



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**Tommy Dunn**  
Chairman  
Council District 5

**Ray Graham**  
Vice Chairman  
Council District 3

**Craig Wooten**  
Council District 1

**Gracie S. Floyd**  
Council District 2

**Brett Sanders**  
Council District 4

**Jimmy Davis**  
Council District 6

**M. Cindy Wilson**  
Council District 7

**Lacey A. Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**March 19, 2019 at 6:00 PM**  
**Historic Courthouse – Council Chambers – Second Floor**  
**Chairman Tommy Dunn, Presiding**

**1. CALL TO ORDER:**

**2. RESOLUTIONS**

a. **R2019-010:** A resolution to recognize and honor Tactical Medical Solution as EXIM's Exporter of the Year. All Council Members (allotted 5 minutes)

b. **R2019-011:** A resolution to recognize and honor Avery Reece as the 2018-2019 Class "4A" State Wrestling Champion. Ms. M. Cindy Wilson (allotted 5 minutes)

**3. ADJOURNMENT:**

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**March 19, 2019 at 6:30 PM**  
**Historic Courthouse – Council Chambers – Second Floor**  
**Chairman Tommy Dunn, Presiding**

**1. CALL TO ORDER:**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE:**

Mr. Jimmy Davis  
March 5, 2019

**3. APPROVAL OF MINUTES:**

**4. CITIZENS COMMENTS:** Agenda Matters only

**5. OBSERVATIONS AND COMMENTS FOR DISTRICT 2:**

Ms. Gracie S. Floyd (allotted 15 minutes)

**6. ORDINANCE THIRD READING:** none

**7. ORDINANCE SECOND READING:**

a. **2019-008:** An ordinance authorizing the execution and delivery Fee in Lieu of Tax Agreements by and between Anderson County, South Carolina and a company or companies know to the County at this time as Project Tarpon with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Source Revenue Credits. (Project Tarpon) Mr. Burriss Nelson (allotted 5 minutes)

b. **2019-009:** An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and a company or companies know to the County at this time as Project 20190114 with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Source Credits. (Project 20190114) Mr. Burriss Nelson (allotted 5 minutes)

**8. ORDINANCE FIRST READING:**

a. **2019-012:** An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Anderson County, South Carolina and a company or companies know to the County at this time as Project 20180801 with respect to certain economic development property in the County, whereby such property will be subject to certain payments in Lieu of Taxes, including the provision of certain Special Source Credits. (Project 20180801) Mr. Burriss Nelson (allotted 5 minutes)

**9. RESOLUTIONS:**

- a. **R2019-012:** A resolution authorizing the execution and delivery of an Inducement Agreement by and between Anderson County, South Carolina and Project 20180801, whereby, under certain conditions, Anderson County will execute a Fee in Lieu of Tax and Special Source Revenue Credit Agreement with respect to an Industrial Project in the County whereby the Project would be subject to payment of certain Fees in Lieu of Taxes, and whereby Project 20180801 will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure. .

Mr. Burriss Nelson (allotted 5 minutes)

- b. **R2019-013:** A resolution to approve the participation of Anderson County, South Carolina, in development of an Amicus Brief to the United States Supreme Court related to *Kinder Morgan Energy Partners, L.P. V. Upstate Forever*, Case No. 18-268. Mr. Rusty Burns (allotted 5 minutes)

**10. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE HELD MARCH 6, 2019:**

Chairman M. Cindy Wilson (allotted 15 minutes)

3. Review of Zoning Standards in relation to commercial uses and storage uses
4. Update on Affordable Housing Issues
  - a. Leadership Anderson Tiny Home Update
5. Zoning Advisory Group Update
6. Overview of Capital Improvement Plan for Fiscal Years 2021-2024
7. Discussion of constituent issues with Van Accessible Parking

**11. REPORT FROM RECYCLING/ SOLID WASTE COMMITTEE HELD MARCH 13, 2019:**

Chairman Brett Sanders (allotted 15 minutes)

3. Discussion on short-term and long-term plans for Litter Control

**12. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE HELD MARCH 15 2019:**

Chairman M. Cindy Wilson (allotted 15 minutes)

3. Recommendations regarding amendments to the Zoning Standards in relation to commercial uses and storage on residential properties
4. Traffic Study Resolution R2019-014
5. Recommendations regarding Zoning Advisory Groups
6. Overview of Capital Improvement Plan for Fiscal Years 2021-2024

**13. REPORT FROM SEWER ADHOC COMMITTEE HELD MARCH 15, 2019:**

Chairman Craig Wooten (allotted 15 minutes)

3. Sewer in Northeastern Anderson County (MOU with REWA)
4. Sewer Summer Adjustments

**14. REPORT FROM FINANCE COMMITTEE HELD MARCH 15, 2019:**

3. Request Regarding Recreational Funding Chairman Craig Wooten (allotted 15 minutes)

4. Bids
  - a. Bid # 19-030 Class 2 Aircraft Rescue & Fighting Vehicle
  - b. Bid # 19-042 Historic McCants Gym Re-roof

5. Capital
  - a. Donation of truck to the Town of Honea Path
  - b. Belton Building
  - c. Mill Town Players Sign

6. Financial Update
  - a. Review of 2018 CAFR & SEFA
  - b. Reward for Suggested Improvements to Operations
  - c. Reward for Operating Under Budget

**15. REPORT FROM PUBLIC SAFETY COMMITTEE HELD MARCH 18, 2019:**

Chairman Ray Graham (allotted 15 minutes)

3. Intergovernmental Agreement with Town of Pelzer and Anderson County Sheriff's Office
4. Discussion Concerning Small Unmanned Aircraft Safety and Privacy Issues
  - a. What is FAA responsible for?
  - b. What can the County Do?

**16. ROAD ACCEPTANCE INTO COUNTY INVENTORY:**

Upland Drive  
North Harvest Moon Way  
North Meadows Lane

**17. APPOINTMENTS:** None

**18. REQUESTS BY COUNCIL:**

All Districts (14 minutes)

Leadership Anderson Class Tiny Home Fund Foothills Community Foundation- ALL  
Westside Community Center- ALL  
Belton Alliance- D3  
Riverside Middle and Pendleton High School Archery Teams- D4  
Piedmont Crime Watch- D6

**19. Request for Endorsements:**

Mr. Rusty Burns (allotted 5 minutes)

- a. Family Promise of Anderson
- b. United Housing Connections

**20. ADMINISTRATORS REPORT:**

(allotted 2 minutes)

- a. Building and Codes
- b. Special Projects
- c. Paving Report
- d. Sheriff's Report

**21. CITIZENS COMMENTS:**

**22. REMARKS FROM COUNCIL**

**23. ADJOURNMENT:**

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event.

For assistance please contact the Clerk to Council at 864-260-1036.

## **RESOLUTION #R2019-010**

### **A RESOLUTION TO RECOGNIZE AND HONOR TACTICAL MEDICAL SOLUTIONS AS EXIM'S NEW EXPORTER OF THE YEAR; AND OTHER MATTERS THERETO.**

**Whereas**, Tactical Medical Solutions was founded in 2003 by Ross Johnson, a Special Forces medic whose experiences in the military led to the improvement of existing lifesaving medical equipment and the development of new products. The first product to be created was a SOF tactical tourniquet. It is now one of only two tourniquets approved by the Department of Defense and is presently used by the American Red Cross as a product of choice; and,

**WHEREAS**, Tactical Medical Solutions specializes in medical and triage supplies for first responders, military and law enforcement agencies. Currently over 2000 products are available to be sold locally and in 70 countries around the world making Tactical Medical Solutions a global developer and manufacturer; and,

**Whereas**, Tactical Medical Solutions is a supporter of the “Stop the Bleed” initiative and national campaign bringing awareness and encouragement to bystanders and civilians to take action in emergency situations before medical professionals can arrive. Tactical Medical Solutions works diligently to support the campaign by ensuring the necessary gear is readily available for public access; and,

**WHEREAS**, the EXIM’s annual conference was held on April 19-20, 2018 at the Shoreham Hotel in Washington, D.C...During this event the Export-Import Bank of the United States named Tactical Medical Solutions Inc. as the New Exporter of the Year.

**NOW THEREFORE, BE IT RESOLVED** that, Anderson County Council commends and honors Tactical Medical Solutions for your contributions to our business community in Anderson County. We are appreciative of your dedication and personal commitment to the citizens of Anderson County.

**RESOLVED** in meeting duly assembled this 19th day of March, 2019:

#### **FOR ANDERSON COUNTY:**

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Tommy Dunn, Chairman  
County Council

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Craig Wooten  
District One

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Gracie S. Floyd  
District Two

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Ray Graham  
District Three

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Brett Sanders  
District Four  
**ATTEST:**

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Jimmy Davis  
District Six

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M. Cindy Wilson  
District Seven

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Rusty Burns  
County Administrator

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Lacey Croegaert  
Clerk to Council

## **RESOLUTION # R2019-011**

### **A RESOLUTION TO RECOGNIZE AND HONOR AVERY REECE AS THE 2018-2019 CLASS "4A" STATE WRESTLING CHAMPION; AND OTHER MATTERS RELATED THERETO**

**Whereas**, Avery Reece, a senior at Belton Honea Path High School did compete in the State Wrestling Championships held at the Anderson Civic Center on Saturday, February, 23, 2019; and,

**Whereas**, Avery Reece competed in the 285 pound weight class, ending this wrestling season with a 28-1 record and 20 pins; and,

**Whereas**, Avery Reece defeated his opponent Jake James from Hartville earning the distinction of 2018-2019 South Carolina State Wrestling Champion; and,

**Whereas**, on Saturday, March 2, 2019 Avery Reece did compete at the 2019 North/South All -Star Wrestling Classic at Myrtle Beach, South Carolina. During the competition Avery helped the 4A/3A North All-Stars team win the 2019 Wrestling Classic; and,

**Whereas**, Avery Reece is a dual sport athlete who also plays football for the Belton Honea Path High School Bears as a tight end. Avery received offers from Alabama State, Coastal Carolina, Clemson, and Georgia State to play as an offensive lineman. On December 3, 2018, Avery made a commitment to attend Georgia State University after graduation; and,

**Now Therefore**, the Anderson County Council wishes to commend our youth who demonstrate high qualities of dedication, vision and personal commitment. We wish you great success as you represent, yourself, your family and Anderson County in your future endeavors at Georgia State University.

**RESOLVED** in meeting duly assembled this **19th** day of **March, 2019**.

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
County Council

**ATTEST:**

\_\_\_\_\_  
Ray Graham  
District Three

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M. Cindy Wilson  
District Seven

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Rusty Burns  
County Administrator

\_\_\_\_\_  
Lacey Croegaert  
Clerk to Council

State of South Carolina    )  
County   of       Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
MARCH 5, 2019

IN ATTENDANCE :  
TOMMY DUNN, CHAIRMAN  
GRACIE FLOYD  
RAY GRAHAM  
CRAIG WOOTEN  
BRETT SANDERS  
JIMMY DAVIS  
CINDY WILSON

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
LACEY CROEGAERT

1 TOMMY DUNN: At this time I'd like to  
2 call the March 5th regular Anderson County Council  
3 meeting to order. I'd like to welcome each and every  
4 one of you here, for being here tonight. At this time  
5 I'd like to ask Councilman Brett Sanders if he'd lead  
6 us in the invocation and pledge of allegiance. If  
7 we'd all rise, please.

8 **(INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS)**

9 TOMMY DUNN: At this time are there any  
10 changes or corrections to be made to the February 19th  
11 council meeting? Do we have a motion to move them  
12 forward, accept as they are?

13 CINDY WILSON: Mr. Chairman, may I make the  
14 motion that we accept the minutes as submitted?

15 RAY GRAHAM: Second that.

16 TOMMY DUNN: Ms. Wilson makes the motion,  
17 Mr. Graham seconds it. All in favor of the motion  
18 show of hands. Opposed like sign. Show the motion  
19 carries unanimously.

20 Moving on at this time, we'll go to citizens  
21 comments. As Mr. Harmon calls your name, please step  
22 to the podium and state your name and district for the  
23 record. You have three minutes. Address the chair.  
24 And this will be on -- first go-around is on items  
25 that's on the agenda. Mr. Harmon.

