

**Mayor**  
ISAIAH SCIPIO

**City Council**  
CAMERON RIVERS, Mayor Pro-Tem  
JOHN MCMANUS  
FLOYD ROGERS  
RAY WILSON  
ALLIE WINTER



**Administrator**  
TIM O'BRIANT  
**City Clerk**  
DONNA F. OWEN

# City of Pickens

[www.cityofpickens.com](http://www.cityofpickens.com)

## AGENDA

### **CITY COUNCIL SPECIAL CALLED MEETING**

**Tuesday October 21, 2025**

**6:00 p.m.**

**CITY HALL**

**219 PENDLETON STREET  
PICKENS, SOUTH CAROLINA**

1. WELCOME AND CALL TO ORDER:
2. INVOCATION AND PLEDGE OF ALLEGIANCE:
3. COMMENTS FROM MAYOR SCIPIO:
4. ADMINISTRATOR'S REPORT:
5. SECOND READING OF ORDINANCE NO. 2025-11 AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PICKENS, SOUTH CAROLINA AND BRD LAND AND INVESTMENT WITH RESPECT TO CERTAIN INVESTMENTS MADE IN THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT; AND PROVIDING FOR OTHER RELATED MATTERS:
6. SECOND READING OF ORDINANCE NO. 2025-04 TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY EDDIE DEAN HOLDER, TRUSTEE, OF THE EDDIE DEAN HOLDER REVOCABLE TRUST DATED MARCH 22, 2018 AS AMENDED LOCATED AT THE INTERSECTION OF MAULDIN LAKE ROAD AND WOLF CREEK SCHOOL ROAD (TAX MAP PARCEL #4180-00-46-1109) BY ONE HUNDRED PERCENT PETITION METHOD PURSUANT TO THE PROVISIONS OF S.C. CODE SECTION 5-3-150 (3)
7. SECOND READING OF ORDINANCE NO. 2025-12 TO ESTABLISH A ZONING CLASSIFICATION OF PLANNED DEVELOPMENT DISTRICT (PDD) FOR PROPERTY LOCATED ON WOLF CREEK SCHOOL ROAD OWNED BY E. DEAN HOLDER, TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST U/A DATED NOVEMBER 8, 2006:
8. SECOND READING OF ORDINANCE NO. 2025-06 AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF PICKENS TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020:
9. SECOND READING OF ORDINANCE NO. 2025-09 TO AMEND CHAPTER 5 "BUILDING AND BUILDING REGULATIONS" OF THE CITY OF PICKENS, SOUTH CAROLINA TO PROVIDE FOR THE

SPECIAL PROPERTY TAX ASSESSMENTS AUTHORIZED BY SECTION 4-9-195 AND MADE APPLICABLE TO MUNICIPALITIES BY SECTION 5-21-140 OF THE SOUTH CAROLINA CODE OF LAWS AS TO REAL PROPERTY WHICH QUALIFIES AS "REHABILITATED HISTORIC PROPERTY" AND OTHER MATTERS RELATED THERETO:

10. SECOND READING OF ORDINANCE NO. 2025-13 TO AMEND CHAPTER 5 "BUILDING AND BUILDING REGULATIONS" OF THE CITY OF PICKENS, SOUTH CAROLINA TO ADD HISTORIC DESIGNATION:

11. COMMENTS FROM COUNCIL:

12. ADJOURNMENT:

**ORDINANCE 2025-11**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF PICKENS, SOUTH CAROLINA AND BRD LAND & INVESTMENT WITH RESPECT TO CERTAIN INVESTMENTS MADE IN THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT; AND PROVIDING FOR OTHER RELATED MATTERS.**

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 related to economic development; and,

WHEREAS, E. Dean Holder, as Trustee owns certain real property identified as +/- 215 acres located Wolfe Creek School Road, Pickens SC, identified as Tax Map Number 4180-00-46-1109 (“Property”) and desires to annex said properties into the City; and,

WHEREAS, the BRD Land & Investment (“Developer”) intends to purchase the Property and develop a residential subdivision as further described in the Development Agreement attached hereto as **Exhibit “1”** (the “Agreement”); and,

WHEREAS, the above-described development will serve the interests of the City by creating capital investment, providing meaningful development that will potentially serve as a catalyst for economic growth in the City, and increase the City’s tax base; and,

WHEREAS, the City and Developer have memorialized each party’s respective commitments in the Agreement; and,

WHEREAS, the Mayor and Council conclude that the Agreement is in the best interests of the City.

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

1. The Development Agreement is hereby approved and is incorporated by reference in this Ordinance as if set forth fully in the Ordinance’s body.
2. The Mayor or City Administrator are authorized to execute the Development Agreement on behalf of the City of Pickens.
3. This Ordinance is effective after second reading.

4. Each ordinance, resolution, order, and regulation, and parts of the same, in conflict herewith are, to the extent of such conflict, repealed.

**CITY OF PICKENS, SC**

\_\_\_\_\_  
Isaiah Scipio, Mayor

**[SEAL]  
ATTEST:**

\_\_\_\_\_  
Donna Owen, Municipal Clerk

Introduced By:

First Reading: October 07, 2025  
Second Reading/Final Approval:

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel R. Hughes, City Attorney

**EXHIBIT 1**

**SUBSTANTIALLY FINAL FORM  
OF DEVELOPMENT AGREEMENT**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )

**DEVELOPMENT AGREEMENT FOR  
WOLF CREEK TRACT**

**THIS DEVELOPMENT AGREEMENT (“Agreement”)** is made and entered this \_\_\_ day of \_\_\_\_\_, 2025, by and between **BRD LAND & INVESTMENT**, a South Carolina general partnership, its affiliates, subsidiaries, successors and assigns (“**Developer**”), and the governmental authority of the **CITY OF PICKENS**, a body politic under the laws of the State of South Carolina (“**City**”). The City and the Developer are each a “Party,” and collectively, the “Parties.”

**RECITALS**

**WHEREAS**, E. Dean Holder, Trustee (the “**Owner**”) is the legal owner of the Property located at Pickens, SC identified as (the “Property”) and has given permission to Developer, the equitable owner of the Property, to enter into this Agreement with the City, and has executed a joinder confirming such consent, which is attached to this Agreement; and,

**WHEREAS**, the Developer intends to develop a residential subdivision and associated amenities on the Property according to the City’s Planned Developed zoning regulations (effective as of the date of this Agreement) (the “Project”) at its sole cost and expense; and,

**WHEREAS**, the Planned Development District (“PDD”) regulations and requirements set forth in Ordinance 2025-07 are hereby incorporated herein as if set forth fully unless inconsistent with the terms herein. In the event of any inconsistency between the terms of this Agreement and the PDD, the terms of this Agreement shall apply; and,

**WHEREAS**, the City finds that the Project is consistent with the City’s comprehensive and future land use plan, and will further the health, safety, welfare and economic wellbeing of the City and its residents; and,

**WHEREAS**, the City seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

**WHEREAS**, the development of the Property and the program for its development presents an opportunity for the City to secure quality planning and growth, protection of the environment, and to strengthen the City’s tax base; and,

**WHEREAS**, the City, at the request of the Owner, has annexed the real property more particularly shown and depicted on the boundary survey attached hereto as **Exhibit “A”** (the “**Property**”), and simultaneously approved under a zoning district for the Property of Planned Development District under the ordinances of the City of Pickens, together with this Agreement, on or about the 21<sup>st</sup> day of October, 2025; and,

**WHEREAS**, this Agreement is being made and entered into between Developer and the City for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, consistent with its annexation and approved zoning (as hereinafter defined)

without encountering future changes in law which would materially affect the Developer's ability to develop the Property under its approved zoning, and for the purpose of providing important protection to the natural environment and long-term financial stability and a viable tax base to the City.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the City and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, the City and Developer hereby agree as follows:

1. **INCORPORATION.** The above recitals are hereby incorporated into this Agreement as if set forth verbatim.
2. **DEFINITIONS.** As used herein, the following terms mean:

***“Code of Ordinances”*** means the Code of Ordinances for the City, as amended and in effect as of the date hereof, as the same may be amended from time to time, a complete copy of which is on file in the City's office.

***“Developer”*** means BRD Land & Investment, a South Carolina general partnership, all of its permitted assignees, and all successors in title or lessees who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

***“Developer Default”*** for purposes of this Agreement, Developer Default shall mean that (i) Developer has breached the specific obligations of this Agreement, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City, or in the event remedial action cannot be completed within such Thirty (30) day, period, provided remedial measures are commenced within Thirty (30) days of the date of written notice from the City, Developer shall have a reasonable amount of time to cure any event of Developer Default hereunder; or (ii) once commenced, Developer has failed to continue with Development Work, as defined in this Agreement, on the Property for a period of more than Six (6) months, and, following prior written notice from the City, has failed to cure such breach within Thirty (30) days of the date of written notice from the City, or in the event remedial action cannot be completed within such thirty (30) day, period, provided remedial measures are commenced within Thirty (30) days of the date of written notice from the City, Developer shall have a reasonable amount of time to cure any event of Developer Default hereunder.

***“Developer Default Remedy”*** notwithstanding any other remedy that may be available to the City at law, or in equity, as a result of a Developer Default, Developer and the City agree that the City may elect to (i) withhold issuance of building permits until such Developer Default is cured; or (ii) seek injunctive relief to stop any such continuing Developer Default, or any other remedy available at law or in equity.

***“Development Rights and Obligations”*** means the rights, obligations, benefits and approvals of the Developer(s) under the Planned Development District and this Agreement; the rights herein shall be considered “vested rights” within the meaning assigned thereto pursuant to S.C. Code of

Laws Ann. §6-29-1510 et seq. The rights vested herein shall be subject to extensions of the effective period of such vested rights as provided by this Agreement.

**“Development Work”** means the periodic operation of development activities on the Property, which include, but are not limited to clearing, grading, erosion control, site work, and landscaping under the terms of a written contract with the Developer.

**“Effective Date”** means the date on which the last of the parties has executed this Agreement.

**“Land Development Regulations”** means the Land Development Regulations for the City, as amended and in effect as of the date hereof.

**“Owners Association”** means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the City for perpetual ownership and maintenance, to include but not be limited to: private drives and alleyways, common areas, neighborhood parks and recreational facilities, wetlands and storm water management systems.

**“PDD”** means the Planned Development Zoning District adopted by the City pursuant to Ordinance 2025-07.”

**“Project”** means a master planned community to include single family detached lots, single family attached lots, and related amenities project envisioned by the Preliminary Site Plan and approved by the City pursuant to the PDD , as the same may be amended from time to time pursuant to this Agreement.

**“Property”** means that tract of land shown and depicted on the boundary survey attached hereto as **Exhibit “A”**.

**“Public Infrastructure”** means the infrastructure constructed and installed by or on behalf of the Developer at its sole cost and expense as set forth herein and/or as specified or modified pursuant to separate agreement as contemplated by Section 9 below, the same allowing for cost sharing or other incentives or mutual benefit programs between the City and the Developer.

