Zoning Districts:

Within the R-10, R-7.5, RPH-6, GR-1, and GR-2 zoning districts, neither the principal dwelling nor the Accessory Dwelling Unit may be rented or leased for a period of thirty (30) consecutive days or less.

b. OI, NC, and GC Zoning Districts:

An Accessory Apartment located within the OI, NC, or GC zoning district shall only be rented or leased for a period exceeding thirty (30) consecutive days.

c. CC Zoning District:

An Accessory Apartment located within the CC zoning district may be used as a ShortTerm Rental where permitted by Appendix 12.1, provided the use complies with all applicable Short-Term Rental standards contained in this Ordinance.

16. Private Restrictions: Approval of an Accessory Dwelling Unit or Accessory Apartment under this Ordinance shall not supersede, invalidate, or modify any private deed restriction, restrictive covenant, homeowners' association declaration, homeowners' association bylaw, or other private agreement.

Compliance with private restrictions shall remain the sole responsibility of the property owner.

17. Compliance: All Accessory Dwelling Units and Accessory Apartments shall comply with applicable zoning, building, fire, health, utility, and life-safety requirements prior to occupancy. A valid Certificate of Occupancy shall be obtained from the Agency Having Jurisdiction before the Accessory Dwelling Unit or Accessory Apartment may be occupied.

Section 5. Section 10.3.1: Applicable to All Ground Signs

Chapter 10, Article 10.3.1. Applicable to all Ground Signs, appearing on Page 185 of the Unified Development Ordinance, is hereby amended to add:

A. Allowable Area. If there is no ground sign on the site or developed lot, 1 ½ square feet of wall signage shall be permitted for each lineal foot of the building front of the principal building. If a ground sign is on the site or developed lot, then only 1 square foot of wall signage shall be permitted for each lineal foot of the building front of the principal building.

Freestanding signs shall be permitted within the OI, NC, GC, CC, IND, and MED zoning districts. The maximum allowable freestanding sign area shall be calculated at one (1) square foot of sign area for each linear foot of street frontage for the first one hundred (100) feet, plus one-half (½) square foot of sign area for each linear foot of street frontage exceeding one hundred (100) feet.

In no case shall the total freestanding sign area exceed the applicable maximum established in the following table:

Zoning District	One Street Frontage	Two or More Street Frontages
OI, Office Institutional	40 sq. ft.	60 sq. ft.
NC, Neighborhood Commercial	50 sq. ft.	75 sq. ft.
GC, General Commercial	125 sq. ft.	150 sq. ft.
CC, Core Commercial	65 sq. ft.	90 sq. ft.
IND, Industrial	125 sq. ft.	150 sq. ft.
MED, Medical	40 sq. ft.	60 sq. ft.

The allowable sign area shall be based on the applicable street frontage and shall be subject to the maximum sign area established by the table.

B. ~~Double Frontage Lots~~ Multiple Street Frontages. With regard to wall sign allowances, if a building, structure, or freestanding canopy faces more than one road frontage, each wall facing a road frontage shall be permitted to have the sign area specified for such building, structure, or freestanding canopy in this Code Section.

A developed site, lot, or parcel with frontage on two (2) or more streets may be permitted one (1) freestanding sign for each street frontage.

The combined sign area of all freestanding signs located on the site, lot, or parcel shall not exceed the maximum area shown in the "Two or More Street Frontages" column of the table contained in Subsection A.

The total allowable sign area may be divided among the permitted freestanding signs. Each freestanding sign shall be located along and oriented toward the street frontage it is intended to serve.

For example, an OI-zoned property with frontage on two streets may contain two freestanding signs with a combined sign area not exceeding sixty (60) square feet. The allowable area may be divided between the signs, such as thirty (30) square feet per sign or forty (40) square feet on one frontage and twenty (20) square feet on the other frontage.

The allowance for an additional freestanding sign on a second or subsequent street frontage shall not provide a separate maximum sign-area allowance for each frontage.