26 LEON HARMON: Mr. Chairman, first speaker  
27 signed up is Frank Pressly.

28 FRANK PRESSLY: Frank Pressly, District 4.  
29 Mr. Chairman, I'm speaking to Item number 6. Back in  
30 September of last year, the county council then voted  
31 to basically reduce the power of decision regarding  
32 these solid waste questions from the entire council  
33 down to the chairman himself. I'll be interested in  
34 seeing how that's handled. I think reducing the power  
35 of the council down to one is a slippery slope. But  
36 tonight we'll see how that turned out. Thank you.

37 TOMMY DUNN: Mr. Harmon.

38 LEON HARMON: Next speaker is Elizabeth  
39 Fant.

40 ELIZABETH FANT: Elizabeth Fant, District 3.  
41 I, too, am interested in Item number 6. It sounds  
42 like that our solid waste has done some good things.  
43 However, the solid waste that's everywhere along the  
44 streets and in the gullies, I think Ms. Gracie Floyd  
45 is speaking on that tonight, too, it's just  
46 unfathomable to me how there can be so much trash and  
47 not anybody held accountable for it.

48 I visited a business this week to pay a bill.  
49 I'll just tell you what it was, Broadway Water. And I  
50 went in there to pay my bill and I mentioned very



1 nicely, I said, I wish we could get somebody to pick  
2 up the trash out here. And of course, the employee,  
3 she took that and I said this is only about the third  
4 time that I have mentioned it, though. I said, you  
5 know, it does not take ten minutes for some employee  
6 to daily walk the little bit of green space that's out  
7 there and pick it up. And I actually wrote a note and  
8 left it.

9 But it's getting to be where I'm not happy anymore  
10 and not feeling nice about leaving these kind of  
11 messages because it seems like everybody else thinks  
12 it's somebody else's problem. But employees could  
13 motivate their employees to have an extra ten-minute  
14 break to go outside and pick up the trash. I know  
15 there's a restaurant in Greenville, S & S Cafeteria,  
16 that's been there probably sixty years. And you go in  
17 their restroom and hourly some employee goes in there  
18 and checks to make sure there's not trash on the  
19 floor, whatever, you know, cleanliness. That's why  
20 that restaurant has been in business for sixty years.  
21 Because they care enough for somebody to clean up.

22 It's not one person's responsibility; it's all of  
23 ours. I pick up six miles of road every week. I  
24 clean up my own trash. I recycle everything I can  
25 recycle except kitty litter. We've got to do a better  
26 job. I have ideas, real motivating ideas, if I can  
27 get the right people to listen.

28 LEON HARMON: No one else is signed up,  
29 Mr. Chairman.

30 TOMMY DUNN: Thank you, Mr. Harmon.  
31 Moving on to the next Item number 5, Presentation  
32 from Crescent Elite Shooters, Clay Dogs and Belton  
33 Bird Busters, Anderson School District 4. Mr. Brock.  
34 Mr. Brock?

35 LESTER BROCK: Mr. Chairman, ladies and  
36 gentlemen of the council, I think a couple of you know  
37 I've been doing this for quite a few years. And I  
38 just wanted to try to get it in front of the council  
39 how important the shooting sport is.

40 And at this time I'd like to recognize Melida  
41 Reeves. She is the principal of LaFrance Middle  
42 School, and she is also the head coach of the Anderson  
43 District 4 Clay Dogs.

44 MELIDA REEVES: Hi. As he said, I'm Melida  
45 Reeves. I'm the principal of LaFrance Elementary  
46 School. I apologize for my attire. It's Read Across  
47 America Week. We're celebrating Dr. Seuss, and so it  
48 was wear the best team colors today. And of course,  
49 I'm sporting my Clemson orange.

50 I am the head coach of the Anderson School



1 District 4 Clay Dogs. We currently have twenty-three  
2 members so we have seven complete squads and then one  
3 squad that's a man short at the moment.

4 This team-based youth development program uses the  
5 shotgun sports of trap, skeet and sporting clays to  
6 instill life skills such as discipline, safety, team  
7 work, ethics, self-confidence and other life values.  
8 The program utilizes these disciplines to teach  
9 hunting skills through the safe use of hunting  
10 equipment, including firearms, and the relationship to  
11 hunting situations.

12 But more importantly to me, as a principal, that  
13 students that participate in the shooting sports  
14 benefit tremendously in many other ways. It increases  
15 strength, stamina, hand-eye coordination and fine  
16 motor skills, are just a few of the physical  
17 disciplines acquires in the shooting sports that  
18 apply, not only to this sport but to all of life.  
19 Concentration levels are sharpened and expanded.  
20 Multiple problem-solving activities including logic,  
21 mathematics. My team always hears me -- they always  
22 hear me say, think about the geometry, think about the  
23 angles. And creative thinking are needed to employ to  
24 succeed at any level of the shooting sports. Personal  
25 responsibility is taught throughout the shooting  
26 sports to advance both safety and skill development.  
27 It's a co-ed sport that can be easily enjoyed by  
28 students of all skill and physical ability level. So  
29 it's very, very inclusive.

30 One huge added bonus for our students in Anderson  
31 County, both in District 3 and in District 4, is the  
32 large number of scholarships that are offered. I  
33 currently have a student that is racking in the South  
34 Carolina DNR money. She has four scholarships thus  
35 far. Hoping to earn several more before the end of  
36 the season is over. And so they have -- like last  
37 weekend at the sporting clays championship, they  
38 offered forty thousand dollars in scholarships to  
39 students. And the really nice think about DNR is they  
40 have earned scholarships and they have scholarships  
41 that they draw for. So even if you aren't the best at  
42 the sport, you still have multiple opportunities to  
43 earn scholarships.

44 So our students in both districts are greatly  
45 benefitting from this. It's growing leaps and bounds.  
46 I have more students than I can physically handle on  
47 our team. I'm sure you're having the same problems.  
48 I'll let you finish out.

49 LESTER BROCK: At this time I'd like to  
50 recognize David Nixon. He is the Assistant

1 Superintendent in the Starr-Iva School District.

2 DAVID NIXON: Thank you for allowing me to  
3 address the council on such a wonderful topic. But in  
4 Anderson 3 we are very, very proud to sponsor a  
5 shooting sports program. You know, we started  
6 researching opportunities for extracurricular  
7 activities. There's a direct correlation between  
8 student success, their fulfillment with school, their  
9 retention in school and their success in life, if  
10 they're involved in extracurricular activities.

11 It was real exciting to us -- Melida already  
12 talked to some of the scholarship opportunities and  
13 the team building opportunities and the soft skills  
14 that students can be exposed to through this program.  
15 But then in addition to that whenever you couple it  
16 with the fact that this is a sport that somebody can  
17 get involved in as early as middle school and they can  
18 continue to do for the rest of their lives. We  
19 oftentimes can't say that with a lot of sports that we  
20 offer in high school. It's very seldom that you see a  
21 forty-four year old person playing football, but it's  
22 something that I enjoy doing quite regularly is going  
23 sporting clays. And I know Mr. Brock, and there's a  
24 push within the community to try to get a facility  
25 that could expand the sport of sporting clays within  
26 this county. So I appreciate your consideration of  
27 such a venture because we're creating citizens that  
28 are going to have these skills in all of our school  
29 districts in the surrounding area and for them to  
30 bring their families back, it would certainly be a  
31 draw for Anderson County for those families to have  
32 this kind of facility to participate in, in an ever-  
33 expanding sport. Thank you.

34 LESTER BROCK: I passed out up on the  
35 podium there the list of colleges -- and this list was  
36 published in 2011 and it gives all the universities at  
37 that time that were participating in the school sport.  
38 But there's been a lot of them that have come onboard  
39 since then. And just in like in the state of South  
40 Carolina, DNR has gotten involved and we've got  
41 seventy-plus schools, private, Christian and public  
42 that is into the shooting sport in the state of South  
43 Carolina. And the schools, they have anywhere from  
44 seventeen to twenty competitions that these kids go  
45 participate in. They're all over the state of South  
46 Carolina. They're in Rock Hill, Georgetown,  
47 Orangeburg, Swansea, Camden, Clinton, Edgefield. I  
48 mean, it's all over the state.

49 And right now Crescent Elite Shooters, we have to  
50 go over to Elberton, Georgia to practice because

1     Clemson's practice field up there, they've got two  
2     skeet fields, two trap fields, they are booked solid  
3     with the students during the week. And then they've  
4     got other clubs from Walhalla and Clemson and places  
5     like that, that come in up there on the weekend. And  
6     Belton Bird Busters, you know, they've got their club  
7     and they're full. So Crescent, we have to go all the  
8     way to Elberton, Georgia to practice. And we would  
9     certainly love to have a place that we could practice  
10    right here in the county. And there's all kinds of  
11    money out there to -- for one of these facilities if  
12    we could find the right piece of property.

13       The NRA headquarters focuses on this shooting  
14    sport nationwide. They come in, they'll assign the  
15    ranges, they'll develop anything -- and furnish a lot  
16    of money for it. And plus the friends of the NRA, we  
17    do a fundraiser every year for that and that money is  
18    focused on the young people as far as furnishing them  
19    shotgun shells and stuff like that.

20       But we have -- at Crescent we have twenty shooters  
21    that are active. We have fifteen that actually  
22    compete. Some of them got started a little bit late.  
23    When we signed them up, ninety-three kids signed up to  
24    participate in the shooting sport. But because of  
25    other conflicts in sports and some of the cost of it,  
26    they -- we're down to about twenty. But the shotgun  
27    sport is growing and going wild. So I would certainly  
28    appreciate it if county council would start  
29    considering the possibility of, you know, a public  
30    shooting range here in the county somewhere.  
31    Thank y'all.

32       TOMMY DUNN:           Thank you, Mr. Brock.

33       LESTER BROCK:       By the way, those three  
34    trophies there, that's Crescent this past weekend at  
35    DNR in Edgefield. The middle school won second place,  
36    high school won first and second place.

37       TOMMY DUNN:           Congratulations. Ms.  
38    Wilson?

39       CINDY WILSON:       May I make a quick comment?  
40    Mr. Brock, I forgot to mention that when they conduct  
41    the tetrathlon at the Garrison Arena, the regional  
42    rally, it involves shooting, too. And I think they  
43    use the DNR field behind Garrison. But if the Upstate  
44    Equine Council can do anything to help y'all with  
45    that, I know our group would be glad to. And of  
46    course, the offer stands to shoot into the bank behind  
47    mama's house.

48       LESTER BROCK:       There's a lot of lead in my  
49    back twenty-seven acres where I've carried individual  
50    kids out there and started teaching them there at my

1 house. I'll be glad to answer any questions any of  
2 the council members have.

3 TOMMY DUNN: Anybody got anything? Go  
4 ahead, Mr. Graham.

5 RAY GRAHAM: Mr. Brock, I just wanted to  
6 mention, I definitely want to thank you guys for  
7 coming in tonight, especially the instructors, for all  
8 the effort y'all put into it. You know, it truly is a  
9 -- I think it's a game-changer for a lot of these  
10 youth to be involved in different activities in  
11 school. As Dr. Nixon just stated, I think it's very  
12 important that they get involved, whether it's  
13 football, baseball, soccer, you know, whatever sport  
14 is out there. This here is a sport that has continued  
15 growing, especially in Anderson County, along with  
16 fishing teams. I mean, they have tremendously grewed  
17 over the past few years. And it's bringing  
18 opportunities to these young folks that can get  
19 scholarships. But it also gives them something that,  
20 you know, they realize they've got to get up and go to  
21 school to be involved in this. And if that's what it  
22 takes to get them kids in school every day, to put  
23 more effort in their studies and to get out at the end  
24 of their school time and make something of themselves  
25 and to have a good career, I mean we definitely want  
26 to offer them opportunities like this. It's  
27 definitely been a pleasure watching the efforts grow  
28 just in my district and also across the county. And  
29 again, just want to thank you guys for all that you  
30 do.