**“Term”** means the duration of this Agreement as set forth in **Section 3** hereof.

**“Residential Unit”** means a residence within the Property, whether a single-family lot (whether attached or detached), townhome, or any other residence for occupancy.

3. **TERM.** The term of this Agreement shall commence on the date on which this Agreement is executed by the City and the Developer and shall terminate on the date which is five (5) years from the date of execution. Notwithstanding such termination date, provided that the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement, Developer has diligently pursued development of the Property, and the Project has not been completed, at the conclusion of the initial five-year term, the termination date of this Agreement shall automatically be extended for One (1) additional Five (5) year term. The

termination date of this Agreement may also be extended for additional periods of time for good cause, provided such additional (non-automatic) term extensions are approved by the City.

4. **DEVELOPMENT OF THE PROPERTY.** At a minimum, Developer shall design all improvements on the Property as part of the Project in compliance with the Preliminary Site Plan attached hereto as **Exhibit B**, the approved Statement of Intent, the Final Development Plan approved by the City under the Planned Development zoning district (“PDD”), the Code of Ordinances, and other applicable land development regulations required by the City, State, and/or Federal Government, including without limitation, all building code and environmental regulations then in effect at the latter of the time applicable permits are issued. The City shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by this Agreement and the Code of Ordinances. The City shall review applications for development approval based on the development standards adopted as a part of the Code of Ordinances and the PDD.

5. **DEVELOPER INVESTMENT.** Developer shall expend upon the Project at least \$6,000,000.00 in taxable property (“Investment Requirement”). The Investment Requirement shall mean the cost of acquiring, by construction and purchase, the Project, including the real property and the public infrastructure, and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to contractors, builders, and materialmen in connection with the acquisition, construction, and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for environmental investigations and remediations, test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Project; (d) compensation of legal, accounting, financial, and printing expenses, fees, and all other expenses incurred in connection with the Project; (e) all other costs which Developer shall be required to pay under the terms of any contract or contracts for the acquisition, construction, and installation of the Project, including without limitation, development fees, bank fees, interest expense and professional engineering costs; and (f) for any other work done and costs incurred by Developer which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project. The “Cost of Infrastructure” includes, to the extent described in Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, the cost of designing, acquiring, constructing, improving, or expanding the publicly owned infrastructure serving the Project.

6. **CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.** The City agrees with Developer, for itself and its successors and assigns, including successor Developer(s), as follows:

A. **Conveyance of Property.** The burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for Excluded Property, as such term is defined below. For the purposes of this Agreement, “**Excluded Property**” means property that is conveyed by the Developer to a third party and is: (i) a single-family residential lot for which a certificate of occupancy has been issued; (ii) a

parcel for which certificates of occupancy have been issued and on which no additional residential structures can be built under local ordinances governing land development; (iii) any other type of lot for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under local ordinances governing land development; or (iv) a single-family residential lot which has been subdivided and platted and is not capable of further subdivision without the granting of a variance. Excluded Property shall at all times be subject to the Code of Ordinances of the City, and those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.

B. General Construction Requirements. Developer is responsible for the following items during construction of the Property, and shall impose at least these same requirements upon Developer's conveyance of any Excluded Property to any third party:

- (1) Cleanliness to include entire worksite area (including, for example, dust control, garbage, construction debris, loose and blowing materials);
- (2) Damage to existing on-site utilities, including, for example, water, sewer, storm water, communication, electricity, and gas;
- (3) Parking for construction employees, material lay-down area, location for construction material dumpsters;
- (4) Coordination with residents regarding noise, afterhours construction (10:00 pm to 7:00 am), concrete pours, blasting, disruption of vehicle and pedestrian access;
- (5) All after-hour construction must be approved by the senior level contact designated by City Administrator.
- (6) Maintenance of sufficient books and records, including financial information, relating to the project so City, with reasonable notice and frequency, is able to review Developer's and project's condition.

C. Assignment of Development Rights and Obligations. The Developer, or any subsequent developer, shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property with the written consent of the City, provided that such consent shall be through a written assignment approved by the City and such consent shall not be unreasonably withheld or delayed. The City understands that any such assignment or transfer by the Developer of the Development Rights and Obligations shall be non-recourse as to the assigning Developer. Upon the assignment or transfer by Developer of the Development Rights and Obligations, then the assigning Developer shall not have any responsibility or liability under this Agreement.

7. DEVELOPMENT SCHEDULE. The Property shall be developed in accordance with the development schedule approved as part of the Statement of Intent, the contents of which shall be incorporated herein upon approval by the City as **Exhibit "C"** (the "**Development Schedule**"). Developer shall keep the City informed of its progress with respect to the Development Schedule as a part of the required process established by the PDD. The failure of the Developer to

meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions, the occurrence of an act of God (including natural disasters), an act of war, an act of terrorism, civil disturbance, strikes, lockouts, fire, flood, hurricane, unavoidable casualties, a health crisis which results in a limitation on business activities in the City extending for a period of more than thirty (30) days, or any other cause or causes beyond the reasonable control of the Developer (collectively "*Force Majeure*"), and the Developer's good faith efforts made to attain compliance with the development schedule. If the Developer requests a modification of the dates set forth in the development schedule and is able to demonstrate that there is good cause to modify those dates, such modification shall not be unreasonably withheld or delayed by the City.

8. **EFFECT OF FUTURE LAWS.** Developer shall have vested rights as contemplated by S.C. Code Ann. §6-29-1510 *et seq.* (the "Vested Rights Act") to undertake development of any or all of the Property in accordance with the PDD, Code of Ordinances and the Land Development Regulations, as amended and in effect at the time of this Agreement, for the entirety of the Term, as the same may be extended from time to time. Future enactments of, or changes or amendments to the Code of Ordinances and the Land Development Regulations, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Vested Rights Act unless otherwise restricted or limited under this Agreement.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the City, provided such fees are applied consistently and in the same manner to all single-family properties within the City. Notwithstanding the above, the City may apply subsequently enacted laws to the Property only in accordance with the Vested Rights Act and this Agreement.

9. **PUBLIC INFRASTRUCTURE AND SERVICES.** The City and Developer recognize and agree, subject to the provisions herein contained below, that *all* direct costs associated with the development of the Property, including the public infrastructure, will be borne by the Developer. The public infrastructure shall include all infrastructure to be publicly owned including public roads, stormwater and drainage systems as set forth below, water (including water line extension and internal water connections), sewer infrastructure, and sidewalks.

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the City and Developer from entering into a separate utility agreement for cost-sharing of water transmission systems or sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the City from providing potable water to its residents in accordance with applicable provisions of laws.

(A) **Public Roads.** As an obligation, all roads within the Project serving the Residential Units shall be public roads, which shall be constructed pursuant to the City road standards and accepted by the City as set forth in Section 10 (D) hereinbelow. Private driveways and alleys may be allowed in limited circumstances, provided such driveways and alleys are constructed to City standards, are approved by the City Planning Commission as part of the subdivision plat approval process, and will be owned and maintained by a private

Owners Association.

Notwithstanding the above provisions regarding public roads within the Project, the City and Developer acknowledge that, prior to acceptance by the City as a public road, Developer reserves the right to close portions of the roads within the Project which are adjacent to Developer's model homes and/or sales center, so as to preclude access to the general public. During such temporary road closures, the City may continue to access and use such roads for public purposes. Nothing herein shall be deemed to require that the City accept driveways, alleyways or other improvements which do not comply with the Complete Streets provisions of the City's Land Development Regulations.

(B) **Storm Drainage System.** As an obligation, all stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the City. Upon final inspection and acceptance by the City, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owners Association, as appropriate, and will not be accepted or maintained by the City.

(C) **Solid Waste and Recycling Collection.** The City shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the City. Payment for such services to the City by Developer, an Owners Association or each individual purchaser or owner of a Residential Unit within the Property is required in return for such service for each owner of any Residential Unit within the Property, and the City reserves the right to terminate or discontinue such service(s) to any owner of any Residential Unit within the Property until such payment(s) have been made.

(D) **Police Protection.** The City shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the City.

(E) **Fire Services.** The City shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the City.

(F) **Emergency Medical Services.** The City shall provide emergency medical services to the Property, on the same basis as it provided to other residents and businesses within the City.

(G) **School Services.** The City neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by the Pickens County School District. The person or entity, whether it be homebuilder or another assignee of Developer, who actually initiates the building permit shall be responsible for paying all impact fees levied by the School District for each residential unit constructed prior to the issuance of a certificate of occupancy.

(H) **Private Utility Services.** Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the Property shall be located underground, and shall be placed in locations approved by the City so as to reduce or eliminate potential conflicts within utility rights-of-way.

(I) **Streetlights.** As an obligation, Developer shall install or cause to be installed streetlights within the Project. To the extent that the City provides the same benefit to other similarly-situated neighborhoods within the City, the monthly cost for each streetlight, if any, including additional charges associated with an enhancement street light fixture, if any, shall be borne by the Developer and/or Owners Association.

(J) **No Donation of Acreage for Sewer Plant Expansion.** The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portion of the Property or any other property owned by the Developer or any affiliate of the Developer for sewer plant expansion by the City.

(K) **No Required Donations for Civic Purposes.** The City shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the Developer donate, use, dedicate or sell to the City or any other party for public purposes any portions of the Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer. Unless otherwise required by the final development plan approved pursuant to the PDD, no additional public benefits shall be required of Developer to: (i) establish the amenity components of the Property; (ii) establish the signage and entry monumentation for the Property; and (iii) establish the signage and lighting standards for the Property provided, however, nothing contained herein shall be deemed or construed to restrict the City in the appropriate exercise of its eminent domain powers.

(L) **Easements.** As an obligation, Developer shall be responsible for obtaining, at Developer's cost, all easements, access rights, or other instruments that will enable the Developer to tie into current or future water and sewer infrastructure on adjacent properties.

(M) **Ponds and Lakes.** As an obligation, Developer shall install pond(s) or lake(s) as shown on the approved site plan for the Property. The City agrees to cooperate with the Developer in the permitting process for such pond(s) and lake(s), it being understood that the City will not accept maintenance responsibility or any other liability for such pond(s) and lake(s), and that such pond(s) and lake(s) shall either be maintained by the Developer, or conveyed to an Owners Association for on-going maintenance following completion of the Project.

(N) **Temporary Storm Drainage Maintenance.** As an obligation, Developer will provide temporary storm drainage measures, which incorporate any existing

storm drainage facilities located on the Property to the reasonable satisfaction of the Public Works Director for the City, such that prior to commencement of Development Work, the Property shall continue to maintain any existing storm drainage facilities until the storm drainage facilities which are a part of the Development Work for each respective Phase of the Project are complete, and the same are dedicated to the City.