Section 6. Codification and Effective Date.

The amendments contained herein shall be codified within the Unified Development Ordinance of the City of Easley and shall be effective upon second and final reading of this Ordinance.

Section 7. Severability.

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.

First Reading: September 14, 2026
Second Reading: October 12, 2026

CITY OF EASLEY, SOUTH CAROLINA

____

Lisa Talbert, Mayor

ATTEST:

____

Jennifer Bradley, Municipal Clerk

Approved as to Form:

____

Daniel Hughes, City Attorney

Proposed UDO Amendment – Attached Single-Family (Townhome) Standards

Amendment 1 – Appendix 12.1: Table of Permitted Uses

- Amend the GR-1, GR-2, and OI zoning districts by changing Dwelling, Attached Single-Family from Permitted (P) to Conditional (C).
- Attached single-family dwellings shall remain classified as Conditional (C) in the RPH-6 zoning district.

The Conditional designation shall direct applicants to the applicable development standards contained in Section 6.4(D). Review shall remain administrative and shall not require a public hearing, unless the project is considered a Major Subdivision, PUD, or FRD.

Amendment 2 – Section 6.4(D): Dwelling, Attached Single-Family

Add the following introductory paragraph immediately preceding Item 1:

The following development standards shall apply to all Attached Single-Family Dwellings (Townhomes), regardless of the zoning district in which they are permitted. These standards shall apply whether the use is permitted by right or as a conditional use.

Amendment 3 – Minimum Lot Standards

Add the following provision to Section 6.4(D):

Minimum Lot Standards: Individual attached single-family dwelling lots shall have a minimum lot area of 2,400 square feet and a minimum lot width of 20 feet.

Amendment 4 – Maximum Individual Lot Coverage

Add the following provision to Section 6.4(D):

Maximum Individual Lot Coverage: Notwithstanding the lot coverage limitations of the underlying zoning district, impervious surfaces shall not exceed eighty (80) percent of an individual attached single-family dwelling lot. A minimum of twenty (20) percent of each individual lot shall remain pervious.

This requirement shall apply independently of, and shall not replace or reduce, any green or open space required for the overall development pursuant to Section 7.7.

For attached single-family dwellings located on a common parcel without individual dwelling lots, the applicable lot coverage requirements of the underlying zoning district and the green and open space requirements of Section 7.7 shall apply.

Purpose of the Amendment

The purpose of the proposed amendment is to establish realistic and appropriate dimensional, design, and lot coverage standards for attached single-family dwellings. The existing minimum lot size, lot width, and lot coverage requirements are generally structured around detached single-family homes and do not adequately account for the unique development pattern of townhomes, including shared walls and individually platted lots.

Proposed UDO Amendment – Short-Term Rentals (STRs)

Amendment 1 – Appendix 12.1: Table of Permitted Uses

Amend the Table of Permitted Uses to allow Short-Term Rentals as a Conditional (C) use in the following zoning districts:

- R-10
- R-7.5
- RPH-6
- GR-1
- GR-2

The Conditional designation shall require compliance with the standards contained in Section 6.4(L). Approval shall remain an administrative review by City staff and shall not require review by the Planning Commission or City Council.

Amendment 2 – Section 6.4(L)

Retain the existing standards with the following revisions:

2. Proximity

Delete the current proximity requirement requiring applicants to provide a list of all other short-term rentals within a 300-foot radius.

Reason: The proximity requirement is difficult to administer and enforce and does not directly address operational impacts associated with short-term rentals.

3. Maximum Units

Revise the standard to read:

Maximum Units: No more than three (3) independently rentable sleeping units shall be permitted within a dwelling located in the CC zoning district. Only (1) unit per other zoning districts.

10. Nuisance Compliance *(New)*

Add the following provision:

Nuisance Compliance: The property owner or responsible agent shall ensure compliance with all applicable City ordinances relating to noise, parking, trash, property maintenance, and other public nuisances. Repeated violations may constitute grounds for suspension or revocation of the associated business license in accordance with applicable City procedures.