31 LESTER BROCK: We require these kids to  
32 maintain a C average to be on the shooting team. I  
33 mean it's not just about getting out there shooting a  
34 shotgun. You know, just like Melida said, you know,  
35 we teach them life skills, too.

36 TOMMY DUNN: Appreciate y'all, what all  
37 y'all do.

38 LESTER BROCK: Thank y'all.

39 TOMMY DUNN: Moving on now to Item number  
40 6, recognition of solid waste achievements. It's with  
41 great pride the council gets to recognize and give Mr.  
42 Smith and his department and Sargent Hayes who's here  
43 tonight, the Upper Regional Group of Leadership Award  
44 presented to Anderson County Environmental Enforcement  
45 for your outstanding leadership to the cause of litter  
46 awareness, enforcement and pick-up programs in the  
47 state of South Carolina, February 21st, 2019. I just  
48 want to say we all talk about it. We know litter is  
49 bad in the county, but it's not y'all's -- y'all work  
50 diligently. Y'all's whole staff, team, really

1 appreciate what y'all do out here. I know y'all get  
2 inundated with a lot of calls from one end of the  
3 county to the other. Small staff. But we really  
4 appreciate what y'all do. Any time I've had a concern  
5 in my district y'all have always been Johnny-on-the-  
6 spot. Appreciate what all y'all do.

7 If y'all would at this time step up here and  
8 receive this. Fellow council members, if y'all would  
9 step down here.

10 **(PRESENTATION OF AWARD)**

11 TOMMY DUNN: This would be a good  
12 opportunity and time, I'd like to welcome and glad to  
13 see and congratulate Major Vaughan here tonight, new  
14 thing. We appreciate him being here and what all he  
15 does for the county. And congratulations on your new  
16 promotion.

17 Moving on now to Item number 6, recognition -- I'm  
18 sorry. Item number 7, trash in Anderson County, Ms.  
19 Floyd. Ms. Floyd?

20 GRACIE FLOYD: Well, a lot has been said  
21 already about trash in Anderson County. A lot has  
22 been said tonight about it. But I'm not concerned  
23 about just tonight. I'm concerned about the long-haul  
24 of this. I know you have seen the streets. Haven't  
25 you? You have not. Okay. For those of you who have  
26 seen it, it's terrible. This is the worst I have ever  
27 seen it. Thank you, young lady. She said that she  
28 saw it -- she's seen it. But this is the worst that I  
29 have ever seen it in forty-eight years. I don't know  
30 why it's so bad this time. I have picked up trash in  
31 my neighborhood and over on Broadway Lake and in  
32 Homeland Park when I was able to. But I'm no longer  
33 able to get down and pick up trash anymore. But my  
34 concern and my passion to clean it up is still there.

35 I'm not speaking on behalf of the county. I'm  
36 speaking on behalf of Gracie Floyd and District 2. I  
37 see some people out there that I know other than Greg  
38 and the young man with him -- I can't think of his  
39 name -- but I see some people out there that I can lay  
40 my eyes on who will pick up trash. But I don't see  
41 many. I don't see many. The thing about it that gets  
42 me is it makes the community look really bad. When  
43 people come by your house and you can have the  
44 prettiest house on the block, but if you've got a lot  
45 of trash out there in front of your house or on the  
46 side of your house that you refuse to pick up, then  
47 they say that lady's got a pretty house, but she's  
48 trashy. You have to pick it up whether you put it  
49 down or not. I've heard people say, I didn't put it  
50 there. Well, we know that. And if we could find the

1 people who put it there, we wouldn't ask you to do it.  
2 But somebody's got to do it. Somebody has to have  
3 enough community pride to go out there and pick up the  
4 trash. I admire the seniors, they walk every morning  
5 and they walk with bags so they can stop and pick up a  
6 can and put it in the bag.

7 I am working with a young man and we have some big  
8 ideas about the trash. We have even formed a  
9 committee. And this committee's prime purpose is to  
10 come up with ideas. Somebody's got some good ideas.  
11 Not maybe here in Anderson, but elsewhere, as well.

12 I received a letter from a man -- I can't remember  
13 where he was living, but he was writing us to see what  
14 we were doing about the trash. It seems like the  
15 trash in his area was so bad that he was writing us.  
16 And it's got to be pretty bad if he's writing us.  
17 I've even heard some of our people have been calling  
18 elsewhere to see what ideas they have about trash.  
19 Because it can be heartening.

20 I told you once about the family I saw on a Sunday  
21 afternoon, the mother had -- it was a mother and her  
22 four or five children, she had them up and out there  
23 cleaning up the trash on Simpson Road. She said, no,  
24 she doesn't live on Simpson Road, but the road was so  
25 nasty, she got them up, out from in front of the  
26 television and she -- I don't want to say she made  
27 them, but she suggested to them very, very strongly  
28 that they needed to be out there helping her pick up  
29 the trash. We need more people like that. But as  
30 soon as you get it cleaned up, you know what happens.  
31 They throw it right out again. There's somebody out  
32 there doing it and we need to have some names or  
33 something.

34 I spoke with Greg Smith one time and gave him an  
35 idea about how we can go ahead and help each other  
36 watch out for trash. But evidently he didn't like my  
37 idea because he just threw it -- did you throw it in  
38 the trash, Greg, or did you throw it in the street?  
39 Well, it was a good idea, and we're going to put it in  
40 effect. Not because it was mine but because it was  
41 just a good idea.

42 We are searching for more members to come. The  
43 membership does not include people who will be out  
44 there picking up the trash. That's not their concern.  
45 Their concern is to come up with ideas to help us keep  
46 -- clean it up and keep it clean.

47 We need to -- William, would you stand up, please?  
48 I want you to meet William, because he and I have  
49 already been working on this. We've had one meeting  
50 already with folks coming trying to get people to go

1 with us. And the meeting went very well. Okay. And  
2 I did follow through with Anderson University. Okay.  
3 I did follow through with Anderson University. And I  
4 think I've gotten more members. I've talked to our  
5 esteemed photographer over there, videography, Greg  
6 over there, and I've even got him bundled up in this.  
7 Because it's going to take all of us to do it. It's  
8 going to take all of us. And if you have some time to  
9 help us with the meeting -- to help us with the  
10 discussion -- like I told you, this is not for the  
11 county. This is for whatever your name is and where  
12 you live. I even had a county council person who  
13 called me wanting to get involved. And I really  
14 appreciated that. That doesn't happen every day and  
15 Sunday to me, but anyway this person called and said  
16 that this person would like to get involved in what  
17 we're doing because this person believed in what we  
18 were doing here.

19 So that's my empowered take on what's going on in  
20 Anderson. I can't just sit here and watch it. I  
21 can't just sit here and watch it. I can't watch the  
22 Coca-Cola cup, the McDonald's cup, the chicken thing,  
23 the chicken trash. I just cannot do it and act like I  
24 live here in Anderson. I'm not a trashy person. And  
25 it bothers me about these people who are making me  
26 live like I'm a trashy person.

27 So if you have any ideas, please get in touch with  
28 me. Mr. Burns, is our TV station working?

29 RUSTY BURNS: Yes, ma'am.

30 GRACIE FLOYD: Are we recording tonight?

31 RUSTY BURNS: We've recorded parts of  
32 tonight, yes, ma'am.

33 GRACIE FLOYD: I mean the important parts  
34 of tonight?

35 RUSTY BURNS: Yes, ma'am.

36 GRACIE FLOYD: Are we recording now?

37 RUSTY BURNS: No, ma'am.

38 GRACIE FLOYD: Why not?

39 RUSTY BURNS: (Inaudible.)

40 GRACIE FLOYD: I understand that, Mr.

41 Burns, and I thank you. But Mr. Burns, this is a  
42 presentation, too. Since we can't reach the people at  
43 home, reach them at church, please. Talk about it in  
44 your church. We need people to help us keep Anderson  
45 clean. There's more about living in Anderson than  
46 whatever else we're doing, that we can find time to  
47 do. Please. Thank you.

48 TOMMY DUNN: Moving on to Item number  
49 8(a), third reading, 2019-005, an ordinance amending  
50 the zoning map to rezone plus or minus 108.61 acres



1 from PD, Planned Development, to PD Amendment at 2729  
2 Highway 29 North and Cox Road, in District 7. Third  
3 reading. Do we have a motion to move this forward?  
4 CINDY WILSON: So moved.  
5 TOMMY DUNN: Motion Ms. Wilson. Do we  
6 have a second?  
7 CRAIG WOOTEN: Second.  
8 TOMMY DUNN: Second Mr. Wooten. Any  
9 discussion?  
10 CINDY WILSON: May I very quickly?  
11 TOMMY DUNN: Ms. Wilson.  
12 CINDY WILSON: I'll involve Dr. Parkey and  
13 our planning staff, but we will be planning a meeting  
14 with the development, Mr. Herman, and the landowners  
15 out there and hopefully we'll get it working very  
16 nicely for the community. It's much higher density  
17 than should have ever been allowed. But he has a wide  
18 open slate to create something really nice for the  
19 community and make a good profit for himself, as well.  
20 So we're going to try to get everyone together in the  
21 next few weeks. Thank you.  
22 TOMMY DUNN: Thank you, Ms. Wilson.  
23 Anymore discussion? All in favor of the motion show  
24 of hands. Opposed like sign. Show the motion carries  
25 unanimously.  
26 Moving on to Item number 9(a), ordinance second  
27 reading, 2019-006, ordinance to amend the agreement  
28 for the development of a joint county industrial  
29 business park, 2010 park, Anderson and Greenville  
30 Counties, so as to enlarge the park, Project Pak.  
31 Mr. Nelson, do you have anything?  
32 BURRIS NELSON: Mr. Chairman, this is --  
33 we've already had first reading on this. Project Pak  
34 is a yet unannounced project in Greenville County.  
35 And Greenville County Council has simply requested  
36 Anderson County Council to include it in the joint  
37 multi-county park agreement that we have. And  
38 Greenville County sends its thanks for our assistance  
39 in this project and they look forward to assisting us  
40 with our next project. But that's all, sir. Thank  
41 you.  
42 TOMMY DUNN: Do we have a motion to move  
43 this forward? Motion Ms. Wilson. Do we have a  
44 second? Second Mr. Graham. Any discussion? Hearing  
45 none, all in favor of the motion show of hands.  
46 Opposed like sign. Show the motion carries  
47 unanimously.  
48 Moving on to Item number 10(a), 2019-008,  
49 ordinance first reading. An ordinance authorizing the  
50 execution and delivery of Fee in Lieu of Tax Agreement

1 by and between Anderson County, South Carolina and  
2 company or companies known to the county at this time  
3 as Project Tarpon with respect to certain economic  
4 development property in the county, whereby such  
5 property will be subject to certain payments in lieu  
6 of taxes, including the provision of certain special  
7 source revenue credits. Mr. Nelson?

8 BURRIS NELSON: Mr. Chairman, members of  
9 council, thank you for this opportunity to present  
10 Project Tarpon. This is another solar project much  
11 like the one we had earlier -- well, really, last  
12 year. There are three parcels of property that are  
13 being considered scattered around the county. There  
14 are actually some photos in your packet that show each  
15 individual location. And the current property taxes  
16 being paid on these three -- each one is about twenty-  
17 five to thirty acres. The current property tax that's  
18 being paid on this, this year, six hundred and sixty-  
19 eight dollars, six hundred and sixty-eight dollars.  
20 And after the solar projects are up and running, the  
21 projected property taxes for 2021 will be twenty-nine  
22 thousand and forty-three dollars.

23 And this is an opportunity for landowners to  
24 preserve their property long term for their families  
25 and to be able to offset the cost of property tax on  
26 their properties.

27 Over thirty years this project will bring close to  
28 eight hundred -- a little over eight hundred thousand  
29 dollars in total property tax. There are, of course,  
30 no jobs created from this, but it also presents no  
31 pollution, there's no odors, smells of any kind, and  
32 there's no traffic. So for the county it is an  
33 opportunity for improvement in the tax income on what  
34 is basically agricultural properties. They're really  
35 being turned into manufacturing, 10.5% assessment  
36 ratios, and quite a bit of tax income comes out of  
37 that. And there's no impact on the community; no  
38 traffic, no additions to schools or any of those  
39 things. Just income to the county.