10. **ADDITIONAL OBLIGATIONS AND PUBLIC BENEFITS.** Developer will provide certain obligations, together any additional public benefits, as follows:

- (A) **Uses and Density.** As a public benefit, Development of the Property shall be determined in accordance with the Code of Ordinances, PDD, and Land Development Regulations, as the same may be amended from time to time pursuant to this Agreement, provided that the Property and the applicable approved Preliminary Site Plan shall provide for not more than 142 total Residential Units, at a maximum height not to exceed 35 feet for all single family attached or single family detached Residential Units.
- (B) **Off-Site Road Improvements.** As an obligation, the City and Developer acknowledge that Developer shall make certain off-site improvements to Mauldin Lake Road and Wolf Creek School Road, which will include intersection improvements for inbound and outbound turn lanes and Two (2) separate entrances to the Project from Mauldin Lake Road and Wolf Creek Road, respectively. The improvements to Mauldin Lake Road and Wolf Creek Road shall be in accordance with the traffic impact analysis for the Project (the “*TIA*”), applicable standards of South Carolina Department of Highways, Pickens County and the City, and following such improvements and acceptance by the applicable governmental entity, the improvements to Mauldin Lake Road and Wolf Creek Road shall be deemed to have been completed in accordance with the terms of this Agreement. The proposed public roadway improvements within the Property shall be completed as a part of the subdivision plat approval process, and in accordance with subdivision regulations of the City for the respective phases of the Project, the respective portions of the roadways within each such phase of the Project shall be platted together with the Residential Units for the particular phase in which such roadway is located. The costs of platting, dedicating, conveying and recording such public roadway, shall be the sole expense of Developer.
- (C) The improvements to be made by Developer to Mauldin Lake Road and Wolf Creek Road, which include Two (2) separate entrances to the Project in accordance with the City’s Land Development Regulations, as required by the City’s Public Works Director, are shown on the Site Plan attached hereto as **Exhibit “B”**.<sup>1</sup>

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<sup>1</sup> The Developer requested permission from the SCDOT to move the access road on Wolf Creek School Road as shown on Site Plan to address traffic concerns from the homeowners residing on Heraldry Drive. The Parties contemplate that the Site Plan may be revised to shift the access road on Wolf Creek School Road, which would be subject to approval by the SCDOT and pursuant to the Final Development Plan.

(D) **Road Standards and Traffic Impact**. As an obligation, all public roads within the Project shall be constructed to City specifications. The exact location, alignment, and name of any public road within the Project shall be subject to review and approval by the City Planning Commission as part of the subdivision platting process. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the City for public ownership and maintenance. Upon final inspection by the City, the Developer shall provide a warranty period for all public roads dedicated to the City within the Project, pursuant to the City's Street Acceptance Policy in effect at the time of this Agreement.

11. **DEFAULTS**. Developer shall continuously and diligently proceed with the Project on the Property. Developer's failure to proceed with the Project on the Property for a period of more than Six (6) consecutive months, other than as a result of Force Majeure, as defined in Section 7 above, shall constitute a default hereunder on the part of Developer. In the event of a default, the City shall provide written notice to Developer of such default, and Developer shall have a period of thirty (30) days in which to cure a default by commencement of Development Work with regards to the next portion of the Property to be developed in accordance with phasing plan of the Project. The failure of the Developer to comply with the terms of this Agreement shall constitute a default, entitling the City to pursue such remedies as deemed appropriate and legally just, including those allowed by the PDD, withholding the issuance of building permits in accordance with the provisions of this Agreement, specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the City absent its according the Developer the notice and opportunity to cure in accordance with the Vested Rights Act.

a. **Additional Acts of Default**. If, Developer declares bankruptcy or becomes insolvent, it shall be considered an event of default hereunder.

b. **Attorneys' Fees and Costs of Collection**. In the event of any litigation, contest, dispute, suit, proceeding or action (collectively an "Action") instituted by a party to this agreement regarding this Agreement, the non-prevailing party to this agreement shall pay the prevailing party reasonable expenses and attorneys' fees to be determined by the court. Each of the parties shall be responsible for its own professional fees and expenses incurred in connection with the drafting and review of this Agreement and any amendments thereto.

c. **Alternative Dispute Resolution**. In the event a dispute arises pertaining to this Agreement, the parties will make a good faith effort to resolve their disagreement. However, if the efforts of the parties to settle are unsuccessful, the parties agree that before litigation is commenced non-binding mediation will be utilized in an effort to resolve their differences. The parties agree to choose a Mediator from within fifty (50) miles of the Pickens and share the cost for the Mediator equally. If the parties cannot mutually agree upon a mediator, the Chief Administrative Judge of Pickens County for civil matters will appoint a Mediator.

12. **BONDS**. Prior to commencing construction on the Property, Developer shall secure a payment bond and a performance bond (collectively, "P&P Bonds") each of which shall be in an amount equal to one hundred percent (100%) of the amount of the Development Costs for any

public infrastructure constructed on the Property that will be accepted by the City as contemplated herein, the forms of the P&P bonds to be acceptable to the City, in its sole discretion.

13. **INSURANCE.** During construction on the Property, Developer shall obtain and maintain, or cause to be obtained and maintained by parties performing Development Work on behalf of Developer, at all times one or more policies of insurance containing the following types of coverage, deductibles, and limits:

a. **Builders Risk.** Comprehensive builders' risk, casualty, and property insurance against any casualty on an "all risk" perils basis. This policy must include fire, extended coverage, vandalism, and malicious mischief.

b. **General Liability.** Commercial general liability insurance covering the defense and legal liability claims of bodily injury, death and property damage which occurs on, in or about or relating to the development of the Property regardless of the cause of the same. This policy must have not less than \$2,000,000 combined single limits per occurrence/aggregate for bodily injury or property damage, provided by a Commercial General Liability policy or combination of General Liability and Umbrella Liability limits.

c. **Motor Vehicle.** Motor Vehicle covering all owned, non-owned and hired automobiles of not less than \$1,000,000 combined single-limits per each occurrence/aggregate for liability, bodily injury, and property damage.

d. **Contractor's Pollution.** Contractor's Pollution Insurance covering release of Hazardous materials with a limit of not less than \$2,000,000.00.

e. **Workers Compensation.** Workers Compensation and Occupational Disease insurance meeting the State's statutory requirements, including employer's liability in an amount not less than \$1,000,000.00.

f. **Miscellaneous.** Insurance this Agreement requires must be effected under standard policies from insurers with a current A. M. Best's rating of not less than A/VIII. The City must be shown as an additional insured on each policy to the extent allowed by law.

14. **INDEMNIFICATION FOR CITY.** 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 from (i) Developer's default under this Agreement, (ii) performance of Developer's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or (iii) any environmental matters arising out of or related to (1) the Property solely from and after the date such property is acquired by Developer or its affiliate as evidenced by a deed conveying such property to Developer or its affiliate filed in the real property records of Pickens County (the "Date of Acquisition"). Such indemnity shall include all costs and expenses incurred by such indemnitee arising from any suit, claim or liability, including all reasonable attorney's fees.

15. **MODIFICATION OF AGREEMENT.** This Agreement may be modified or amended only by the written agreement of the City and the Developer. No statement, action or

agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act.

16. **NOTICES.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of Pickens  
219 Pendleton Street  
Pickens, SC 29671  
Attention: City Administrator

With a copy to:

Duggan & Hughes, LLC  
P.O. Box 449  
Greer, SC 29652  
Attention: City Attorney

And to the Developer at:

BRD Land & Investment  
521 East Morehead Street, Ste. 170  
Charlotte, NC 28202  
Attention: Brian Gullette

With a copy to:

Mark A. Bible, Jr.  
Kenison, Dudley & Crawford, LLC  
325 West McBee Ave., Ste 301  
Greenville, SC 29601

17. **GENERAL.**

(A) **Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("*New Laws*"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by Developer and the City shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging

the New Laws, the City may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

(B) **Estoppel Certificate.** The City or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing, within thirty (30) days of such written notice, that this Agreement is in full force and effect, that this Agreement has not been amended or modified, or if so amended, identifying the amendments, whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

(C) **Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the City and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

(D) **No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City or any Developer or to render such party liable in any manner for the debts or obligations of another party.

(E) **Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

(F) **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

(G) **Transfer of Title.** Transfers of title to the Property, in whole or in part, may be made, at any time and to any person or entity, without the consent of the City.

(H) **Binding Effect.** The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.

(I) **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina, and the parties further agree that venue shall be proper, without regards to any conflict of law principals, in a court of competent jurisdiction in Pickens County, or such other jurisdiction in South Carolina as is appropriate and necessary under the circumstances.

(J) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall

constitute but one and the same instrument.

(K) **Eminent Domain**. Nothing contained in this Agreement shall limit, impair or restrict the City's right and power of eminent domain under the laws of the State of South Carolina.

(L) **No Third Party Beneficiaries**. The provisions of this Agreement may be enforced only by the City and the Developer. No other persons shall have any rights hereunder, unless specified in this Agreement.

(M) **Release of Developer**. Subject to Section 5.A, in the event of conveyance of all or a portion of the Property, the Developer shall be released from any obligations and liabilities with respect to this Agreement as to the portion of Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Property so transferred.

[Signature Pages Follow]



**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

CITY:

**CITY OF PICKENS**

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

)

COUNTY OF PICKENS )

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, the of the CITY OF PICKENS. He or she personally appeared before me and is personally known to me.

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## **SCHEDULE OF EXHIBITS**

- A. Boundary Survey
- B. Preliminary Site Plan
- C. Development Schedule – To Be Provided Upon Approval of the Statement of Intent

Exhibit A.

Boundary survey



Exhibit B.  
Preliminary Site Plan



**LOT STANDARDS TABLE**

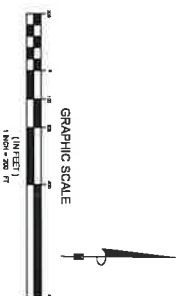
LOT AREA (SQUARE FEET)	LOT WIDTH	LOT DEPTH	QUANTITY
6,712 SF	50'	135'	81 (81%)
7,408 SF	100'	225'	41 (23%)
			122 (100%)



VICINITY MAP  
1" = 2000'

**LEGEND**

- PROPERTY BOUNDARY
- PROPOSED ROAD CENTERLINE
- LOT LINE
- RIGHT-OF-WAY LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING ELECTRIC CABLEMINT
- LIMITS OF A/FLOOD ZONE
- WETLANDS
- STORMWATER MGMT AREA
- PROPOSED RIGHT OF WAY
- OPEN SPACE
- EXISTING TREE LINE / REFORESTATION



**REVISIONS**

NO.	DATE	DESCRIPTION
1	03/14/2024	PRELIMINARY
2	03/14/2024	REVISED PER COMMENTS
3	03/14/2024	REVISED PER COMMENTS
4	03/14/2024	REVISED PER COMMENTS
5	03/14/2024	REVISED PER COMMENTS
6	03/14/2024	REVISED PER COMMENTS
7	03/14/2024	REVISED PER COMMENTS
8	03/14/2024	REVISED PER COMMENTS
9	03/14/2024	REVISED PER COMMENTS
10	03/14/2024	REVISED PER COMMENTS

PRELIMINARY SITE PLAN  
**WOLF CREEK SUBDIVISION**  
 MAULDIN LAKE ROAD & WOLF CREEK SCHOOL ROAD  
 CITY OF PICKENS, PICKENS COUNTY, SOUTH CAROLINA

BOWMAN CONSULTING GROUP, LTD.  
 10130 PERMETER PARKWAY  
 SUITE 100  
 CUMMINGS, NC 28216  
 PHONE: (704) 412-7424  
 BOWMAN.COM  
 © Bowman Consulting Group, Ltd.