Purpose of the Amendment

The proposed amendment expands the availability of Short-Term Rentals to additional residential zoning districts while requiring compliance with the standards contained in Section 6.4(L). Short-Term Rentals are already operating in portions of the City without formal approval, making them difficult to identify, monitor, and inspect with limited staff resources. Allowing the use through a clear administrative process will improve the City's ability to track active Short-Term Rentals, verify business licensing, inspect properties for applicable life-safety requirements, and respond to neighborhood concerns.

The amendment also increases lodging opportunities for visitors, supports local tourism and businesses, and encourages reinvestment in existing housing stock. The proposed revisions simplify ordinance administration by removing a proximity requirement that is difficult to enforce and by establishing clearer nuisance, parking, contact, and property maintenance standards for Short-Term Rental operators.

Proposed UDO Amendment – Accessory Dwelling Units and Accessory Apartments

Amendment 1 – Appendix 12.1: Table of Permitted Uses

Amend the Table of Permitted Uses to allow Attached or Detached Accessory Dwelling Units and Accessory Apartments as a Conditional (C) use in the following zoning districts:

- R-10
- R-7.5
- RPH-6
- GR-1
- GR-2
- OI
- NC
- GC
- CC

The Conditional designation shall direct applicants to the applicable standards contained in Section 6.4.2(A). Approval shall remain administrative and shall not require review by the Planning Commission, Board of Zoning Appeals, or City Council.

Amendment 2 – Section 6.4.2: Residential Uses

Revise Section 6.4.2(A), Attached or Detached Accessory Dwelling Units or Accessory Apartments, to read as follows:

A. Attached or Detached Accessory Dwelling Units or Accessory Apartments

1. **General Standards:**
   Design shall be governed by the applicable overlay district, if applicable. Accessory Dwelling Units and Accessory Apartments shall comply with the applicable accessory use and accessory structure standards contained in Section 6.5, including all applicable requirements relating to location, setbacks, maximum lot coverage, size, height, number of structures, and design, in addition to the following standards.

2. **Purpose:**
   The purpose of an Accessory Dwelling Unit or Accessory Apartment is to provide flexible housing opportunities that support aging in place, multigenerational living, housing for caregivers, adult children returning home, modest residential infill, and compatible mixed-use development while maintaining the character of existing neighborhoods and commercial districts.

3. **Number:**
   No more than one (1) Accessory Dwelling Unit or Accessory Apartment shall be permitted per lot.

4. **Principal Use:**
   An Accessory Dwelling Unit or Accessory Apartment shall only be permitted on a lot containing:

   a. A legally established principal single-family detached dwelling within the R-10, R-7.5, RPH-6, GR-1, or GR-2 zoning district; or

   b. A legally established principal nonresidential use within the OI, NC, GC, or CC zoning district.

   An Accessory Dwelling Unit or Accessory Apartment shall remain incidental and subordinate to the principal use of the property.

5. **Location on Residentially Zoned Property:**
   Within the R-10, R-7.5, RPH-6, GR-1, and GR-2 zoning districts, an Accessory Dwelling Unit may be attached to, located within, or detached from the principal single-family dwelling.

A detached Accessory Dwelling Unit shall be located to the side or rear of the principal dwelling and shall not be located between the principal dwelling and a public street.

6. **Location on Commercially or Institutionally Zoned Property:**
   Within the OI, NC, GC, and CC zoning districts, an Accessory Apartment shall be located above, behind, or within the same building as the principal nonresidential use.

   An Accessory Apartment shall not be established as a detached principal residential structure on commercially or institutionally zoned property.

7. **Owner Occupancy:**
   Within the R-10, R-7.5, RPH-6, GR-1, and GR-2 zoning districts, either the principal dwelling or the Accessory Dwelling Unit shall serve as the property owner's primary residence.