40 That comes to you as a recommendation from our  
41 staff and from the Economic Development Advisory  
42 Board. We would appreciate your consideration. Thank  
43 you, sir.

44 TOMMY DUNN: Do we have a motion to put  
45 this on the floor?

46 CINDY WILSON: So moved.

47 TOMMY DUNN: Motion Ms. Wilson. Have a  
48 second?

49 BRETT SANDERS: Second.

50 TOMMY DUNN: Second Mr. Sanders. Now

1 discussion. Anybody have any questions or comments  
2 from Mr. Nelson or anything?

3 CINDY WILSON: Quick question I forgot to  
4 ask you a while ago. Do they get any special source  
5 credits, infrastructure credits for this?

6 BURRIS NELSON: It is an SSRC.

7 CINDY WILSON: How long? Is it just for  
8 one year?

9 BURRIS NELSON: It's thirty years. The  
10 entire length of the -- and it's a set tax amount.  
11 It's about a forty percent -- it's about a sixty  
12 percent SSRC over the period of time.

13 TOMMY DUNN: Anyone else? All in favor  
14 of the motion show of hands. Opposed like sign. Show  
15 the motion carries unanimously.

16 Moving on to 10(b), 2019-009, an ordinance  
17 authorizing the execution and delivery of a Fee in  
18 Lieu of Tax Agreement by and between Anderson County,  
19 South Carolina and a company or companies known to the  
20 County at this time as Project 20190114 with respect  
21 to certain economic development property in the  
22 county, whereby such property will be subject to  
23 certain payments in lieu of taxes, including the  
24 provision of certain special source credit.

25 Mr. Nelson?

26 BURRIS NELSON: Mr. Chairman, members of  
27 council, I appreciate the opportunity to discuss this  
28 with you. This is really an amazing opportunity for  
29 Anderson County, a never-before opportunity we've been  
30 presented with. A development company, highly  
31 respected, nationally know, has approached us about  
32 the development of a property where they will build  
33 speculative industrial buildings. Their first  
34 building they're considering is somewhere over two  
35 hundred thousand square feet, and give us the  
36 opportunity to have jobs creation there. But the  
37 county doesn't have to buy land. We don't have to be  
38 involved in building the building. All we're doing is  
39 providing some tax incentives to offset the costs of  
40 their infrastructure. Sewer and water costs for the  
41 particular project is ranging somewhere close to eight  
42 hundred and fifty thousand. So by reducing property  
43 tax the first four years by about eighty-five percent,  
44 an SSRC of about eighty-five percent, not to exceed  
45 two hundred and five thousand a year. We'll offset  
46 that total property infrastructure cost over the first  
47 four years. And then for the following years a  
48 thirty-five percent SSRC.

49 However, that particular property that they're  
50 looking at currently last year paid a hundred and

1 eleven dollars in property tax. And the potential for  
2 2021, even with the discounted property tax, is  
3 twenty-one thousand. With a total over the thirty  
4 year period, without any industry going in, just the  
5 building and land sitting there, would bring in four  
6 million -- 4.19 million dollars into Anderson County's  
7 coffers. This comes as a recommendation to council  
8 from the staff and from the Economic Development  
9 Advisory Board.

10 TOMMY DUNN: Do we have a motion to put  
11 this on the floor?

12 JIMMY DAVIS: So moved.

13 CINDY WILSON: Second.

14 TOMMY DUNN: Motion Mr. Davis, second Mr.  
15 Graham. Any questions or comments for Mr. Nelson.

16 GRACIE FLOYD: I do.

17 TOMMY DUNN: Ms. Floyd.

18 GRACIE FLOYD: Mr. Nelson, ---

19 BURRIS NELSON: Yes, ma'am.

20 GRACIE FLOYD: --- I know we talked  
21 extensively on the telephone today about this whole  
22 thing. But the thing that really bothers me is that I  
23 understood you. You explained it very well. Can you  
24 hear me?

25 BURRIS NELSON: No, ma'am.

26 GRACIE FLOYD: Okay. I said the thing  
27 about the whole thing is that I understand it. You  
28 explained it very well.

29 BURRIS NELSON: Thank you.

30 GRACIE FLOYD: And I have -- the only  
31 problems I have is that I'm sitting here looking at  
32 our audience, people who got out in this freezing  
33 weather tonight to come and hear us, and I'm looking  
34 in their faces, and they don't know what you're  
35 talking about. Isn't that terrible that you -- I  
36 didn't know either until you called me and explained  
37 it to me. But who's going to explain it to them? So  
38 why don't you just go over it quickly and explain to  
39 them in laymen's terms. That's every day, anybody  
40 terms. We all sit up here just like we know just what  
41 we're talking about, but we don't. We don't. And so  
42 we might as well tell the truth about it. Sometimes  
43 we need to be explain it too, but we will never say  
44 it. Would you please explain it ---

45 BURRIS NELSON: Yes, ma'am.

46 GRACIE FLOYD: --- to our audience.

47 BURRIS NELSON: I'm happy to.

48 GRACIE FLOYD: Thank you.

49 BURRIS NELSON: Mr. Chairman, members of  
50 council and audience, a development company has come

1 to us and offered to spend thirteen million dollars in  
2 Anderson County buying land to build a spec building,  
3 a speculative building that would be available to  
4 industries of all kinds and to warehouse and  
5 distribution companies, as well. A huge expense, and  
6 the county doesn't have to pay anything.

7 If you'll remember, we bought land out at Exit 27  
8 in preparation for an industrial park opportunity and  
9 we were going to build a spec building. But the  
10 county was having to fund all of that. And we went to  
11 the bond market and borrowed money to buy that land.  
12 Fortunately -- and we were going to go into a contract  
13 agreement to borrow money to build the spec building.  
14 Fortunately, we had a company that came along and  
15 bought the land from us right before we were starting  
16 to begin the construction process, and so we didn't  
17 have to have money invested in the land. And we  
18 didn't have to have money invested in a spec building.

19 Well, after that we bought two hundred and twenty  
20 acres on Clemson Boulevard and spent four million  
21 dollars buying the land to build our own industrial  
22 park because we didn't have any developers that were  
23 coming to us and willing to do what this company is  
24 willing to do. And we were preparing then to build  
25 spec buildings. And we had Arthrex, fortunately came  
26 along, and bought the whole thing from us. Made us  
27 whole. They even paid our engineering fees that we  
28 had already expended. So we wound up with no money  
29 invested in that and a great company that came in.

30 But regardless of that we would have still been on  
31 the hook for the four million dollars and the  
32 construction of the building. Here's a company who's  
33 come to us with their own money willing to buy the  
34 land, willing to build a spec building, willing to do  
35 all the things that would have cost money out of our  
36 pocket and cost taxpayers not only that money borrowed  
37 but the interest on that borrowed money, as well.

38 That's why I say it's a great and amazing  
39 opportunity to get development and a building in  
40 Anderson. We don't have any empty buildings at all.  
41 We're devoid of opportunities for companies to come  
42 here. And empty space -- Mr. Burns and I have been  
43 doing this for -- Rusty has been doing it for more  
44 than thirty years. I've been doing it for thirty  
45 years. You've got an empty building that's a decent  
46 building, companies will come. And this is an  
47 opportunity to get companies to come and it's nothing  
48 out of our pocket.

49 GRACIE FLOYD: Well done.

50 BURRISS NELSON: Thank you.

1 TOMMY DUNN: Any more discussion? All in  
2 favor of the motion show of hands. Show the motion  
3 carries unanimously. Thank you, Mr. Nelson.

4 BURRIS NELSON: Yes, sir. Thank you.

5 TOMMY DUNN: Moving on to Item number  
6 10(c), 2019-011, an ordinance to amend the Code of  
7 Ordinances of Anderson County, South Carolina by  
8 adding Article IX, Chapter 42 Titled Small Unmanned  
9 Aircraft. Ms. Wilson.

10 CINDY WILSON: Thank you, Mr. Chairman.

11 This is ---

12 TOMMY DUNN: This is title only. I'm  
13 sorry. Go ahead.

14 CINDY WILSON: This is, yes, in title only.  
15 This is a work in progress. This has come about  
16 because of nighttime drone activity in the Cheddar,  
17 Whitefield, Hammond and Hopewell communities. It's a  
18 major airway between Atlanta and GSP, our airport,  
19 Downtown Greenville Airport, and Donaldson Center.  
20 There are also other concerns involving one of our  
21 crime watch people over in the Cheddar Community is  
22 convinced that at least one of the drones she's  
23 observed is lookout involving criminal activity; some  
24 of the break-ins, some of the drug trafficking.

25 The worst part is the interference with air  
26 traffic. The pilots tell me that they cannot see the  
27 lights on these drones at night because the lights are  
28 on the bottom. The other element to this is that  
29 they're flying in really low over private properties  
30 and homes. They've stampeded horses out at our farm.  
31 They've awakened my mother at three in the morning  
32 with lights shining in her window, my window across  
33 the hill. If you want to get one minor amusement from  
34 it, I was talking with a neighbor the other day and  
35 asked if she had seen them. And she got real quiet.  
36 And then she burst out and said, I'm calling my  
37 husband. She said, I like to go to the hot tub naked  
38 at night. So I'm telling you these things come flying  
39 over very low. There have been a lot of people seeing  
40 them. So it's a matter of voyeurism, trespass,  
41 invasion of privacy. But the worst element is the  
42 interference with air traffic. The medical helicopter  
43 comes over. One of our neighbors saw what he thought  
44 was a close call one night.

45 So I've asked Mr. Harmon to work with us to come  
46 up with an amendment to provide some enforcement  
47 measures. For example, out at our airport, we've been  
48 informed that there's a five mile radius that these  
49 drones have GPS features build into them so that  
50 they're disabled if they're within that five mile

1 corridor. But all that we're experiencing is probably  
2 about maybe ten miles from the airport. So there's  
3 not that feature. I've called the FFA numerous times.  
4 They are obviously not enforcing their own rules and  
5 regulations. I've spoken with our sheriff's  
6 department. We have people on the ground looking for  
7 some of the drug activity that may be connected to  
8 this. But they don't have a drone. I've spoken with  
9 the DEA representative. They don't have a drone up  
10 here. It appears to be these three areas of concern  
11 that are problematic.

12 And so I'm requesting that if y'all will do this  
13 in title only tonight, we should have a measure  
14 crafted for a public hearing and public notice so that  
15 we can try to do something about this. It will  
16 involve requiring drones in the county to register  
17 with the FAA and perhaps dually with the sheriff's  
18 department and the airport. And also no flying at  
19 night because what we're observing is strictly at  
20 night. It should not interfere with any daytime  
21 legal, lawful activity; perhaps surveying or aerial  
22 photographing, and then that there would have to be a  
23 pre-clearance to fly at night. And put some  
24 consequences into the measure.

25 This is my request of my fellow council members  
26 and to get the conversation going and get something  
27 done to make things safer. Thank you.

28 TOMMY DUNN: Ms. Wilson, I, too, have  
29 talked to some folks because this come up as an issue.  
30 If it's this council's pleasure to pass first reading  
31 tonight, that's one thing. But my observation would  
32 be this needs to go to a committee. This is a very  
33 complex issue.

34 Number one, if you remember back and I've talked  
35 to some this week, whatever we get crafted, we need to  
36 have input with the magistrates to make sure they're  
37 going to enforce something that we come up with. It  
38 would behoove us if we come up with an ordinance and  
39 they're not -- saying it's not airtight or won't -- we  
40 done this on the puppy mill thing, you know, to bring  
41 them on it. I'd like to talk to the sheriff. I've  
42 had some conversation with him about his thoughts and  
43 ideas and his men and everything. I think we need to  
44 find out exactly, because you know this is regulated  
45 through the FFA, find out what we can legally do and  
46 what we can't do. And also I'd like to get public  
47 input. Not just on a council meeting night. I want  
48 to go out in my district and have a meeting and see  
49 what people's thoughts are on this. There are  
50 businesses that does this. I don't know about



1     nighttime or whatnot. I can understand the problem,  
2     but like I said, this is something that I don't think  
3     is going to be done -- I hope it moves quicker than  
4     what I always say government does. But I don't think  
5     it's going to be something -- like I said, it's a  
6     pretty complex issue. And that's my thoughts. I'll  
7     open the floor up for anyone else.