SHEET SP-1

Exhibit C.

To Be Provided Upon Approval of the Statement of Intent

**ORDINANCE 2025-04**

**AN ORDINANCE TO PROVIDE FOR THE ANNEXATION OF PROPERTY OWNED BY EDDIE DEAN HOLDER, TRUSTEE, OF THE EDDIE DEAN HOLDER REVOCABLE TRUST DATED MARCH 22, 2018, AS AMENDED LOCATED AT THE INTERSECTION OF MAULDIN LAKE ROAD AND WOLF CREEK SCHOOL ROAD (TAX MAP PARCEL # 4180-00-46-1109) BY ONE HUNDRED PERCENT PETITION METHOD PURSUANT TO THE PROVISIONS OF S.C. CODE SECTION 5-3-150(3)**

WHEREAS, Eddie Dean Holder, Trustee of the Eddie Dean Holder Revocable Trust dated March 22, 2018, as amended (“Holder”) is the sole owner of record title of one (1) parcel of real property containing 215 acres, more or less, located at the intersection of Mauldin Lake Road and Wolf Creek School Road, which property is contiguous to the City of Pickens and are more particularly illustrated in Exhibit 1 attached hereto and more particularly described on Exhibit 2 attached hereto; and,

WHEREAS, an Annexation Petition, attached hereto as Exhibit 3, has been filed with the City of Pickens by Holder, requesting that these property depicted and described on Exhibits 1 and 2 be annexed into the City of Pickens; and,

WHEREAS, the property to be annexed is contiguous to the City of Pickens as shown on Exhibit 1 attached hereto; and,

WHEREAS, Holder constitutes one hundred (100%) of the freeholders owning one hundred (100%) of the real property depicted in Exhibit 1 attached hereto; and,

WHEREAS, the Mayor and Council conclude that the annexation is in the best interest of the property owner and the City;

NOW, THEREFORE, be it ordained by the Mayor and Council of the City of Pickens that:

1. ANNEXATION: The real property owned by Holder described above, and more particularly depicted in the map attached hereto marked as Exhibit 1 is hereby annexed into the corporate city limits of the City of Pickens effective immediately upon second reading of this ordinance.

2. ANNEXATION OF A PORTION OF ADJACENT RIGHTS-OF-WAY: All of those portions of Mauldin Lake Road and Wolf Creek School Road along the edge of and adjoined to the annexed property shown on the attached Exhibit 1 to the centerline of the afore-mentioned rights-of-way is also hereby annexed into the corporate limits of the City of Pickens effective immediately upon second reading of this ordinance.

3. DEVELOPMENT AGREEMENT. The annexation of the Property identified herein is contingent upon and will be made subject to a Development Agreement between the City and the Developer that will be approved by the City by separate ordinance.

\_\_\_\_\_  
Isaiah Scipio, Mayor

ATTEST:

\_\_\_\_\_  
Donna Owen, Municipal Clerk

First Reading: May 28, 2025

Second Reading: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Daniel Hughes

**EXHIBIT 1 – ANNEXATION MAP**  
**EXHIBIT 2 – DEED**  
**EXHIBIT 3 - ANNEXATION PETITION**

Exhibit 1.  
Annexation Map



# Pickens County, SC



## Overview



## Legend

- Parcels
- Municipalities
- USA Major Highways
  - Limited Access
  - Highway
  - Major Road
  - Local Road
  - Minor Road
  - Other Road
  - Ramp
  - Ferry
  - Pedestrian Way
- v- Vacant Land
- R8- Multi Family Zoned
- R- Residential Use
- C- Church

Date created: 9/21/2025  
 Last Data Uploaded: 9/20/2025 8:24:13 PM



Developed by SCHNEIDER  
 GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads

Parcel ID	4180-00-46-1109	Account	Vacant	Ownership	HOLDER	Documents			
Account No	R0006187	Type	Land		EDDIE DEAN	Date	Price	Doc	Vacant or Improved
Property Address		Class	n/a		TRUSTEE				Improved
District	A13-Pickens	Acres	215.0		115 JEWEL	1/4/2023	\$1	<u>2490/145</u>	Improved
Brief	N/SIDE WOLF CR RD MAULDIN	LEA	0003.8		ST	2/19/2016	\$1	<u>1750/1338</u>	Vacant
Tax Description	LAKE RD PLAT 484/2 P/O, SEE GIS NOTES (Note: Not to be used on legal documents)	Code			PICKENS, SC				
		Value	\$19,775		29671-0000				

Date created: 8/29/2023  
 Last Data Uploaded: 8/29/2023 8:44:37 AM

Developed by  Schneider GEOSPATIAL

Exhibit 2.

Deed

Space above this line for recording information

STATE OF SOUTH CAROLINA )  
 ) TITLE TO REAL ESTATE  
COUNTY OF PICKENS ) (NO TITLE EXAMINATION)

KNOW ALL MEN BY THESE PRESENTS THAT I, E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED, herein referred to as Grantor, for and in consideration of the sum of ONE DOLLAR AND 00/100<sup>TH</sup> (\$1.00) DOLLARS AND NO OTHER CONSIDERATION, paid by E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED, hereinafter referred to as Grantee, in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED, his successors in trust and assigns forever all my right, title and interest in and to the below described property:

Please see attached Exhibit "A"

This conveyance is specifically made subject to any and all recorded rights-of-way, easements, conditions and restrictions pertaining to the property herein conveyed, and in addition are subject to any of the foregoing which may appear from an inspection of the premises.

Grantee Address: P.O. Box 707, Pickens, SC 29671

Tax Map No.: 4180-00-46-1109

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining. TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, their heirs and assigns forever. AND THE GRANTOR does hereby bind the Grantor and the Grantors' heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his/her heirs and assigns, against Grantor and Grantors' heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 24th day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

*Lailly Good*  
Witness One

*[Signature]*  
Witness Two (may also serve as Notary)

*E. Dean Holder, Trustee*  
E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24<sup>th</sup> day of April, 2025.



Notary (printed name): James E. Sterling  
My Commission Expires: 6/4/2030  
Notary of Public for South Carolina

[SEAL]





WITNESS the Grantor's Hand and Seal this 21<sup>st</sup> day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
Witness One

[Signature]  
Witness Two (may also serve as Notary)

[Signature]  
JEFFERY DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED

STATE OF SOUTH CAROLINA )

COUNTY OF PICKENS )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that JEFFERY DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21<sup>st</sup> day of April, 2025.

[Signature]  
Notary (printed name): James G. Sterling  
My Commission Expires: 6/14/2030  
Notary of Public for South Carolina



[SEAL]



WITNESS the Grantor's Hand and Seal this 24th day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
Witness One

[Signature]  
Witness Two (may also serve as Notary)

[Signature]  
ANNA CANNON HOLDER GLENN,  
INDIVIDUALLY AND AS QUALIFIED  
BENEFICIARY OF TRUST B FBO E. DEAN  
HOLDER CREATED UNDER THE BEATRICE C.  
HOLDER REVOCABLE TRUST UNDER  
AGREEMENT DATED NOVEMBER 8, 2006, AS  
AMENDED

STATE OF SOUTH CAROLINA )

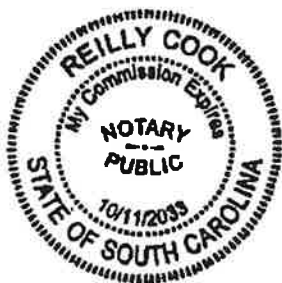
COUNTY OF PICKENS )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that ANNA CANNON HOLDER GLENN, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24th day of April, 2025.

[Signature]  
Notary (printed name): Reilly Cook  
My Commission Expires: 10/11/33  
Notary of Public for South Carolina



[SEAL]

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

)  
)  
)

**AFFIDAVIT FOR EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located in Pickens County, Tax Map Number: 4180-00-46-1109 were transferred by E. Dean Holder, as Trustee of Trust B FBO E. Dean Holder created under the Beatrice C. Holder Revocable Trust under agreement dated November 8, 2006, as amended on April 24, 2025.
- 3. Check one of the following: The deed is
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c)  exempt from the deed recording fee because (See Information section of affidavit): No. 1

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
  - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (b) The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_

- 5. Check Yes \_\_\_\_\_ or No  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_

- 6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (b) Place the amount listed in item 5 above here: \_\_\_\_\_
  - (If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \_\_\_\_\_

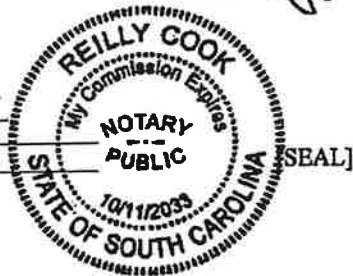
- 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:

- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

- 9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

\_\_\_\_\_  
Responsible Person Connected with the Transaction  
James E. Sterling

SWORN to and subscribed before me this  
24 day of April, 2025.  
Notary Public for South Carolina  
My Commission Expires: 10/11/33  
Notary (L.S.): Reilly Cook  
Notary (printed name): Reilly Cook



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

**Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

**Exhibit A**

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, about one mile Southerly from the City of Pickens, fronting on the old Pickens-Liberty Highway containing two hundred fifteen (215) Acres, more or less and being all of a two hundred and twenty (220) acres tract of land conveyed by Mary M. MaHaffey to Fred G. Findley and Robert E. Welborn by deed dated August 22, 1959, and recorded August 24, 1959, in Deed Book 9-K, at Page 17, in the Office of the Register of Deeds for Pickens County, LESS, HOWEVER, a tract of land containing five (5) acres, more or less, fully described in plat thereof prepared by T. Craig Keith, Surveyor dated April 29, 1967, sold and conveyed, away of the 220 acre tract by Fred G. Findley and Robert Welborn to Frank D. Ferguson, Jr., by deed dated May 3, 1967, and recorded May 6, 1967, in Book of Deeds 11-E, at Page 401, in the Office of the Register of Deeds for Pickens County, South Carolina. The courses and distances of the original 220 acre tract of land taken from a plat prepared by W.E. Findley, Surveyor, for Mary M. MaHaffey dated February, 1957, and recited in the above deed to Fred G. Findley and Robert E. Welborn, recorded in the aforesaid Deed Book 9-K at page 17.