   The property owner shall not claim a homestead exemption, primary residence exemption, or equivalent tax exemption on any other residential property. Owner occupancy shall be maintained for the duration of the Accessory Dwelling Unit's existence.

   The owner-occupancy requirement shall not apply to an Accessory Apartment located within the OI, NC, GC, or CC zoning district.

8. **Occupancy:**
   Within the R-10, R-7.5, RPH-6, GR-1, and GR-2 zoning districts, the principal dwelling and the Accessory Dwelling Unit may each be occupied independently; however, the property owner shall continuously occupy either the principal dwelling or the Accessory Dwelling Unit as the owner's primary residence.

   Within the OI, NC, GC, and CC zoning districts, an Accessory Apartment may be occupied independently of the owner or operator of the principal nonresidential use.

9. **Maximum Size:**
   Accessory Dwelling Units and Accessory Apartments shall not exceed one thousand two hundred (1,200) square feet.

   A detached Accessory Dwelling Unit shall comply with the maximum accessory structure size established in Section 6.5.2 and shall not be larger than the principal dwelling.

10. **Lot Coverage and Setbacks:**
    An Accessory Dwelling Unit or Accessory Apartment shall remain subject to all applicable maximum lot coverage limitations and setback requirements established by the underlying zoning district and Section 6.5.

    Approval of an Accessory Dwelling Unit or Accessory Apartment shall not authorize an increase in maximum lot coverage or a reduction in any required setback.

11. **Parking:**
One (1) additional independently accessible off-street parking space shall be provided for the Accessory Dwelling Unit or Accessory Apartment unless the unit is located entirely within the principal structure.

Tandem parking shall not be used to satisfy this requirement.

12. **Utilities:**
An Accessory Dwelling Unit or Accessory Apartment may utilize shared utility connections with the principal structure or separate metered service where approved by the applicable utility provider and Agency Having Jurisdiction.

13. **Addressing:**
An Accessory Dwelling Unit or Accessory Apartment may be assigned a separate address by the Agency Having Jurisdiction for emergency response, mail delivery, utility service, and identification purposes.

The assignment of a separate address shall not create or establish a separate legal lot, ownership interest, or development parcel.

14. **Separate Sale or Subdivision:**
An Accessory Dwelling Unit or Accessory Apartment shall not be subdivided, conveyed, transferred, or sold separately from the principal structure or the lot upon which it is located.

15. **Rental Periods:**

a. **Residential Zoning Districts:**
Within the R-10, R-7.5, RPH-6, GR-1, and GR-2 zoning districts, neither the principal dwelling nor the Accessory Dwelling Unit may be rented or leased for a period of thirty (30) consecutive days or less.

b. **OI, NC, and GC Zoning Districts:**
An Accessory Apartment located within the OI, NC, or GC zoning district shall only be rented or leased for a period exceeding thirty (30) consecutive days.

c. **CC Zoning District:**
An Accessory Apartment located within the CC zoning district may be used as a Short-Term Rental where permitted by Appendix 12.1, provided the use complies with all applicable Short-Term Rental standards contained in this Ordinance.

16. **Private Restrictions:**
Approval of an Accessory Dwelling Unit or Accessory Apartment under this Ordinance shall not supersede, invalidate, or modify any private deed restriction, restrictive

covenant, homeowners' association declaration, homeowners' association bylaw, or other private agreement.

Compliance with private restrictions shall remain the sole responsibility of the property owner.

17. **Compliance:**
All Accessory Dwelling Units and Accessory Apartments shall comply with applicable zoning, building, fire, health, utility, and life-safety requirements prior to occupancy.

A valid Certificate of Occupancy shall be obtained from the Agency Having Jurisdiction before the Accessory Dwelling Unit or Accessory Apartment may be occupied.