8             GRACIE FLOYD:     Mr. Chair?  
9             TOMMY DUNN:        Ms. Floyd.

10            GRACIE FLOYD:     That's how I feel about it,  
11     too. This thing is not new and we're reading what's  
12     been happening all over the state. There's some  
13     ordinances that are coming out because of this. There  
14     are some of the counties that are trying to improve  
15     it. But I think it would be better done if we give it  
16     some time and let it be written and let's go through  
17     the process rather than just sitting up here and just  
18     doing this ourselves when we don't know all of the  
19     ramifications about it. We don't know what's already  
20     in the making about it. Because I haven't heard  
21     anything since -- Mr. Chairman?

22            TOMMY DUNN:        Yes, ma'am.

23            GRACIE FLOYD:     We're going to have a snow  
24     storm. The sun is going to get to eighty-six degrees  
25     tomorrow because I'm going to agree with you.

26            TOMMY DUNN:        Well, it's not the first  
27     time. Mr. Sanders?

28            BRETT SANDERS:     I agree with you and Ms.  
29     Floyd, as well. I understand the need for it, but I  
30     mean we have federal regulations in place, state  
31     regulations in place. We have people that use them in  
32     businesses. I know that the county event they had out  
33     at the amphitheater, y'all had a drone, I guess it was  
34     the county's, it was on the county website flying over  
35     filming everything. I just think we need to, like you  
36     say, go before a committee and try to determine how  
37     we're going to enforce it; the manpower, the money,  
38     and make sure it doesn't conflict with any federal or  
39     state regulations in place now.

40            TOMMY DUNN:        You're good. Mr. Davis, did  
41     you have anything? I didn't see you down there.

42            JIMMY DAVIS:       Not at this time, Mr.  
43     Chairman.

44            TOMMY DUNN:        Okay. Mr. Wooten?  
45            CRAIG WOOTEN:       No.

46            TOMMY DUNN:        Mr. Graham?  
47            RAY GRAHAM:         Basically the same thing. I  
48     guess my biggest concern is some of the businesses  
49     that does conduct this as part of their daily  
50     business. You know, we definitely don't want to be

1 regulating those. I understand Ms. Wilson's concern  
2 at night, and that's really a completely different  
3 bear as far as the regulations and what's controlling  
4 that.

5 My other concern, you know, knowing the sheriff's  
6 department, knowing our law enforcement, they're  
7 already stretched thin and for them to basically start  
8 having to police drones, as well, you know, we can't  
9 just ignore the issue, but I think we definitely need  
10 to do our homework and ensure what we're putting in  
11 place is what's best for Anderson County. I would  
12 hope that we would pause and truly maybe put a  
13 committee together and do some research. I think one  
14 of the other fellow council members had mentioned  
15 getting the public involved. I would definitely like  
16 to see some of the business owners that utilize that  
17 in their business be involved in that committee, as  
18 well. And you know, possibly check with the  
19 Association of Counties and some of the other avenues  
20 that could possibly -- you know, what other issues  
21 throughout the state are we having and what can do --  
22 you know, what's already been corrected. I mean,  
23 there's no point in reinventing the wheel on it.

24 CINDY WILSON: Mr. Chairman?

25 TOMMY DUNN: Ms. Wilson.

26 CINDY WILSON: As I pointed out, this is in  
27 title only to get the ball rolling, to get the  
28 conversations, the discussions. Mr. Harmon has  
29 already done a lot of homework. And one of the FAA  
30 representatives I spoke with, for example, moved here  
31 from Florida, and he said they're having terrible  
32 problems down there with the drones connected to drug  
33 smuggling and other criminal activities. So I pointed  
34 out to you the three areas that -- of concern that are  
35 out in those communities. And I'm sure if someone  
36 goes out at night they'll probably see them up there,  
37 too. Because they're probably all over. This does  
38 not deal with someone's toy drone. It does not deal  
39 with daytime legitimate uses. This is nighttime.  
40 Probably nefarious activities. I know this FAA agent  
41 from Florida said that they were acting as lookouts in  
42 casing people's properties. And if you think about  
43 it, they're not very noisy. I've had one go right  
44 over my head within ten, twenty feet numerous times.  
45 I thought at one point someone was loading the  
46 lawnmower behind me. Another time -- it's kind of a  
47 beehive sound.

48 But we need to do something because I'm telling  
49 you if someone gets killed with our medical helicopter  
50 or one of these small lower flying planes, these

1 things go up much higher than a thousand feet in some  
2 places.

3 This is strictly to get the conversation going,  
4 get the ball rolling, and hopefully come up with  
5 something that is workable. We don't have an end  
6 product right now. We just have something started.  
7 Thank you.

8 TOMMY DUNN: Thank you, Ms. Wilson. In  
9 the spirit of getting it started, getting the ball  
10 rolling, I make a motion to amend your motion to put  
11 this in the Public Safety Committee and report back to  
12 council next meeting with something. Put that in the  
13 form of a motion. Ms. Wilson seconds it. Now is  
14 there any discussion?

15 GRACIE FLOYD: Yes.

16 TOMMY DUNN: Ms. Floyd.

17 GRACIE FLOYD: Also, as we put that in the  
18 Public Relations Committee, I'd like to have more  
19 information than just -- than hearsay of what was  
20 said. I want to see it in writing. I'd like to have  
21 some concrete information from these particular  
22 entities that she mentioned that she talked to. I  
23 want to see it myself in writing. I think because  
24 we'll be able to manage it better with the people.  
25 Because all the time -- you might not hear or  
26 understand what I said and you might hear something  
27 completely different. But if we have it in writing  
28 everybody will be on the same page and everybody will  
29 understand the same thing.

30 TOMMY DUNN: Thank you.

31 RAY GRAHAM: Mr. Chairman?

32 TOMMY DUNN: Mr. Graham.

33 RAY GRAHAM: With Ms. Floyd's request,  
34 public safety, if we meet on this what we can do is  
35 basically give a report back with the documentation on  
36 the different information that we do gather. As far  
37 as what Ms. Wilson has already gathered and spent time  
38 on and what the other members can bring forth and  
39 share that with all council. That way we can truly  
40 make I guess more of an education opinion as far as  
41 what direction we need to go.

42 TOMMY DUNN: And keep in mind, all  
43 council members are encouraged to come to these  
44 committee meetings. Any more discussion?

45 GRACIE FLOYD: Well, Mr. Chairman, I  
46 understood what you said about all council members can  
47 come into committee meetings. But that's not the  
48 point.

49 TOMMY DUNN: I got you. I just ---

50 GRACIE FLOYD: But the point is these

1 people can't get off of their work, off their jobs to  
2 come to a committee meeting.

3 TOMMY DUNN: Yes, ma'am.

4 GRACIE FLOYD: So the information we get  
5 from them has got to be factual. It's got to be  
6 documented. And it's got to be said by someone who is  
7 somebody.

8 TOMMY DUNN: I'm not disputing that.

9 GRACIE FLOYD: Yeah.

10 TOMMY DUNN: All in favor of the motion  
11 show of hands. Now, all in favor of the main motion  
12 show of hands. That was amendment to the motion. So  
13 we've got to vote for the main thing to tie it in.  
14 Are you voting one way or the other?

15 GRACIE FLOYD: Well, the main motion was  
16 for us to go ahead and do it in title.

17 TOMMY DUNN: Yeah, but my amendment was  
18 to do it -- before we do first reading put it in  
19 committee. So we've got to -- that was the amendment.

20 GRACIE FLOYD: So now we're voting on two  
21 ---

22 TOMMY DUNN: Both of them together. Got  
23 to vote on both of them together.

24 GRACIE FLOYD: But we're not going to pass  
25 in name only, are we?

26 TOMMY DUNN: No, ma'am.

27 GRACIE FLOYD: Okay. Good. Because I want  
28 ---

29 TOMMY DUNN: It goes to committee first.

30 GRACIE FLOYD: Okay. Good. I voted for  
31 that one.

32 TOMMY DUNN: Okay. Show the record ---

33 CINDY WILSON: Thank you, Mr. Chairman.  
34 And thank you fellow council members.

35 TOMMY DUNN: Thank you, Ms. Wilson.

36 Moving on now to Item number 11(a), R2019-008.  
37 This is 11(a) resolutions. A resolution inducing and  
38 identifying a proposed investment under code name of  
39 Project Tarpon. Do we have a motion to move this  
40 forward? Motion Ms. Wilson. Have a second?

41 BRETT SANDERS: Second.

42 TOMMY DUNN: Second by Mr. Sanders. Do  
43 we have any discussion? All in favor of the motion  
44 show of hands. All opposed like sign. Show the  
45 motion carries unanimously.

46 Now moving on to 11(b), R2019-009, a resolution  
47 authorizing the execution and delivery of an  
48 Inducement Agreement by and between Anderson County,  
49 South Carolina and Project 20190114, whereby under  
50 certain conditions Anderson County will execute a Fee

1 in Lieu of Tax and Special Source Credit Agreement  
2 with respect to an industrial project in the county  
3 whereby the project would be the subject of payment of  
4 certain fees in lieu of taxes, and whereby Project  
5 20190114 will be provided certain credits against fee  
6 payments in reimbursement of investment in related  
7 qualified infrastructure. This is the same thing that  
8 Mr. -- legal things that Mr. Nelson -- we just voted  
9 on a few minutes ago. We put that in the form of a  
10 motion?

11 CINDY WILSON: Second.

12 TOMMY DUNN: Motion Mr. Davis, second Ms.  
13 Wilson. Now are there any discussion?

14 GRACIE FLOYD: Is this the one you  
15 explained ---

16 TOMMY DUNN: Yes, ma'am. Yes, ma'am.  
17 Anymore discussion? All in favor of the motion show  
18 of hands. All opposed. All in favor.

19 Moving on to Item number 12, report from the TTI  
20 Committee held February 22, 2019. General discussion  
21 of TTI property development. Chairman Sanders.

22 BRETT SANDERS: Yes, sir, Mr. Chairman,  
23 members of council. From our meeting on the 22nd,  
24 county employees, along with GMC Engineering, we sat  
25 down to discuss the best land use and placement of the  
26 shop building. Prior to that we had looked at several  
27 different plans and layouts and we chose the design  
28 concept to leave the front area -- and I don't want to  
29 say leave it green, but for long term purposes not  
30 develop the front area on 28 and leave it for future  
31 development or whatever the county needs it for. This  
32 decision that we made will help Mr. Davis with his  
33 shop committee with their plans for a shop building.  
34 That's pretty much what happened.

35 TOMMY DUNN: Thank you. Appreciate the  
36 report. Does anybody have any questions or  
37 discussion, comments, for Chairman Sanders? Thank  
38 you. Appreciate it.

39 Moving on now to report from the Shop Committee  
40 held February 28, 2019, Chairman Davis. Chairman  
41 Davis?

42 JIMMY DAVIS: Thank you, Mr. Chairman,  
43 fellow members of council. The committee is in charge  
44 of the design and planning for the new shop  
45 maintenance facility for county fleet vehicles,  
46 February 28th. And after Mr. Sanders and his  
47 committee met to basically give us the orientation of  
48 the building for the property for the maintenance  
49 facility that we're planning on building, we met with  
50 Mr. Stone and Mr. Hopkins and the rest of the staff to

1 discuss planning of this facility.

2 This facility, which is long overdue because we  
3 have multiple facilities in the county right now, many  
4 of which have quite a number of years of age on them,  
5 one of which is there at the airport, which is really  
6 where it should be anyway, with the flight paths. So  
7 we're looking forward to getting everything and  
8 building some efficiency for the county in concerns of  
9 fleet maintenance needs for repairs on county  
10 vehicles.

11 So basically all that was discussed was design  
12 questions and just how we go forward. We're looking  
13 forward to getting back some budget numbers from the  
14 design engineers and some construction plans. There  
15 were no decisions made.