AND ALSO:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, about one mile Southerly from the City of Pickens, containing one-fourth (.25) of an acre, more or less, adjoining the 215 acre tract of land above described, and being the same one-fourth acre lot of land conveyed to Fred G. Findley and Robert E. Welborn by Mary M. MaHaffey, and others by deed dated November 23, 1959, and recorded April 9, 1979, in Book of Deeds 13-0, at Page 620, in the Office of the Register of Deeds for Pickens County, South Carolina.

Pickens County Tax Map # 4180-00-46-1109

This being the same property conveyed unto E. Dean Holder as Trustee of Trust B FBO E. Dean Holder created under the Beatrice C. Holder Revocable Trust dated November 8, 2006, as amended dated February 19, 2016 and recorded February 16, 2016 in Deed Book 1750 at Page 338 in the Office of the Register of Deeds for Pickens County.

Exhibit 3.

Annexation Petition

**100 PERCENT PETITION FORM**

TO THE MAYOR AND COUNCIL OF THE CITY OF PICKENS:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Pickens by ordinance effective as soon as hereafter as possible, pursuant to South Carolina Section 5-3-150(3).

The territory to be annexed is described as follows: 215 acres located at the Northside Wolf Creek Road and Mauldin Lake Road. The parcel number is 4180-00-46-1109

as shown on Pickens County GIS map and shown as Exhibit "A" attached.

It is requested that the property be zoned pursuant to binding terms of a Development Agreement in a form suitable to the City.

Signature: E. L. Dean Halder

Signature: \_\_\_\_\_

Street Address: 115 Jewel Street, Pickens, SC 29671

Date: 5-19-25

\*\*\*\*\*  
FOR MUNICIPAL USE:

Petition received by: Tim O'Briant, Administrator Date: 5/19/25  
Description and Ownership Verified by: Same Date: 5/19/25

Recommendation: Council to annex property into City of Pickens, to be zoned: TBA Pursuant to Development Agreement Adopted by Council

By: [Signature] Date: 5/19/25



**ORDINANCE NO. 2025-12**

**AN ORDINANCE TO ESTABLISH A ZONING CLASSIFICATION OF PLANNED DEVELOPMENT DISTRICT (PDD) FOR PROPERTY LOCATED ON WOLF CREEK SCHOOL ROAD OWNED BY E. DEAN HOLDER, TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST U/A DATED NOVEMBER 8, 2006**

WHEREAS, E. Dean Holder, Trustee of Trust B FBO E. Dean Holder created under the Edgar O. Holder Revocable Trust U/A dated November 8, 2006 (“Holder”) is the sole owner of certain property located on Wolf Creek School Road more particularly described on the deed attached hereto as Exhibit “A” and the map attached hereto as Exhibit “B” marked as Tax Map No. 4180-00-46-1109 containing +/- 215 acres (the “Property”); and,

WHEREAS, the property currently as zero (0) occupants; and,

WHEREAS, Holder has petitioned the City of Pickens to annex the Property by one-hundred percent (100%) method provided for by South Carolina Code §5-3-150(3) and this petition is pending pursuant to Ordinance 04-2025; and,

WHEREAS, Holder has also requested that the Property be zoned Planned Development District (“PDD”) and for approval of zoning to occur concurrently with his petition for annexation; and,

WHEREAS, in addition to the PDD, the Property shall also be subject to a Development Agreement between the City and BRD Land & Investment; and,

WHEREAS, the City’s Planning Staff reviewed the zoning request and the Staff Report is attached hereto as Exhibit “C”; and,

WHEREAS, on September 24, 2025, the Planning Commission reviewed the request for zoning and made a recommendation for approval; and,

WHEREAS, in consideration of the current use of the property, the City's comprehensive plan, and the current zoning of neighboring properties, the Mayor and Council have determined that the PDD zoning is appropriate and in the best interests of the City;

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

1. Zoning Assignment: The Property shall be zoned Planned Development District.
2. Land Use Map: The Property shall be designated as Planned Development District on the Land Use Map for the City as required by the City’s Zoning Ordinance.

3. This Ordinance shall be effect after second reading.

4. Each ordinance, resolution, order, and regulation, and parts of the same, in conflict herewith are, to the extent of such conflict, repealed.

**CITY OF PICKENS, SC**

---

Isaiah Scipio, Mayor

**[SEAL]**  
**ATTEST:**

---

Donna Owen, Municipal Clerk

Introduced By:

First Reading:

Second Reading/Final Approval:

APPROVED AS TO FORM:

---

Daniel R. Hughes, City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION FOR PROPERTY**

Space above this line for recording information

STATE OF SOUTH CAROLINA )

COUNTY OF PICKENS )

TITLE TO REAL ESTATE  
(NO TITLE EXAMINATION)

KNOW ALL MEN BY THESE PRESENTS THAT I, E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED, herein referred to as Grantor, for and in consideration of the sum of ONE DOLLAR AND 00/100<sup>TH</sup> (\$1.00) DOLLARS AND NO OTHER CONSIDERATION, paid by E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED, hereinafter referred to as Grantee, in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE EDGAR O. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED, his successors in trust and assigns forever all my right, title and interest in and to the below described property:

Please see attached Exhibit "A"

This conveyance is specifically made subject to any and all recorded rights-of-way, easements, conditions and restrictions pertaining to the property herein conveyed, and in addition are subject to any of the foregoing which may appear from an inspection of the premises.

Grantee Address: P.O. Box 707, Pickens, SC 29671


Tax Map No.: 4180-00-46-1109


TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining. TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, their heirs and assigns forever. AND THE GRANTOR does hereby bind the Grantor and the Grantors' heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his/her heirs and assigns, against Grantor and Grantors' heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 24th day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

  
\_\_\_\_\_  
Witness One

  
\_\_\_\_\_  
Witness Two (may also serve as Notary)

  
\_\_\_\_\_  
E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

)

COUNTY OF PICKENS

)

I, the undersigned Notary Public, do hereby certify that E. DEAN HOLDER, AS TRUSTEE OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 2<sup>nd</sup> day of April, 2025.

Notary (printed name): James E. Sterling  
My Commission Expires: 6/4/2030  
Notary of Public for South Carolina

[SEAL]



THE HENDRICKS FIRM, LLC  
P.O. BOX 665  
EASLEY, SC 29641

WITNESS the Grantor's Hand and Seal this 21<sup>st</sup> day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
Witness One

[Signature]  
Witness Two (may also serve as Notary)

E. Dean Holder

E. DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that E. DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21<sup>st</sup> day of April, 2025.



[SEAL]

[Signature]  
Notary (printed name): James E Sterling  
My Commission Expires: 6/4/2030  
Notary of Public for South Carolina

WITNESS the Grantor's Hand and Seal this 21<sup>st</sup> day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
Witness One

[Signature]  
Witness Two (may also serve as Notary)

[Signature]  
JEFFERY DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED

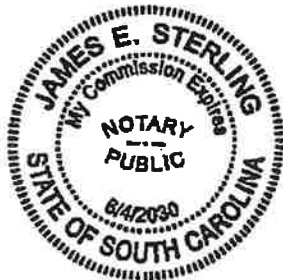
STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that JEFFERY DEAN HOLDER, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21<sup>st</sup> day of April, 2025.

[SEAL]



[Signature]  
Notary (printed name): James E. Sterling  
My Commission Expires: 6/4/2030  
Notary of Public for South Carolina



WITNESS the Grantor's Hand and Seal this 24th day of April, 2025.

Signed, Sealed and Delivered in the Presence of:

[Signature]  
Witness One

[Signature]  
Witness Two (may also serve as Notary)

[Signature]  
ANNA CANNON HOLDER GLENN,  
INDIVIDUALLY AND AS QUALIFIED  
BENEFICIARY OF TRUST B FBO E. DEAN  
HOLDER CREATED UNDER THE BEATRICE C.  
HOLDER REVOCABLE TRUST UNDER  
AGREEMENT DATED NOVEMBER 8, 2006, AS  
AMENDED

STATE OF SOUTH CAROLINA

)  
)  
)

ACKNOWLEDGMENT

COUNTY OF PICKENS

I, the undersigned Notary Public, do hereby certify that ANNA CANNON HOLDER GLENN, INDIVIDUALLY AND AS QUALIFIED BENEFICIARY OF TRUST B FBO E. DEAN HOLDER CREATED UNDER THE BEATRICE C. HOLDER REVOCABLE TRUST UNDER AGREEMENT DATED NOVEMBER 8, 2006, AS AMENDED personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24th day of April, 2025.



[SEAL]

[Signature]  
Notary (printed name): Reilly Cook  
My Commission Expires: 10/11/23  
Notary of Public for South Carolina

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS ) AFFIDAVIT FOR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2. The property being transferred is located in Pickens County, Tax Map Number: 4180-00-46-1109 were transferred by E. Dean Holder, as Trustee of Trust B FBO E. Dean Holder created under the Beatrice C. Holder Revocable Trust under agreement dated November 8, 2006, as amended on April 24, 2025.
- 3. Check one of the following: The deed is
  - (a) \_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) x exempt from the deed recording fee because (See Information section of affidavit): No. 1

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_ or No \_\_\_

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
  - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (b) The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_

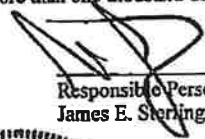
- 5. Check Yes \_\_\_ or No x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_

- 6. The deed recording fee is computed as follows:
  - (a) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (b) Place the amount listed in item 5 above here: \_\_\_\_\_
  - (If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \_\_\_\_\_

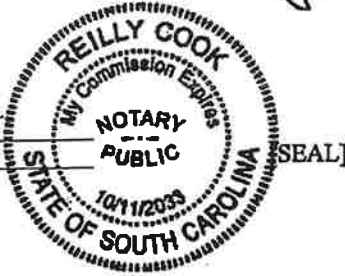
- 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:

- 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney

- 9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
Responsible Person Connected with the Transaction  
James E. Sterling

SWORN to and subscribed before me this  
24 day of April, 2025.  
Notary Public for South Carolina  
My Commission Expires: 10/11/33  
Notary (L.S.): Reilly Cook  
Notary (printed name): Reilly Cook



**INFORMATION**

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

**Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
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- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
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- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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AND ALSO:

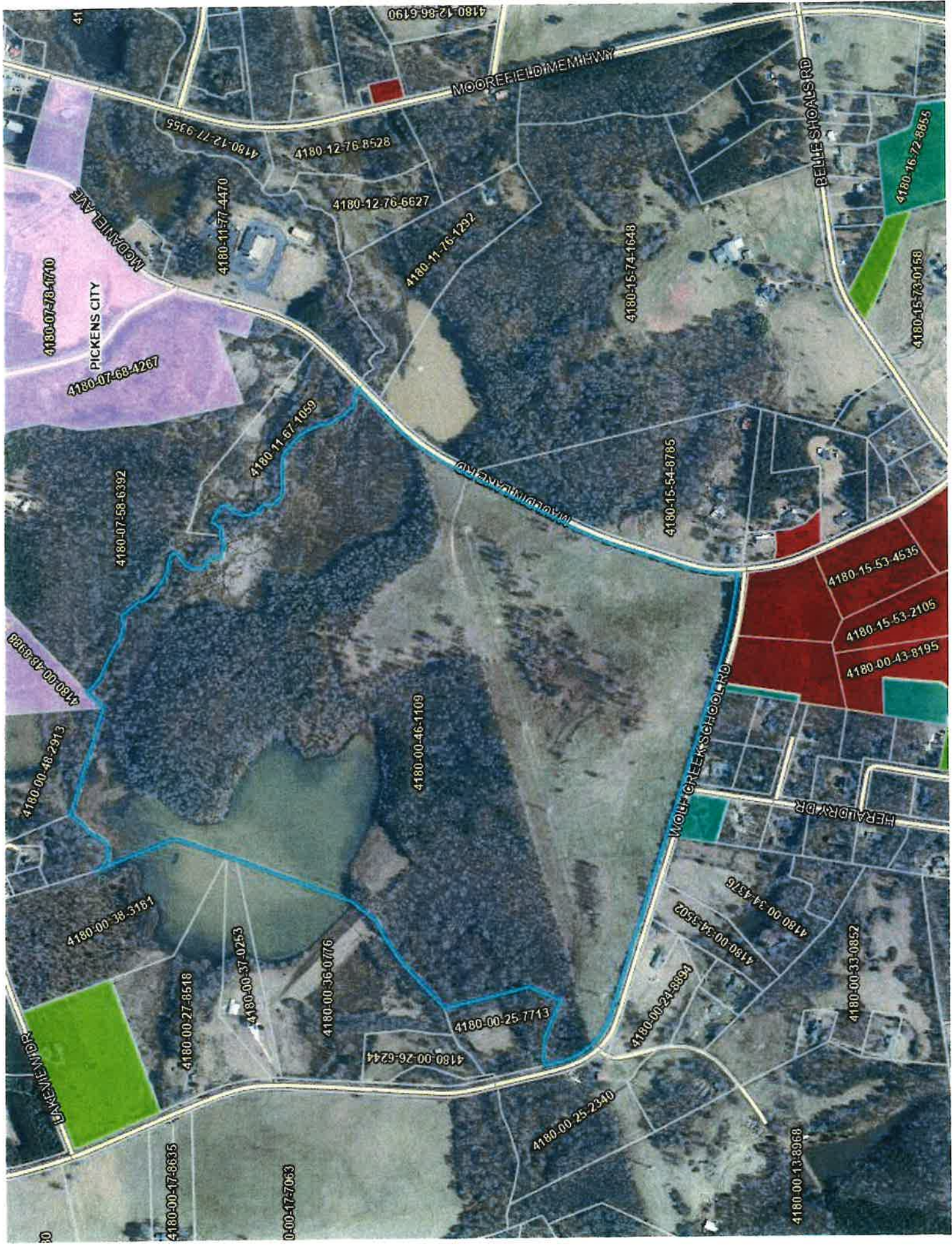
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Pickens County Tax Map # 4180-00-46-1109

This being the same property conveyed unto E. Dean Holder as Trustee of Trust B FBO E. Dean Holder created under the Beatrice C. Holder Revocable Trust dated November 8, 2006, as amended dated February 19, 2016 and recorded February 16, 2016 in Deed Book 1750 at Page 338 in the Office of the Register of Deeds for Pickens County.

**EXHIBIT B**

**MAP OF PROPERTY**



MOOREFIELD MEM HWY

BELLE SHOALS RD

DANIEL AVE

WOLF CREEK SCHOOL RD

HERALDRY DR

4180-07-78-4740

PICKENS CITY  
4180-07-68-4267

4180-12-76-8528

4180-12-76-6627

4180-11-76-1292

4180-15-74-1648

4180-16-72-8855

4180-15-72-0158

4180-11-77-4470

4180-11-67-1059

4180-15-54-8785

4180-07-58-6392

4180-15-53-4535

4180-15-53-2105

4180-00-43-8195

4180-00-48-2913

4180-00-46-1109

4180-00-38-3161

4180-00-37-0253

4180-00-36-0776

4180-00-25-7713

4180-00-24-8804

4180-00-34-3502

4180-00-34-4376

4180-00-33-0852

4180-00-27-8518

4180-00-26-6244

4180-00-25-2340

4180-00-17-8635

0-00-17-7063

4180-00-13-8968

41

4180-12-86-6190

4180-12-77-9355

BAKEMEN WDR



**City of Pickens Planning Commission**

**September 24<sup>th</sup>, 2025**

**Report By:** Jennifer Vissage, Planner  
**Applicant:** Dean Holder  
**Owner:** Dean Holder  
**Request:** Zoning Consideration for Proposed Annexed Property  
**Property Location:** Mauldin Lake Road  
**Zoned:** Pickens County Parcel

The subject property is bordered by a single parcel within the Pickens City Limits, zoned R-8 Residential. All other adjacent properties fall under Pickens County jurisdiction and are designated as either Agricultural or Natural Heritage districts per the county's Unified Development Ordinance (UDO). These districts support residential development with lot sizes ranging from ½ to 1 acre, emphasizing open space and low-density character. A map identifying uses is attached to this report.

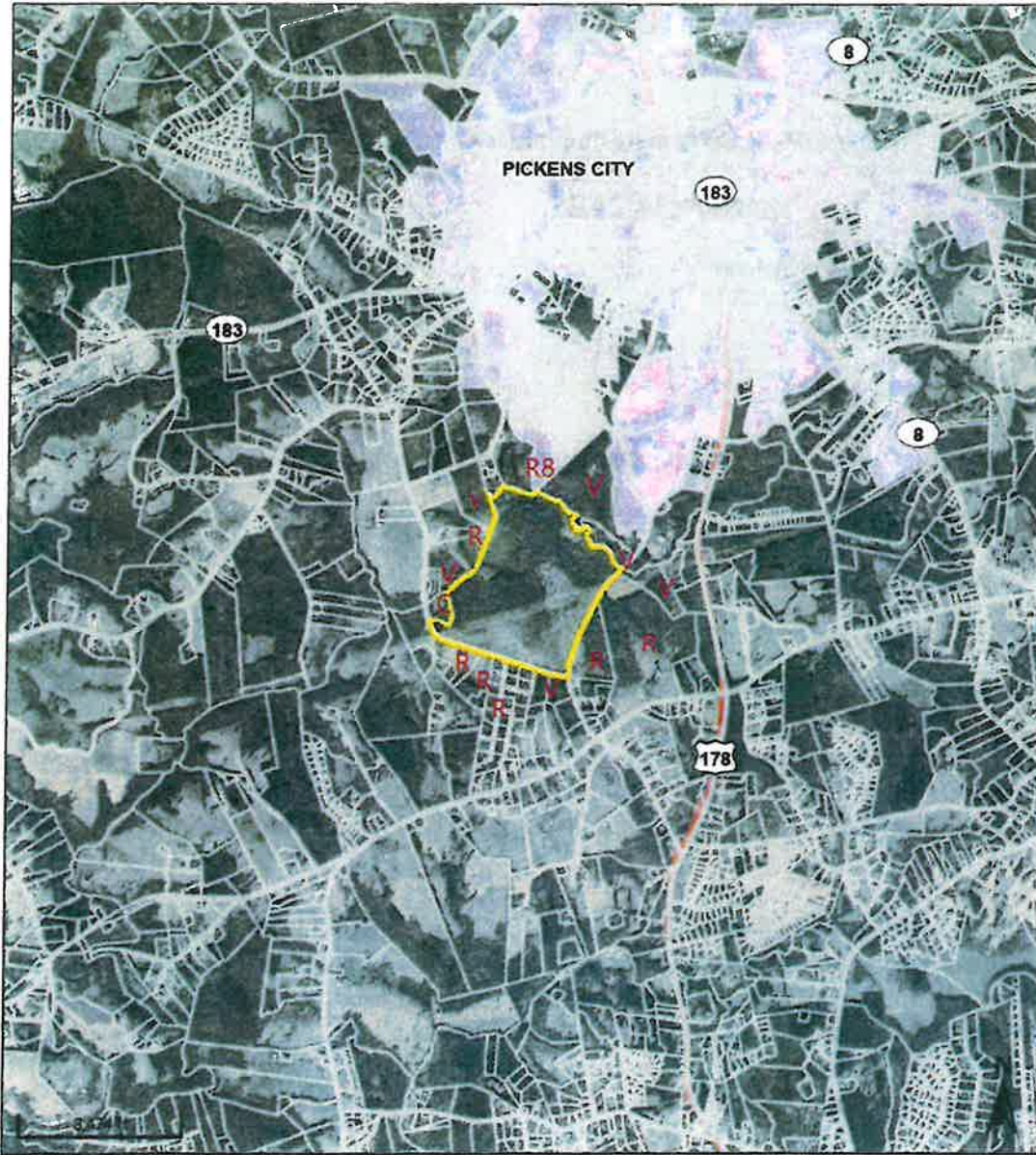
The most recent Future Land Use Map, derived from the 2012 Comprehensive Plan, does not include the Mauldin Lake Road area, as it lies outside the city boundaries. The nearest mapped parcel is designated as Institutional, offering limited guidance for future land use in the immediate vicinity. The 2012 Future Land Use Map is attached to this report.

The Planned Development District (PDD) provides a flexible zoning framework that allows the city and developer to collaboratively establish site-specific standards—such as setbacks, lot dimensions, and density. This approach enables alignment with local priorities and evolving market conditions. PDDs often incorporate measures to preserve natural features and can be amended over time to reflect changing community needs.

Staff believes that applying a PDD to the proposed annexation area is the most appropriate strategy. It offers the city greater control over the form and function of the development, ensuring outcomes that are beneficial to the municipality, the developer, and the surrounding community. Unlike conventional zoning, a PDD allows for a tailored development vision that better reflects the unique context of the site.