No Amendment to Section 6.5.2 Proposed

Detached Accessory Dwelling Units shall remain subject to the existing accessory use and accessory structure regulations, including:

- The prohibition against locating an accessory structure in front of the principal use;
- The maximum accessory structure size of 1,200 square feet;
- Applicable side and rear setback requirements;
- The increased ten-foot side and rear setback for accessory structures exceeding fifteen feet in height;
- The maximum height of seventeen feet;
- The requirement that an accessory structure not be larger than the principal structure;
- Applicable design, material, and landscaping requirements;
- The maximum number of detached accessory structures; and
- The cumulative accessory structure area limitation of 1,600 square feet.

The accessory structure standards contained in Section 6.5.2 shall apply to detached Accessory Dwelling Units. An Accessory Dwelling Unit or Accessory Apartment located within or attached to a principal structure shall remain subject to the dimensional and design standards applicable to the principal structure and underlying zoning district.

Purpose of the Amendment

The proposed amendment establishes clear and consistent standards for Accessory Dwelling Units and Accessory Apartments within the City's residential, office, and commercial zoning districts.

Within residential zoning districts, the amendment is intended to support aging in place, multigenerational living, housing for caregivers, adult children returning home, modest residential infill, and other flexible residential arrangements while maintaining the established character of residential neighborhoods.

Within the OI, NC, GC, and CC zoning districts, the amendment permits an Accessory Apartment above, behind, or within the same building as a legally established principal nonresidential use. This allowance supports compatible mixed-use development and the productive use of upper-story or rear commercial space.

The proposed standards limit each property to one Accessory Dwelling Unit or Accessory Apartment and prohibit the unit from being separately subdivided, conveyed, transferred, or sold. Owner occupancy is required within residential zoning districts to discourage investor-owned two-unit rental properties but is not required within the OI, NC, GC, or CC zoning districts because the property owner or operator of the principal nonresidential use may not reside on-site.

Within residential zoning districts, neither the principal dwelling nor the Accessory Dwelling Unit may be rented for thirty consecutive days or less. Accessory Apartments within the OI, NC, and GC zoning districts shall be limited to rentals exceeding thirty consecutive days. Accessory Apartments within the CC zoning district may be used as Short-Term Rentals where permitted by the Table of Permitted Uses and operated in compliance with all applicable Short-Term Rental standards.

The amendment expands housing flexibility and supports compatible mixed-use development while maintaining safeguards against transient lodging within residential neighborhoods, incompatible building placement, and the creation of separate ownership interests. The amendment also confirms that Accessory Dwelling Units and Accessory Apartments remain subject to all applicable setbacks, maximum lot coverage requirements, accessory structure standards, overlay district requirements, life-safety regulations, and private restrictive covenants.

Proposed UDO Amendment – Freestanding Sign Area Standards

Amendment 1 – Section 10.3.1: Applicable to All Ground Signs

Amend Section 10.3.1 to restore the allowable-area standards for freestanding signs as follows:

A. Allowable Area

Freestanding signs shall be permitted within the OI, NC, GC, CC, IND, and MED zoning districts. The maximum allowable freestanding sign area shall be calculated at one (1) square foot of sign area for each linear foot of street frontage for the first one hundred (100) feet, plus one-half (½) square foot of sign area for each linear foot of street frontage exceeding one hundred (100) feet.

In no case shall the total freestanding sign area exceed the applicable maximum established in the following table:

Zoning District	One Street Frontage	Two or More Street Frontages
OI, Office Institutional	40 sq. ft.	60 sq. ft.
NC, Neighborhood Commercial	50 sq. ft.	75 sq. ft.
GC, General Commercial	125 sq. ft.	150 sq. ft.
CC, Core Commercial	65 sq. ft.	90 sq. ft.
IND, Industrial	125 sq. ft.	150 sq. ft.
MED, Medical	40 sq. ft.	60 sq. ft.

The allowable sign area shall be based on the applicable street frontage and shall be subject to the maximum sign area established by the table.

Amendment 2 – Multiple Street Frontages

Revise the standards applicable to properties with frontage on two (2) or more streets to read as follows:

B. Multiple Street Frontages

A developed site, lot, or parcel with frontage on two (2) or more streets may be permitted one (1) freestanding sign for each street frontage.