16 TOMMY DUNN: Thank you, Chairman Davis.  
17 Appreciate it. Anybody have any questions or  
18 comments, discussions with Mr. Davis and his  
19 committee?

20 GRACIE FLOYD: Mr. Chair, can we take a  
21 five minute break, please?

22 TOMMY DUNN: Yes, ma'am. We'll take a  
23 five minute break with no objections.

24 **(OFF THE RECORD FOR BREAK)**

25 TOMMY DUNN: We're going to get started.  
26 At this time I call the meeting back to order.

27 We're going to move on to Item number 14,  
28 appointments. Mr. Sanders?

29 BRETT SANDERS: Yes, sir, Mr. Chairman. I  
30 would like to appointment William Moore for a vacant  
31 seat on the Board of Assessment Appeals.

32 TOMMY DUNN: Put that in the form of a  
33 motion. Have a second?

34 CINDY WILSON: Second.

35 TOMMY DUNN: Second Ms. Wilson. Any  
36 discussion? All in favor of the motion show of hands.  
37 Opposed like sign. Show the motion carries  
38 unanimously.

39 Anybody else have any appointments?

40 Moving on to Item number 15. Do we have a motion  
41 to go into executive session to take legal advice  
42 regarding the Colonial Pipeline?

43 BRETT SANDERS: So moved.

44 CINDY WILSON: So moved.

45 TOMMY DUNN: Motion Ms. Wilson and second  
46 Mr. Sanders. All in favor of the motion show of  
47 hands. Opposed, abstentions. How you vote, Ms.  
48 Floyd?

49 GRACIE FLOYD: Oh, I'm sorry. Whatever.  
50 Yes.



1 TOMMY DUNN: Show the motion carries  
2 unanimously. We'll step right back here in the back.  
3 **(EXECUTIVE SESSION)**  
4 CINDY WILSON: ... received legal advice  
5 regarding the Colonial Pipeline Administrative Law  
6 Court appeal.  
7 TOMMY DUNN: We have a motion to come out  
8 of executive session. Do we have a second?  
9 BRETT SANDERS: Second.  
10 TOMMY DUNN: Second Mr. Sanders. All in  
11 favor of the motion show of hands. All opposed like  
12 sign. Show the motion carries unanimously.  
13 Do we have a motion?  
14 JIMMY DAVIS: Mr. Chairman?  
15 TOMMY DUNN: Mr. Davis.  
16 JIMMY DAVIS: I'd like to make a motion to  
17 authorize the hiring of the Koslarek Law Firm to file  
18 a motion to intervene in the Colonial Pipeline versus  
19 The South Carolina Department of Revenue before the  
20 South Carolina Administrative Law Court and to seek  
21 the participation of other upstate counties through  
22 which the Colonial Pipeline passes.  
23 TOMMY DUNN: We have a motion Mr. Davis.  
24 Have a second?  
25 BRETT SANDERS: Second.  
26 TOMMY DUNN: Second Mr. Sanders. Any  
27 discussion? All in favor of the motion show of hands.  
28 Opposed like sign. Show the motion carries  
29 unanimously.  
30 Moving on to Item number 16, requests by council  
31 members. Mr. Davis, do you have any?  
32 JIMMY DAVIS: Thank you, Mr. Chairman. I  
33 just have one. I'd like to make this in the form of a  
34 motion from District 6's rec fund, I'd like to  
35 allocate one hundred dollars to Dancing For Our  
36 Heroes. Make that in the form of a motion.  
37 TOMMY DUNN: Have a motion by Mr. Davis.  
38 Have a second?  
39 BRETT SANDERS: Second.  
40 TOMMY DUNN: Second Mr. Sanders. Any  
41 discussion? All in favor of the motion show of hands.  
42 Opposed like sign. Show the motion carries  
43 unanimously. Anything else, Mr. Davis?  
44 JIMMY DAVIS: No.  
45 TOMMY DUNN: Mr. Sanders?  
46 BRETT SANDERS: Yes, sir. I would like, if  
47 I could just to bundle ---  
48 TOMMY DUNN: You can.  
49 BRETT SANDERS: Okay. For Anderson Voices  
50 For Animals, I'd like to do one hundred; Dancing For



1 Our Heroes, Cancer Association, also one hundred; and  
2 the Pendleton Farmers Society. The Farmers Society  
3 was organized in 1815 and completed in 1928. It's a  
4 hundred and ninety-one years old and it's the oldest  
5 Farmers Hall still in operation in the nation. John  
6 C. Calhoun, Vice President, Thomas Clemson, were all  
7 members. They're having some issues with some paint  
8 and maintenance, and District 4 would like to allocate  
9 five thousand towards their maintenance.

10 TOMMY DUNN: Put that in the form of a  
11 motion?

12 BRETT SANDERS: In the form of a motion.  
13 TOMMY DUNN: Have a second?  
14 JIMMY DAVIS: Second.  
15 TOMMY DUNN: Second Mr. Davis. Any  
16 discussion? All in favor of the motion show of hands.  
17 Opposed like sign. Motion carries unanimously.  
18 Anything else, Mr. Sanders?

19 BRETT SANDERS: That's all, sir. Thank you.  
20 TOMMY DUNN: Thank you. Ms. Floyd, do  
21 you have any?

22 GRACIE FLOYD: I have one. This one did  
23 not make it in time for the ---  
24 TOMMY DUNN: Agenda?  
25 GRACIE FLOYD: Thank you. But anyway, I'm  
26 going to do it anyway. This is a recreational  
27 donation -- allocation from District 2 to Generation4.  
28 This is a request for summer recreational activities  
29 for a little kindergarten class. And they are  
30 501(c)(3). And I would like to do that in the form of  
31 a motion to allow them to have the money from District  
32 2. In fact, it's a District 2 entity, as well.  
33 And the other two, I didn't talk to either one of  
34 them, so I don't know really -- I'm just going to wait  
35 on that one. So I only have the one.

36 TOMMY DUNN: Ms. Floyd has a motion. Do  
37 we have a second?

38 CINDY WILSON: Second.  
39 TOMMY DUNN: Second Ms. Wilson. Any  
40 discussion? All in favor of Ms. Floyd's motion, show  
41 of hands. Opposed like sign. Motion carries  
42 unanimously. Anything else, Ms. Floyd? You good?

43 GRACIE FLOYD: I did say a thousand  
44 dollars; didn't I? Did I give the amount?  
45 TOMMY DUNN: Oh, she didn't say. I'm  
46 sorry. It's a thousand; is that correct, Ms. Floyd?

47 GRACIE FLOYD: One thousand dollars.  
48 TOMMY DUNN: Okay. Thousand dollars.  
49 Mr. Graham?

50 RAY GRAHAM: Nothing at this time.

1 TOMMY DUNN: Mr. Wooten?  
2 CRAIG WOOTEN: Yes, sir. Two items; I'll  
3 put them together. One hundred for Anderson Voices  
4 For Our Animals and one hundred from District 1 for  
5 Dancing For Our Heros. Put that in the form of a  
6 motion.  
7 TOMMY DUNN: Motion Mr. Wooten and second  
8 Ms. Wilson. Any discussion? All in favor of the  
9 motion show of hands. Show the motion carries.  
10 Anything else, Mr. Wooten?  
11 CRAIG WOOTEN: No, sir.  
12 TOMMY DUNN: Ms. Wilson?  
13 CINDY WILSON: District 7 is broke.  
14 TOMMY DUNN: Okay. District 5's account  
15 would like to do five hundred dollars for Anderson's  
16 Voices For Animals and one hundred for Dancing For Our  
17 Heroes. Put that in the form of a motion. Second Ms.  
18 Wilson. Any discussion? All in favor of the motion  
19 show of hands. Opposed like sign. Show the motion  
20 carries unanimously.  
21 Moving on now to Item number 17, Administrator's  
22 report.  
23 RUSTY BURNS: Nothing at this time, Mr.  
24 Chairman.  
25 TOMMY DUNN: Thank you, Mr. Burns.  
26 Now moving on to Item 18, citizens comments.  
27 Please step forward when Mr. Harmon calls your name.  
28 You have three minutes. Address the chair, state your  
29 name and district for the record. Mr. Harmon.  
30 LEON HARMON: Mr. Chairman, we have one  
31 speaker signed up. Elizabeth Fant.  
32 ELIZABETH FANT: Elizabeth Fant, District 3.  
33 One of the real things that deters people from coming  
34 through our county is the litter. Litter is in all  
35 kinds of forms. Litter is in trash on the road.  
36 Litter is in wasted people that have not used their  
37 potential. Litter is also falling-down houses.  
38 Litter is what I call -- the word I'm looking for --  
39 scum lords. People who own property and don't keep it  
40 up. And so the people who move in have a hard time  
41 dealing with that. That's a deterrent. That's a bad  
42 deterrent to our county, too. So it's not just the  
43 litter that's along the street.  
44 However, I have some very good news to talk about  
45 tonight. I'm very enthusiastic on several levels. I,  
46 like Ms. Floyd, question things that come across. I  
47 don't just accept them willy-nilly. And some things  
48 here recently that have been going on in the county,  
49 the new hotel, whatever, the money for the buildings  
50 downtown and so forth. But I mean to tell you that if

1 you're not noticing what's going on in Anderson  
2 County, you're missing it. We've got at least -- road  
3 construction is out there. There are trucks  
4 everywhere. We have an abundance of people who are  
5 moving into the community. That's why you've got all  
6 these things on the housing and developments that are  
7 brought before you. We're probably getting too fast a  
8 development in that in order to take care of the  
9 people that move in.

10 I heard the guy that's over the ITT new school  
11 that's going to be out where Lakeside used to be, and,  
12 man, that is super, super, super for our students and  
13 for our upcoming businesses. Pamela Evette, our  
14 Lieutenant Governor, spoke, and she's out listening to  
15 what people have to say and trying to get a feel for  
16 what it is we really need rather than just putting her  
17 ideas on -- enforcing on us. I also heard from Visit  
18 Anderson, which I am so proud of. Look at all the  
19 things that we're in.

20 These are not slapped-together productions. These  
21 are class act information that all kinds of people now  
22 are seeing. Our people are our biggest asset. We've  
23 all got to work together in the same direction. I am  
24 reminded by a cartoon where you have two mules and the  
25 two mules are pulling in opposite direction. Our  
26 county, if we're going to succeed, has to be pulling  
27 in the same direction.

28 LEON HARMON: Time, Mr. Chairman.

29 TOMMY DUNN: Anyone else?

30 LEON HARMON: No one else is signed up.

31 TOMMY DUNN: Thank you, Mr. Harmon.

32 Now we have remarks from council members. Ms.  
33 Wilson?

34 CINDY WILSON: Thank you, Mr. Chairman. We  
35 do have a Planning and Public Works Committee meeting  
36 tomorrow morning at 11:30. We've covering a number of  
37 items, including a review of zoning standards in  
38 relation to commercial uses and an update on one of  
39 the facets for affordable housing. And also taking up  
40 the Zoning Advisory Group update, which we've got some  
41 real concerns there. And also a discussion of van  
42 accessible parking.

43 On the 28th, Mr. Greg Smith and I met with the  
44 landfill company out at Big Creek Landfill and had a  
45 couple of the neighbors there. There were issues that  
46 had not been resolved concerning communication. At  
47 our last meeting over there in the community, we had  
48 had one of the community members to set up a website  
49 so that people -- it was kind of like a community  
50 party line, if you will. And the landfill company had

1 not taken advantage of that. Consequently, in  
2 addition to the terrible stench over there that's a  
3 fairly regular feature, there were numerous calls from  
4 different areas around the landfill about a terrible  
5 gas smell. We thought we had another gas line leak  
6 over there. Everyone was calling DHEC and Public  
7 Safety and so forth. Well, it turned out they were  
8 doing a methane gas project onsite and had failed to  
9 notify people. Consequently they had a visit from  
10 DHEC which found some issues that needed to be  
11 resolved. So now we have excellent communications  
12 with the landfill company. We have a protocol in  
13 place so that these type things won't happen in the  
14 future.