# Pickens County, SC



## Overview



## Legend

- Parcels
- Municipalities
- USA Major Highways
  - Limited Access
  - Highway
  - Major Road
  - Local Road
  - Minor Road
  - Other Road
  - Ramp
  - Ferry
- Pedestrian Way
- v- Vacant Land
- R8- Multi Family Zoned
- R- Residential Use
- C- Church

Date created: 9/21/2025  
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Developed by SCHNEIDER  
 GEOSPATIAL

# City of Pickens, South Carolina Future Land Use Map

WILLIAMS

RED HILL

IMPALA

WILD CHERRY

GRAVLEY

GILLILAND

HOMESTEAD

REECE MILL

THOMAS

BT

SIDNEY  
DURHAM MILL

WALHALLA

JABLAH

ABRAHAM  
TOWER

ANITA

CURETON  
CHANTILLY  
MOREFIELD MEM

EARL

CALLA LILY

SANGAMO

TRANQUILITY  
FOX SQUIRREL RIDGE  
WOODLAND

WADE  
EDENS  
J.B.

GINKO

CARROL

JUDY

KELLC

Rushmore

TROTTER

C ONNE

MASTERS

JO

PEARL

HOLDER

LOOPER

JONES

BAKER  
ANN

FAUBUS

REGENCY

FLORENCE

JET

CEGAR ROCK

CHURCH

MAIN

LEE

JEWEL

LEWIS

HAMPTON

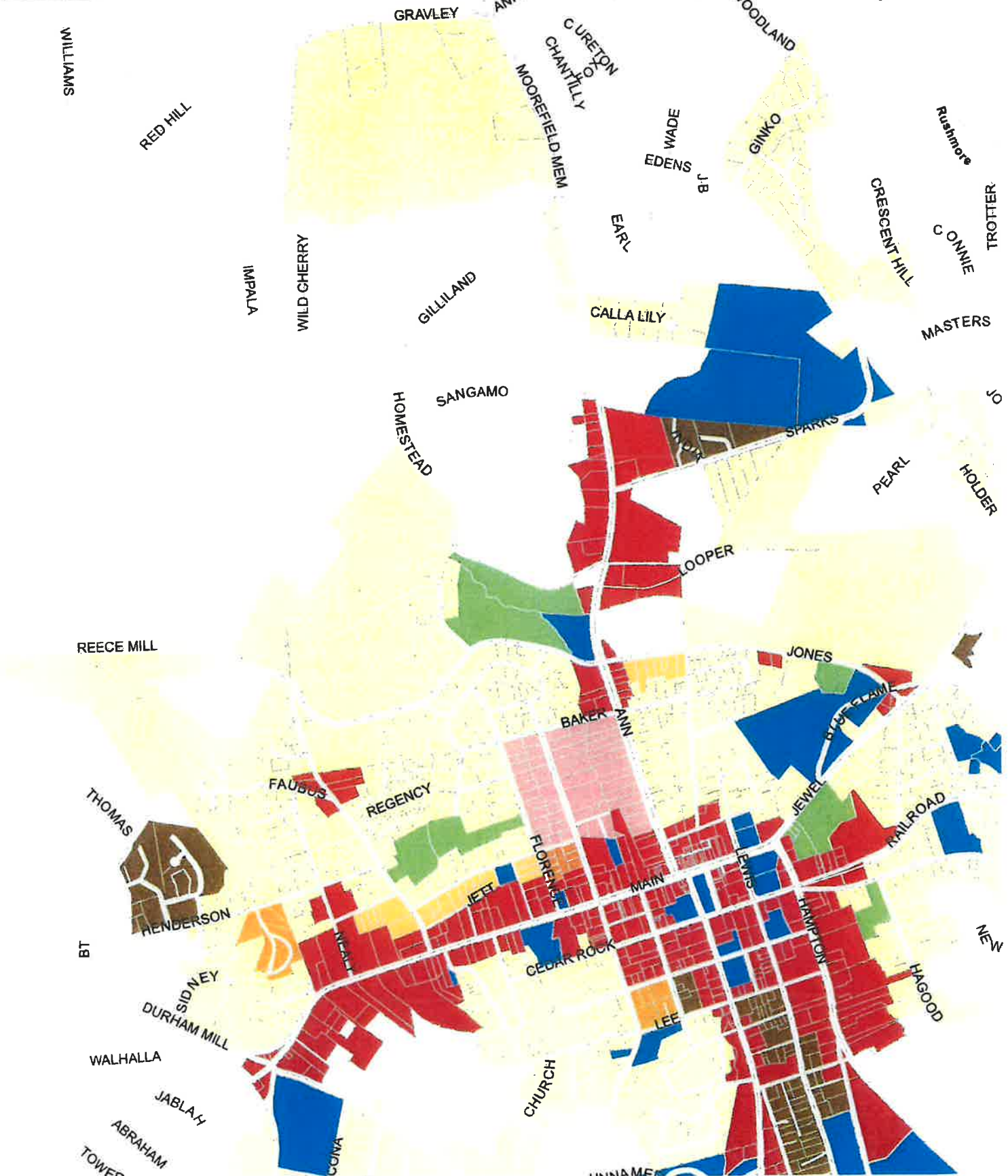
RAILROAD

HAGOOD

NEW

CONNA

MINNAMES



**ORDINANCE NO. 2025-06**

**AMENDING THE BUSINESS LICENSE ORDINANCE OF THE CITY OF PICKENS TO UPDATE THE CLASS SCHEDULE AS REQUIRED BY ACT 176 OF 2020.**

**WHEREAS**, the CITY OF PICKENS (the "Municipality") is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the "Standardization Act"), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

**WHEREAS**, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the "Association") and adopted by the Director of the Revenue and Fiscal Affairs Office;

**WHEREAS**, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2023-20 on January 8, 2024 , in order to comply with the requirements of the Standardization Act (the "Current Business License Ordinance");

**WHEREAS**, the City Council of the City of Pickens (the "Council") now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the CITY OF PICKENS, as follows:

**SECTION 1. Amendments to Appendix B.** Appendix B to the Current Business License Ordinance, the "Business License Class Schedule," is hereby amended and restated as set forth on the attached Exhibit A.

**SECTION 2. Repealer, Effective Date.** All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2026.

ENACTED IN REGULAR MEETING, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Isaiah Scipio, Mayor

ATTEST:

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Donna Owen, Clerk

First reading: 10/07/2025

Final reading: \_\_\_\_\_

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the  
Current Business License Ordinance**

**APPENDIX B**

**Classes 1 – 8: Business License Class Schedule by NAICS Codes**

<b>NAICS Sector/Subsector</b>	<b>Industry Sector</b>	<b>Class</b>
<b>11</b>	Agriculture, forestry, hunting and fishing	1
<b>21</b>	Mining	3
<b>22</b>	Utilities	1
<b>31 - 33</b>	Manufacturing	3
<b>42</b>	Wholesale trade	1
<b>44 - 45</b>	Retail trade	1
<b>48 - 49</b>	Transportation and warehousing	2
<b>51</b>	Information	4
<b>52</b>	Finance and insurance	7
<b>53</b>	Real estate and rental and leasing	6
<b>54</b>	Professional, scientific, and technical services	4
<b>55</b>	Management of companies	7
<b>56</b>	Administrative and support and waste management and remediation services	3
<b>61</b>	Educational services	3
<b>62</b>	Health care and social assistance	3
<b>71</b>	Arts, entertainment, and recreation	3
<b>721</b>	Accommodation	1
<b>722</b>	Food services and drinking places	2
<b>81</b>	Other services	3
<b>Class 8</b>	<b>Subclasses</b>	
<b>23</b>	Construction	8.1
<b>482</b>	Rail Transportation	8.2
<b>517111</b>	Wired Telecommunications Carriers	8.3
<b>517112</b>	Wireless Telecommunications Carriers (except Satellite)	8.3
<b>517122</b>	Agents for Wireless Telecommunications Services	8.3
<b>5241</b>	Insurance Carriers	8.4
<b>5242</b>	Insurance Brokers for non-admitted Insurance Carriers	8.4
<b>713120</b>	Amusement Parks and Arcades	8.51
<b>713290</b>	Nonpayout Amusement Machines	8.52
<b>713990</b>	All Other Amusement and Recreational Industries ( pool tables)	8.6

*2025 Class Schedule is based on a three-year average (2019 - 2021) of IRS statistical data.*

State of South Carolina)  
County of Pickens)  
City of Pickens)

Ordinance Number 2025-09

**AN ORDINANCE TO AMEND CHAPTER 5 “BUILDING AND BUILDING REGULATIONS” OF THE CITY OF PICKENS, SOUTH CAROLINA TO PROVIDE FOR THE SPECIAL PROPERTY TAX ASSESSMENTS AUTHORIZED BY SECTION 4-9-195 AND MADE APPLICABLE TO MUNICIPALITIES BY SECTION 5-21-140 OF THE SOUTH CAROLINA CODE OF LAWS AS TO REAL PROPERTY WHICH QUALIFIES AS “REHABILITATED HISTORIC PROPERTY” AND OTHER MATTERS RELATED THERETO**

**Whereas**, §4-9-195 and §5-21-140 of the South Carolina Code of Laws (Supp. 2013), as amended, also known as the “Bailey Bill” provides that municipalities may by ordinance grant special property tax incentives to encourage the rehabilitation of historic buildings through a Bailey Bill program; and,

**Whereas**, the City of Pickens contains a substantial amount of historic property, the preservation of which is beneficial for the economic development of the City and for its citizens; and,

**Whereas**, the City of Pickens recognizes the importance of preserving its architectural and cultural heritage through the rehabilitation of historic properties; and,

**Whereas**, the Mayor and Council find that providing for this special property tax assessment will (1) encourage the restoration of historic properties, (2) promote community development and redevelopment, (3) encourage sound community planning, and (4) promote the general health, safety, and welfare of the community; and,

**Whereas**, in order to effectively implement the Bailey Bill program and ensure equitable access to its tax incentives, the City must adopt a clear and consistent process for evaluating whether properties meet the criteria for historic designation and program eligibility.

**Now Therefore**, BE IT ORDAINED by the City Council of Pickens, South Carolina that:

**Section 1.** Chapter 5 of the City of Pickens Code of Ordinances is hereby amended by adding Section 5-6 entitled “Special Tax Assessment for Rehabilitated Historic Property” with the following:

**Chapter 5 “Buildings and Building Regulations”:**

**5.6 Special Tax Assessment for Rehabilitated Historic Property**

**5.6.1 General Provisions and Purpose.**

1. Pursuant to S.C. Code §4-9-195 and made applicable to municipalities by §5-21-140 of the South Carolina Code of Laws, as these sections may be amended from time to time, the City grants a special property tax assessment to real property which qualifies as a “rehabilitated historic property” under the provisions of this Section. Unless otherwise specified by resolution of city council, the special assessment period shall be ten (10) years. City Council may, by resolution, approve a longer special assessment period, up to an aggregate period not to exceed twenty (20) years. To qualify for a special assessment period greater than ten (10) years, City Council must find that the proposed rehabilitation of the subject property is extensive in scale and scope; will foster the economic viability

of the surrounding community; and that granting an assessment period greater than ten (10) years is in the best interest of the City. The purpose of the Special Tax Assessment is to:

- a. Encourage the restoration of historic properties;
  - b. Promote community development and redevelopment;
  - c. Encourage sound community planning; and,
  - d. Promote the general health, safety, and welfare of the community.
2. The City Council designates the Board of Architectural Review (“BAR”) to perform the Council’s functions in regard to determining property to be “historic” and to certifying property as having qualified as “rehabilitated historic property” for special tax assessment purposes when all statutory requirements have been met.