The combined sign area of all freestanding signs located on the site, lot, or parcel shall not exceed the maximum area shown in the "Two or More Street Frontages" column of the table contained in Subsection A.

The total allowable sign area may be divided among the permitted freestanding signs. Each freestanding sign shall be located along and oriented toward the street frontage it is intended to serve.

For example, an OI-zoned property with frontage on two streets may contain two freestanding signs with a combined sign area not exceeding sixty (60) square feet. The allowable area may be divided between the signs, such as thirty (30) square feet per sign or forty (40) square feet on one frontage and twenty (20) square feet on the other frontage.

The allowance for an additional freestanding sign on a second or subsequent street frontage shall not provide a separate maximum sign-area allowance for each frontage.

Purpose of the Amendment

The proposed amendment restores the allowable-area standards for freestanding signs that were inadvertently omitted during the adoption and subsequent update of the Unified Development Ordinance.

The amendment establishes a frontage-based method for calculating freestanding sign area within the OI, NC, GC, CC, IND, and MED zoning districts. The allowable area is calculated according to the amount of street frontage, subject to the maximum sign-area limitations established for each zoning district.

The amendment also clarifies the sign-area allowance for properties with frontage on two or more streets. Such properties may be permitted one freestanding sign for each street frontage; however, the combined area of all freestanding signs shall not exceed the maximum shown in the "Two or More Street Frontages" column. The total allowable area may be divided among the permitted signs but does not provide a separate maximum sign-area allowance for each street frontage.

The proposed amendment restores the standards that were intended to remain in effect, provides clear and consistent guidance for property owners and applicants, and ensures that freestanding signs remain appropriately scaled according to zoning district and street frontage. The amendment does not otherwise modify the existing regulations governing the placement, design, construction, landscaping, illumination, or permitting of freestanding signs.

12.1. Table of Permitted Uses

Type of Use	R-10	R-7.5	RPH-6	GR-1	GR-2	APT	OI	NC	GC	CC	MED	IND	PK[6]
AGRICULTURAL													
Horticultural nursery	SE								P		P		
Agriculture	SE												
Non-commercial Horticultural nursery (no chickens/livestock/kennels)	C	C	C	P	C						P		
Campground													
RV Park												SE	
RESIDENTIAL USES													
Accessory Dwelling Unit	C	C	C	C	C		C	C	C	C			
~~Accessory Apartment~~							~~C~~	~~C~~	~~C~~	~~C~~			
Bed and Breakfast Residence	SE	SE	SE		SE		SE	SE		C			
Day Care Home, Class I (Children)				C	C		C	C		C			
Day Care Home, Class II (Children)					C		C	C		C			
Day Care, Group Home				SE	SE								
Dwelling, Attached Single Family (Townhouse)			C	~~P~~ C	~~P~~ C		~~P~~ C						
Dwelling, Detached Single Family	P	P	P	P	P		P			C			
Dwelling, Two-Family (Duplex)			C	P	P		P			C			
Dwelling, Triplex or Quadplex			C	P	P		P						
Dwelling, Multi-Family (4+ Units)					P	P	P						
Home Occupation, Customary	C	C	C										
Manufactured Home (on a single site)				C									