15 The other thing you have before you tonight is an  
16 update from South Carolina Department of  
17 Transportation regarding the Cherokee Road bridge over  
18 29. And it's encouraging to know that they're moving  
19 into the right-of-way acquisition stage this spring.  
20 So thank you.

21 A lot of things going on around here. It's hard  
22 to keep up. Thank you.

23 TOMMY DUNN: Thank you, Ms. Wilson. Mr.  
24 Wooten?

25 CRAIG WOOTEN: Nothing.

26 TOMMY DUNN: Thank you. Mr. Graham?

27 RAY GRAHAM: Nothing, Mr. Chairman.

28 Thank you.

29 TOMMY DUNN: Thank you. Ms. Floyd?

30 GRACIE FLOYD: Yes. I don't think I  
31 received -- Mr. Burns, I don't think I received one of  
32 whatever ---

33 TOMMY DUNN: I'll get it.

34 GRACIE FLOYD: Oh, that's what it was.

35 Okay. I have a couple of things to say. First of  
36 all, I haven't heard much being said about that -- the  
37 water, the potentially dangerous lead in Belton's  
38 drinking water. I haven't heard anything about that,  
39 especially within the news. But have y'all seen this?  
40 Some of the folks have not seen it. The one that I  
41 did hear, what I learned about it was from the  
42 newspaper, the Greenville News. Folks, if you haven't  
43 heard about that, you might want to take time and read  
44 it; okay? I have a Belton address and I have a lot of  
45 friends who live in Belton, lot of friends who live in  
46 Belton. And they did not know about it until I called  
47 them to tell them about it.

48 But it says that help for the potentially  
49 dangerous lead in Belton's drinking water is months  
50 away. It's months ---

1 MALE: Lead.

2 GRACIE FLOYD: What did I say, lead? I'm  
3 sorry. I know better than that. Help for the  
4 potentially dangerous lead in Belton's drinking water  
5 is months away. Okay. So if you're drinking that  
6 water you might need to talk to your city officials  
7 and have them tell you what's going on; okay? Or you  
8 might want to call your county council person and ask  
9 them what's going on.

10 Also, there's another one there about official --  
11 Belton Waited to Raise Alerts About Lead. How is  
12 that, William? Well, tonight is going to be lead, and  
13 you know what I'm talking about. You wish it were  
14 lead instead of the lead. Okay. Because this is bad,  
15 folks. This is bad, folks. This is going to impact a  
16 lot of people. I know it belongs to the city to do  
17 something about it, but if you don't know now, you  
18 know now. So please do what's necessary for you to  
19 protect yourself. Because as I said, we haven't heard  
20 a thing from it up here.

21 Also, we had a Valentine's Dance. How many of you  
22 were there? It was absolutely wonderful. Do you know  
23 that I received a telephone call about that today? It  
24 was a man who called me to tell me that he attended  
25 that and that it was absolutely wonderful. He said he  
26 had a good time. You ladies had a good time, too;  
27 yeah. It was really wonderful. We're going to do it  
28 again next year. So look out in your mailboxes for  
29 Anderson County District 2 Senior Lunch. Did I say  
30 something wrong again? Okay.

31 Also, Wynn Bush (phonics), stand up, please. Wynn  
32 Bush met Cory Booker and she had her name in the  
33 newspaper. Isn't that wonderful. And she spoke up,  
34 she spoke up, yeah, yeah. And Wynn Bush, I need a  
35 ride home. I'm stranded. Okay, good. And that's all  
36 I had to, that's all I had to say. Thank you. And I  
37 know the difference between l-e-a-d and l-e-a-d.

38 TOMMY DUNN: Mr. Sanders?

39 BRETT SANDERS: Nothing at this time.

40 TOMMY DUNN: Mr. Davis?

41 JIMMY DAVIS: Nothing at this time, Mr.

42 Chairman.

43 TOMMY DUNN: Thank y'all. I'd just like  
44 to thank everybody for coming out tonight and thank my  
45 fellow council members. Meeting adjourned.

46

47

(MEETING ADJOURNED AT 8:03 P.M.)

## ORDINANCE NO. 2019-008

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF FEE IN LIEU OF TAX AGREEMENTS BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT TARPON WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, a company (the “*Sponsor*”), whose identity is being withheld at Sponsor’s request until it is in a position to make a public announcement, is considering making three (3) individual investments (each a “*Project*” and collectively, “*Project Tarpon*” or “*the Projects*”) on land owned by various landlords in order to produce and supply to the public electricity by conversion of solar energy at a site in Anderson County, South Carolina; and

**WHEREAS**, Project Tarpon consists of the following Projects:

- An investment of not less than \$3,250,000 (“*Project Tarpon Solar I*”);
- An investment of not less than \$3,250,000 (“*Project Anderson Solar Farm*”)
- An investment of not less than \$3,250,000 (“*Project Sweet Grass Solar*”); and

**WHEREAS**, the Sponsor has represented that the Projects will involve an investment in each of the Projects in at least the amounts detailed above within the Investment Period (as such term is defined in the hereinafter defined Fee Agreements); and

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

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

**WHEREAS**, the County has agreed to, among other things, enter into a separate Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Sponsor for each Project (each a ***“Fee Agreement”*** and collectively, the ***“Fee Agreements”***), whereby the County would (a) provide therein for a payment of a fee-in-lieu-of taxes by the Sponsor with respect to the Project, and (b) provide for certain special source revenue credits to be claimed by the Sponsor against its payments of fees-in-lieu-of taxes with respect to the applicable FILOT Project pursuant to Section 4-1-175 of the Park Act; and

**WHEREAS**, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreements which the County proposes to execute and deliver; and

**WHEREAS**, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Sponsor, it is hereby found, determined and declared by the County Council, as follows:

(a) The Projects will each constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Projects are anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Projects, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

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

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

Section 2. The form, terms and provisions of the Fee Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreements were set out in this Ordinance in their entirety. The



Chairman of County Council or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreements in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreements to be delivered to the Sponsor and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreements are to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council or the County Administrator, upon advice of counsel, such official's execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of any Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project sites to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project sites in such Park during the term of the incentives provided for pursuant to the Inducement Agreement and the applicable Fee Agreement or subsequent ordinances or agreements.

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

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

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

[signature page follows]

**ENACTED** in meeting duly assembled this \_\_\_<sup>th</sup> day of \_\_\_\_\_ 2019.

(SEAL)

**ATTEST:**

**FOR ANDERSON COUNTY:**

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Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

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Lacey Croegaert  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading:        March 5, 2019  
Second Reading:  
Public Hearing:  
Third Reading:

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

**BETWEEN**

**TARPON SOLAR I, LLC AS SPONSOR**

**AND**

**ANDERSON COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF \_\_\_\_\_, 2019**

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## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of \_\_\_\_\_, 2019, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Tarpon Solar I, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**"), previously identified as Project Tarpon.

### WITNESSETH:

**WHEREAS**, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "**Act**") of the Code of Laws of South Carolina 1976, as amended (the "**Code**") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

**WHEREAS**, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

**WHEREAS**, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated south of Burns Bridge Road (the "**Land**") in Anderson County, South Carolina (the "**Project**");

**WHEREAS**, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$3,250,000 within the time period required under the Act ("**Project Tarpon Solar I**"), meeting the minimum investment requirement under the Act;

**WHEREAS**, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

**WHEREAS**, the County Council adopted an Inducement Resolution on \_\_\_\_\_, 2019, (the "**Resolution**"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

**WHEREAS**, the County Council adopted an ordinance on \_\_\_\_\_, 2019 (the "**Fee Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax

agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

**WHEREAS**, the Project constitutes Economic Development Property within the meaning of the Act; and

**WHEREAS**, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

**NOW, THEREFORE, AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## **ARTICLE I PROJECT OVERVIEW**

**Section 1.1. *Agreement to Waive Requirement of Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

**Section 1.2. *Rules of Construction; Defined Terms.*** In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

"Abandonment" shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

"Authorized Sponsor Representative" shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

"Chairman" shall mean the Chairman of the County Council of Anderson County, South Carolina.



“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

“County Council” shall mean the Anderson County Council, the governing body of the County.

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of \$7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Tarpon Solar I, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations of the County.*** The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations of the Sponsor, the County identified the Project, as a "project" on \_\_\_\_\_, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

**Section 2.2. Representations of the Sponsor.** The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

**Section 3.2. *Diligent Completion.*** The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

### **ARTICLE IV PAYMENTS IN LIEU OF TAXES**

**Section 4.1. *Special Source Revenue Credit.*** The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest

if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

**Section 4.2. Negotiated FILOT Payments.** Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

- Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “**Retroactive Tax Payment**”). The repayment obligations arising under this Section survives termination of this Fee Agreement.

**Section 4.3. Payments in Lieu of Taxes on Replacement Property.** If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

- (a) to the extent that the income tax basis of the Replacement Property (the “**Replacement Value**”) is less than or equal to the original income tax basis of the Removed Components (the “**Original Value**”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect



to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 4.4. *Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.***

In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

**Section 4.5. *Place and Allocation of Payments in Lieu of Taxes.*** The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

**Section 4.6. *Removal of Equipment.*** The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "**Removed Components**") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

**Section 4.7. *Damage or Destruction of Project.***

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all

purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

#### **Section 4.8. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.9. Merger of Sponsor with Related Party.** The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

#### **Section 4.10. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage

and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

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

**Section 4.11. Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Sponsor utilizes confidential and proprietary "state-of-the-art" trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor's operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information ("Confidential Information"). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County's police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 4.12. Records and Reports.** The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, "Filings").

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

**Section 4.13. *Payment of Administrative Expenses.*** The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 4.14. *Collection and Enforcement Rights of County.*** The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County's right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

**Section 4.15. *Assignment and Subletting.*** This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

**Section 4.16. *County's Estoppel Certificates for Sponsor's Financing Transactions.*** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

**Section 4.17. *Sponsor's Continuing Obligations After Termination by Sponsor.*** In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

**Section 4.18. *Events of Default.*** The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

**Section 4.19. Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

**Section 4.20. Remedies Not Exclusive.** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

**Section 4.21. Decommissioning the Project.** The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor's Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

## ARTICLE V MISCELLANEOUS

**Section 5.1. Notices.** Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:           Anderson County, South Carolina  
  Attn: Anderson County Administrator  
  101 S Main St.  
  Anderson, SC 29624

WITH COPIES TO:           Leon Harmon  
  Anderson County Attorney  
  101 S Main St.  
  Anderson, SC 29624

James K. Price  
Nexsen Pruet, LLC



55 E. Camperdown Way, Suite 400  
Greenville, SC 29601  
(864) 282-1164

AS TO THE SPONSOR: Tarpon Solar I, LLC  
c/o Southern Current, LLC  
1634 Ashley River Road  
Charleston, South Carolina 29407  
ATTENTION: Greg S. K. Ness, General Counsel  
(843) 277-2090

WITH COPIES TO: W. Ford Graham  
K&L Gates LLP  
134 Meeting Street, Suite 500  
Charleston, South Carolina 29401  
(843) 579-5600

**Section 5.2. Binding Effect.** This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 5.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 5.4. Governing Law.** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

**Section 5.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 5.6. Amendments.** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

**Section 5.7. Further Assurance.** From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 5.8. Severability.** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

**Section 5.9. Limited Obligation.** ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS

FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 5.10. *Force Majeure.*** Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

**Section 5.11. *Execution Disclaimer.*** Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

*[Signature page follows]*



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

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

ATTEST:

\_\_\_\_\_  
Lacey Croegaert, Clerk to Council  
Anderson County Council

SPONSOR:

TARPON SOLAR I, LLC

\_\_\_\_\_  
By: Paul Fleury  
Its: Manager

**Exhibit A**

**Description of Real Estate**

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 043-00-06-001-000.

**Exhibit B**

**Illustration of Special Source Revenue Credit Calculation**

**Negotiated FILOT Payment**

(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

-

**Net FILOT Payment**

(\$7,400 (as adjusted for increases in power production))

=

**The Special Source Revenue Credit**

(for the applicable year)

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

**BETWEEN**

**ANDERSON SOLAR FARM, LLC AS SPONSOR**

**AND**

**ANDERSON COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF \_\_\_\_\_, 2019**

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## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of \_\_\_\_\_, 2019, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Anderson Solar Farm, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**"), previously identified as Project Tarpon.