### **5.6.2 Eligibility for Special Tax Assessment**

1. To be eligible for the special property tax assessment, historic properties must receive preliminary and final certification. The designation process provided for in Section 7 hereof.

2. Property shall qualify as historic for the special assessment in accordance with the provisions of S.C. Code §4-9-195 as follows:

- a. It is listed in the National Register of Historic Places;
- b. the property is designated as a historic property as recommended by the BAR and approved by City Council based upon criteria established by City for Historic Site Designation and is at least fifty years old; or
- c. the property is at least fifty years old and is located in a historic district designated by the BAR at any location within any historic overlay district adopted by the City.

### **5.6.3. Standards for review of rehabilitation work**

1. The proposed rehabilitation of the property shall be examined according to the following standards:

- a. The historic character of a property shall be retained and preserved and the removal of historic materials or alteration of features and spaces that characterize each property shall be avoided.
- b. Each property shall be recognized as a physical record of its time, place, and use changes. Changes that create a false sense of historical development shall not be undertaken. Most properties change over time. Those changes that have acquired historic significance shall be rated and preserved.
- c. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property should be preserved.
- d. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive

feature, the replacement should match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

- e. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- f. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property, and the new work shall be compatible with the missing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- g. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- h. Any other standards for rehabilitation established by the Standards for Rehabilitation established by the Secretary of Interior's Standards for Rehabilitation.

2. Work to be reviewed. The following work will be reviewed according to the standards set forth above:

- i. repairs to the exterior of the designated building;
- ii. alterations to the exterior of the designated building;
- iii. new construction on the property on which the building is located;
- iv. alterations to the interior primary public spaces; and,
- v. any remaining work where the expenditures for such work are being used to satisfy the minimum expenditures for rehabilitation.

3. *Minimum expenditures for rehabilitation* means the owner or the owner's estate rehabilitates the building, with expenses for rehabilitation exceeding 20 percent of the reasonable value of the building. Fair market value means the appraised value as certified to the BAR by a real estate appraiser licensed by the State of South Carolina; the sales price as shown in a bona fide contract of sale within 12 months of the time it is submitted; or, the most recent assessed value published by the Pickens County Tax Assessor.

4. Expenditure for rehabilitation means the actual cost of rehabilitation relating to one or more of the following:

- a. Improvements located on or within the historic building as designated;
- b. Improvements outside of but directly attached to the historic building, which are necessary to make the building fully usable (such as vertical

circulation) but should not include rentable/habitable floor space attributable to new construction;

- c. Architectural and engineering services attributable to the design of the improvements; and,
- d. Costs necessary to maintain the historic character or integrity of the building.

5. The special tax assessment may apply to the following:

- i. Structure(s) rehabilitated.
- ii. Real property on which the building is located.

6. To be eligible for the special tax assessment, rehabilitation must be completed within two (2) years of the preliminary certification date. If the project is not completed after two years, but the minimum expenditure for rehabilitation has been incurred, the property continues to receive the special assessment until the project is completed, but not more than five (5) years, whichever shall occur first.

#### 7. Review Process

- a. Owners of property seeking approval of rehabilitation work must submit a rehabilitation historic property application for preliminary certification for special tax assessment with supporting documentation and an application fee as set forth in the City's fee schedule.
- b. Upon receipt of the completed application and applicable fee, the proposal shall be placed on the next available agenda of the BAR to determine if the project is consistent with the standards for rehabilitation. After the BAR makes its determination, the owner shall be notified in writing. Upon receipt of this determination, the owner may:
  - i. If the application is approved, obtain required permits and begin rehabilitation.
  - ii. If the application is not approved, the applicant may revise such application in accordance with comments provided by the BAR.
  - iii. If the application is not approved, appeal the decision to the state department of archives and history.
- c. Once preliminary certification is granted to an application, any substantive changes must be approved by the BAR. Unapproved substantive changes are conducted at the risk of the property owner and may disqualify the project from eligibility. Additional expenditure will not qualify the project for an extension on the special assessment.
- d. Upon completion of the project, the project must receive final certification to be eligible for the special assessment. The BAR and City Staff, including the building official, shall inspect completed projects to determine if the work is consistent with the approval granted by the BAR. Final certification will be granted when the completed work meets the standards and verification is made that minimum expenditures have been made. Upon receiving final certification, the property will be assessed for the remainder of the special

assessment before the reasonable value of the property at the time the preliminary certification was made, or the final certification was made, whichever occurred earlier. If the completed project does not comply with all requirements for final certification, then final certification must not be granted and any monies not collected by the county tax collector due to the special assessment must be paid to the county tax collector. The city shall notify the county tax collector if final certification is not granted.

- e. For the remainder of the special assessment period after final certification, the property owner shall notify the BAR of any additional work, other than ordinary maintenance. The BAR will review the work at a regularly scheduled hearing and determine whether the overall project is consistent with the standards for rehabilitation. If the additional work is found to be inconsistent, the property owner may withdraw his request and cancel or revise the proposed additional work.
  
- f. When the property has received final certification and has been assessed as a rehabilitated historic property, it remains so certified and must be granted the special assessment until the property becomes disqualified by any one of the following:
  - i. Written notice from the owner to the BAR and the auditor requesting removal of the preferential assessment;
  - ii. Removal of the historic designation by the City Council; or
  - iii. Rescission of the approval by the BAR because of alterations or renovations by the owner of the owner's estate, which causes the property to lose the features that made it eligible for final certification.
  
- g. The City shall, upon final certification of a property, notify the Pickens County Assessor, Auditor, and Treasurer that such property has been duly certified and is eligible for the special tax assessment.
- h. The special assessment only begins in the current or future tax years as provided for in this section. In no instance may the special assessment be applied retroactively.
- i. Once the BAR has granted the special property tax assessments authorized herein, the owner of the property shall make application to the Pickens County Auditor for the special assessment provided for herein.

**SECTION 2.** All ordinances or parts of ordinances in conflict with this ordinance, or otherwise inconsistent with its provisions, are hereby suspended to the extent necessary as to such inconsistency or conflict while this ordinance is in effect.

**SECTION 3.** This ordinance shall become effective upon and after its final passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Attested:

First Reading            10/07/2025

Second Reading        \_\_\_\_\_

\_\_\_\_\_  
Mayor Isaiah Scipio

\_\_\_\_\_  
Donna Owen, Clerk

Approved as form:

\_\_\_\_\_  
Daniel Hughes, City Attorney

State of South Carolina)

Ordinance Number 2025-13

County of Pickens)

City of Pickens)

**AN ORDINANCE TO AMEND CHAPTER 5 “BUILDING AND BUILDING REGULATIONS” OF THE CITY OF PICKENS, SOUTH CAROLINA**

**Whereas**, the City of Pickens has adopted the Bailey Bill regulations pursuant to South Carolina Code §4-9-195 and §5-21-140 pursuant to Ordinance 2025-09, providing property tax incentives to encourage the rehabilitation of historic buildings; and

**Whereas**, the City of Pickens recognizes the importance of preserving its architectural and cultural heritage through the rehabilitation of historic properties, and

**Whereas**, to effectively implement the Bailey Bill program and ensure equitable access to its tax incentives, the City must adopt a clear and consistent process for evaluating whether properties meet the criteria for historic designation and program eligibility.

**Now Therefore**, BE IT ORDAINED by the City Council of Pickens, South Carolina that:

**Section 1.** Chapter 5 of the City of Pickens Code of Ordinances is hereby amended by adding Section 5-7 entitled “Historic Site Designation” with the following, effective after the final reading, and shall continue in effect as hereafter amended.

**Chapter 5 “Buildings and Building Regulations”:**

**5.7 – Historic Site Designation**

**5.7.1 – Applicability**

Any property or structure listed on the Pickens Historic Register shall be subject to this Article.

**5.7.2. - Designation of the Pickens Historic Register.**

- A. Initiation of Designations.** Initiation of the proposed designation of Historic Sites may be made by any member of City Council, or a board or commission appointed by City Council, or an owner thereof. A request for designation shall be made on the appropriate application form provided by the city and submitted to the Board of Architectural Review for review and public hearing.
- B. Designation Criteria.** For a Historic Site to be designated for the Pickens Historic Register, the City Council must conclude that it:
  - 1. Is significant in American, South Carolina, or Pickens history, architecture, archeology, engineering, or culture; and
  - 2. Has integrity of location, design, setting, materials, or workmanship that need to be protected or preserved, and meets one or more of the following criteria:
    - a. it is associated with events that have made a significant contribution to history.
    - b. it is associated with the lives of people significant in history.

- c. it has distinctive characteristics of a type, period, or method of architecture or construction; represents the work of an expert; possesses high artistic values; or represents a significant and distinguishable entity whose components may lack individual distinction.
- d. it has yielded or is likely to yield information important in prehistory or history; or
- e. it is listed on the National Register of Historic Places.

**C. Public Notice.**

1. The Board of Architectural Review (BAR) shall give the owners of properties proposed for designation as a Historic District or as an Historic Site written notice of the hearing by the Board on the application for such designation by mail sent to the address for the property listed on the most current City of Pickens real property tax records, unless another address is known by the Board, no fewer than 15 days prior to the scheduled date of the hearing. Such notice shall state the date, time, place, and purpose of the hearing. The notice shall be considered given when placed in the U.S. Post Office at Pickens, South Carolina, with proper postage affixed.
2. In addition, one public notice sign shall be posted on each street in front of the subject property stating the date, time, place, and purpose of the public hearing. Where more than one property is proposed for designation, the Planning Director shall determine the number and location of required public notice signs.

**D. Consideration by City Council.** Within 15 days after the meeting at which a designation is considered, the Board of Architectural Review shall forward its recommendation on the designation to the City Council. The proposed designation shall not become effective unless approved by the City Council by adoption of an ordinance. At the time of designation of a Historic Site, the City Council shall determine whether the affected structure is considered a Landmark, Contributing or Non-Contributing. A Non-Contributing Landmark shall not be entitled to property tax incentives.

**E. Refiling for Designation.** If a request for designation is denied, the request may not be filed again for one year from the date of that denial unless the applicant can demonstrate to the Board of Architectural Review a substantial change in circumstances relevant to the request.

**F. Procedure for Removing Designation.** The procedure followed for removing a designation shall be the same as that for initial designation.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2025.

Attested:

First Reading                      10/07/2025

Second Reading

\_\_\_\_\_  
Mayor Isaiah Scipio

\_\_\_\_\_  
Donna Owen, Clerk

Approved as to Form:

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Daniel R. Hughes, City Attorney