Manufactured Home Subdivision				C									
Rooming House or Boarding House					SE	SE							
Short Term Rental	C	C	C	C	C					C			
Zero-Lot Line or Patio Home			C	C	C			C					
COMMERCIAL													
Automobile Service Station, Major												P	
Automobile Service Station, Minor								C	C			P	
Automobile Renting and Leasing; Cars, Vans, and Light Trucks									C			P	
Automotive Parts Stores									C		C	P	
Bar or Nightclub								SE	P	P		P	
Car Wash, Automatic or Self Service									C			P	
Check Cashing							SE		C		SE	P	
Convenience Store							P	SE	P	P	P	P	
Day Care Center (Adult or Child)							C	SE	P		P	P	
Drive-thru facility (Drive-In Establishment)							C		P		SE	P	
Dry Cleaning							P	SE	P	C	C	P	
Financial Institutions							P	C	P	P	P	P	
Funeral Homes							P	C	P	C		P	
Garden Centers (Outdoor Display and Sales)									P		P	P	
General Commercial Use							P	P	P	P	P	P	
General Retail, Neighborhood							P	P	P	P	P	P	
General Retail, Regional Shopping Centers									P		P	P	
General Retail, Specialized							P	P	P	P		P	
Grocery Store									P	P	P	P	

Zoning District	# or Street Frontages	
	1 Street	2 or more Streets
OI, Office Institutional	40 sf	60 sf
NC, Neighborhood Commercial	50 sf	75 sf
GC, General Commercial	125 sf	150 sf
CC, Core Commercial	65 sf	90 sf
IND, Industrial	125 sf	150 sf
MED, Medical	40 sf	60 sf

ORDINANCE 2026-27

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF 0.034 ACRES OF CERTAIN REAL PROPERTY LOCATED AT ROAD S-221 (OLIVE STREET), S-235 (GLENWOOD ROAD), AND CANAAN LAND DRIVE, EASLEY, PICKENS COUNTY, SOUTH CAROLINA

WHEREAS, the City of Easley also received an interest in 0.034 acres of certain real property located at the corner of 180 Glenwood Rd., Easley, SC identified as Pickens County Tax Map No. 5029-06-27-7672 within the city limits of Easley, County of Pickens (hereinafter "Property"); and,

WHEREAS, the City of Easley desires to convey Property for a purchase price of Three Thousand Four Hundred Five Dollars and No/100 ($3,405.00); and,

WHEREAS, Pickens County desires to obtain ownership with the goal of improving and expanding the infrastructure; and,

WHEREAS, pursuant to S.C. Code § 5-7-40, a municipality may convey or dispose of property it owns by Ordinance; and,

WHEREAS, the Mayor and Council find that it is in the best interest of the City of Easley to convey the Property for a purchase price of Three Thousand Four Hundred Five Dollars and No/100 ($3,405.00).

NOW, THEREFORE, BE IT ORDAINED, BY THE MAYOR AND COUNCIL OF THE CITY OF EASLEY, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, THAT the Mayor of the City is hereby authorized, empowered, and directed to execute, acknowledge and deliver a quit-claim deed to convey any and all interest the City may have in the Property along with all closing documents associated with said transaction.

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

First Reading: September 14, 2026
Second Reading: October 12, 2026

Lisa Talbert
Mayor

ATTEST:

Form, substance, and number
approved by City Attorney

Jennifer Bradley
City Clerk

Daniel Hughes
Attorney at Law

RESOLUTION NO. 2024-12

A RESOLUTION TO REAPPOINT PHILLIP A. SNOW TO A TWO-YEAR TERM AS CHIEF MUNICIPAL JUDGE FOR THE CITY OF EASLEY

WHEREAS, Phillip A. Snow has served as the Chief Municipal Judge for the Cities of Pickens and Central since 2015 and has also served as a Magistrate and then Chief Magistrate for Pickens County, and

WHEREAS, Phillip A. Snow has expressed interest and agreed to continue in the role of Chief Municipal Judge for the City of Easley and has served as a Municipal Judge for the City since May 2020; and

WHEREAS, the Mayor and City Council of Easley appoint all Municipal Judges to a two-year appointment.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF EASLEY, SOUTH CAROLINA, in Council assembled, that Phillip A. Snow is reappointed to a two-year term as Chief Municipal Judge to expire September 30, 2028.

ADOPTED this 14th day of September 2026.

____
Lisa Talbert, Mayor

Attest:

____
Jennifer Bradley
City Clerk

Form, substance, and number
approved by City Attorney

____
Daniel Hughes
Attorney at Law