### WITNESSETH:

**WHEREAS**, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "**Act**") of the Code of Laws of South Carolina 1976, as amended (the "**Code**") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

**WHEREAS**, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

**WHEREAS**, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated east of Lewis Street (the "**Land**") in Anderson County, South Carolina (the "**Project**");

**WHEREAS**, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$3,250,000 within the time period required under the Act ("**Project Anderson Solar Farm**"), meeting the minimum investment requirement under the Act;

**WHEREAS**, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

**WHEREAS**, the County Council adopted an Inducement Resolution on \_\_\_\_\_, 2019, (the "**Resolution**"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

**WHEREAS**, the County Council adopted an ordinance on \_\_\_\_\_, 2019 (the "**Fee Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax



agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

**WHEREAS**, the Project constitutes Economic Development Property within the meaning of the Act; and

**WHEREAS**, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

**NOW, THEREFORE, AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## **ARTICLE I PROJECT OVERVIEW**

**Section 1.1. *Agreement to Waive Requirement of Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

**Section 1.2. *Rules of Construction; Defined Terms.*** In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

"Abandonment" shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

"Authorized Sponsor Representative" shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

"Chairman" shall mean the Chairman of the County Council of Anderson County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

“County Council” shall mean the Anderson County Council, the governing body of the County.

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.

“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of \$7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054, unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Anderson Solar Farm, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations of the County.*** The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any

incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based upon representations of the Sponsor, the County identified the Project, as a "project" on \_\_\_\_\_, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

**Section 2.2. *Representations of the Sponsor.*** The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement

and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

**Section 3.2. *Diligent Completion.*** The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

### **ARTICLE IV PAYMENTS IN LIEU OF TAXES**

**Section 4.1. *Special Source Revenue Credit.*** The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

**Section 4.2. *Negotiated FILOT Payments.*** Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance

therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

- Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the



County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter “**Retroactive Tax Payment**”). The repayment obligations arising under this Section survives termination of this Fee Agreement.

**Section 4.3. Payments in Lieu of Taxes on Replacement Property.** If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the “**Replacement Value**”) is less than or equal to the original income tax basis of the Removed Components (the “**Original Value**”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “**Excess Value**”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.** In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in

Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

**Section 4.5. *Place and Allocation of Payments in Lieu of Taxes.*** The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

**Section 4.6. *Removal of Equipment.*** The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “*Removed Components*”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

**Section 4.7. *Damage or Destruction of Project.***

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

**Section 4.8. *Condemnation.***

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat

of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.9. Merger of Sponsor with Related Party.** The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

#### **Section 4.10. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of

any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 4.11. Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 4.12. Records and Reports.** The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

**Section 4.13. Payment of Administrative Expenses.** The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

**Section 4.14. Collection and Enforcement Rights of County.** The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

**Section 4.15. Assignment and Subletting.** This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

**Section 4.16. County's Estoppel Certificates for Sponsor's Financing Transactions.** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

**Section 4.17. Sponsor's Continuing Obligations After Termination by Sponsor.** In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

**Section 4.18. Events of Default.** The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

**Section 4.19. Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

**Section 4.20. Remedies Not Exclusive.** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default

hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

**Section 4.21. Decommissioning the Project.** The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor's Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

## **ARTICLE V MISCELLANEOUS**

**Section 5.1. Notices.** Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:           Anderson County, South Carolina  
  Attn: Anderson County Administrator  
  101 S Main St.  
  Anderson, SC 29624

WITH COPIES TO:           Leon Harmon  
  Anderson County Attorney  
  101 S Main St.  
  Anderson, SC 29624

  James K. Price  
  Nexsen Pruet, LLC  
  55 E. Camperdown Way, Suite 400  
  Greenville, SC 29601  
  (864) 282-1164

AS TO THE SPONSOR:       Anderson Solar Farm, LLC  
  c/o Southern Current, LLC  
  1634 Ashley River Road  
  Charleston, South Carolina 29407  
  ATTENTION: Greg S. K. Ness, General Counsel  
  (843) 277-2090

WITH COPIES TO:           W. Ford Graham  
  K&L Gates LLP  
  134 Meeting Street, Suite 500  
  Charleston, South Carolina 29401  
  (843) 579-5600



**Section 5.2. Binding Effect.** This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 5.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 5.4. Governing Law.** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

**Section 5.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 5.6. Amendments.** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

**Section 5.7. Further Assurance.** From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 5.8. Severability.** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

**Section 5.9. Limited Obligation.** ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 5.10. Force Majeure.** Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

**Section 5.11. Execution Disclaimer.** Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

*[Signature page follows]*

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

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

ATTEST:

\_\_\_\_\_  
Lacey Croegaert, Clerk to Council  
Anderson County Council

SPONSOR:

ANDERSON SOLAR FARM, LLC

\_\_\_\_\_  
By: Paul Fleury  
Its: Manager



**Exhibit A**

**Description of Real Estate**

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 124-00-01-001.

**Exhibit B**

**Illustration of Special Source Revenue Credit Calculation**

**Negotiated FILOT Payment**

(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

-

**Net FILOT Payment**

(\$7,400 (as adjusted for increases in power production))

=

**The Special Source Revenue Credit**

(for the applicable year)

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT**

**BETWEEN**

**SWEET GRASS SOLAR, LLC AS SPONSOR**

**AND**

**ANDERSON COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF \_\_\_\_\_, 2019**

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## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("**Fee Agreement**") is entered into, effective, as of \_\_\_\_\_, 2019, between Anderson County, South Carolina ("**County**"), a body politic and corporate and a political subdivision of the State of South Carolina ("**State**"), acting through the Anderson County Council ("**County Council**") as the governing body of the County, and Sweet Grass Solar, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("**Sponsor**"), previously identified as Project Tarpon.

### WITNESSETH:

**WHEREAS**, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "**Act**") of the Code of Laws of South Carolina 1976, as amended (the "**Code**") and the Multi-County Park Act (as defined herein): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and

**WHEREAS**, the Sponsor is a wholly owned subsidiary of Southern Current, LLC, a limited liability company organized and existing under the laws of the State of Delaware;

**WHEREAS**, the Sponsor proposes to develop, install or operate, as applicable solar power generating facilities located at a leased site situated west of Belton Honea Path Highway (the "**Land**") in Anderson County, South Carolina (the "**Project**");

**WHEREAS**, the Project will involve an investment which, but for this Fee Agreement, would have a value for *ad valorem* taxation purposes, of not less than \$3,250,000 within the time period required under the Act ("**Project Sweet Grass Solar**"), meeting the minimum investment requirement under the Act;

**WHEREAS**, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

**WHEREAS**, the County Council adopted an Inducement Resolution on \_\_\_\_\_, 2019, (the "**Resolution**"), wherein the County Council, as an inducement to the Sponsor to develop the Project, committed the County to enter into, and authorized the County Administrator, County Attorney and the Executive Director of the Anderson County Economic Development Commission to negotiate with the Sponsor the terms of, this Fee Agreement;

**WHEREAS**, the County Council adopted an ordinance on \_\_\_\_\_, 2019 (the "**Fee Ordinance**"), as an inducement to the Sponsor to develop the Project and at the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax

agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

**WHEREAS**, the Project constitutes Economic Development Property within the meaning of the Act; and

**WHEREAS**, for the purposes set forth above, based solely on information provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

**NOW, THEREFORE, AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## **ARTICLE I PROJECT OVERVIEW**

**Section 1.1. *Agreement to Waive Requirement of Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties of the County for the Sponsor's noncompliance that are within the County's control.

**Section 1.2. *Rules of Construction; Defined Terms.*** In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

"Abandonment" shall mean the failure of the Company to achieve Substantial Energy Generation at the Project for a period of one year after the Project has been placed in service.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement.

"Authorized Sponsor Representative" shall mean any person designated from time to time to act on behalf on the Sponsor as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Sponsor by its Manager, its President, one of its vice presidents, its general counsel, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Sponsor Representatives to act for the Sponsor with respect to different sections of this Fee Agreement.

"Chairman" shall mean the Chairman of the County Council of Anderson County, South Carolina.

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

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

“County Administrator” shall mean the person appointed by the County Council to act as county administrator of the County at any one time during the term of this Fee Agreement, or in the event that the form of government of the County changes from that which is in place at the time of the execution of this Fee Agreement, the person who is authorized to perform the managerial and/or administrative duties presently assigned to the County Administrator.

“County Council” shall mean the Anderson County Council, the governing body of the County.

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitation of the Land, and restoration of the Land to its original state.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.2 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such equipment and fixtures become a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 4.18 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean the fee-in-lieu of taxes, which the Sponsor is obligated to pay to the County pursuant to Section 4.2 hereof.



“FILOT Payments” shall mean the payments to be made by the Sponsor pursuant to Section 4.2 hereof.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of the FILOT.

“Investment Period” shall mean the period commencing in 2019 and ending on the last day of the fifth property tax year following the earlier of the property tax year in which Economic Development Property is placed in service or the property tax year in which this Fee Agreement is executed; provided a later date may be agreed to by the Sponsor and County pursuant to Section 12-44-30(13) of the Act.

“Land” shall mean the real estate upon which the Project is to be located, as described on Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying agreement with Greenville County, dated November 16, 2010, and any amendments thereto (the “Multi County Park Agreement”).

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“Negotiated FILOT Payments” shall mean the FILOT payments due pursuant to Section 4.2 hereof with respect to that portion of the Project consisting of Economic Development Property.

“Net FILOT Payment” shall mean a total annual payment of \$7,400 for the entire term of this Fee Agreement, for those years for which a FILOT payment is due hereunder. It is anticipated that the first Net FILOT Payment due hereunder shall be the payment for property tax year 2019, due and payable to the County on or before January 15, 2020. Provided, the Net FILOT Payments shall be increased in any year in which the total power generation capacity of the Project exceeds two megawatts of AC power, in proportion to the excess. For example, and by way of example only, if the total power generation capacity of the Project as of the last day of the 2022 tax year is 125% of two megawatts of AC power, then the Net FILOT Payment for such year shall be increased by 25%. The Sponsor shall provide the County Administrator and Finance Director with report(s) (including third party reports, if applicable) not less frequently than annually, at the end of the calendar year, or any time the power generation capacity of the Project is increased, providing conclusive evidence of the then-current power generation capacity of the Project and the actual maximum power production of the Project since the last such report.

“Phase” or “Phases” in respect of the Project shall mean the Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day thirty (30) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement with an option to extend the term for a further ten (10) years in accordance with the Act. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than the later of: (a) December 31, 2054 unless an extension of time in which to complete the Project is granted by the County pursuant to Section 12-44-30(13) of the Act or (b) December 31 of the year of the expiration of the maximum period of years that the annual fee payment is available to the Sponsor under Section 12-44-30(20) of the Act, as amended.

“Project” shall mean the Structure and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Project Commitment” shall have the meaning set forth in the recitals to this Fee Agreement.

“Qualifying Infrastructure Costs” shall have the meaning set forth in Section 4.1 of this Fee Agreement.

“Real Property” shall mean the Land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component under Section 4.6 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.2 hereof and Section 12-44-60 of the Code.

“Special Source Revenue Credit” shall mean the Special Source Revenue Credit described in Section 4.1 hereof.

“Sponsor” shall mean Sweet Grass Solar, LLC, a South Carolina limited liability company duly qualified to transact business in the State of South Carolina and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

“Structure” shall mean the structures and other improvements to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Substantial Energy Generation” shall mean generation of at least 50% of energy capacity at the Project.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations of the County.*** The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any

incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the County identified the Project, as a "project" on \_\_\_\_\_, 2019, by adopting an Inducement Resolution, as defined in the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Land to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included with the boundaries of the Multi-County Park or another multi-county park in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

**Section 2.2. *Representations of the Sponsor.*** The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, install or operate, as applicable solar power generating facilities, to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and commits to achieve its Project Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement

and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor has acquired and/or installed since the Commencement Date or made plans for the acquisition and/or installation of certain Equipment on the Land which comprises the Project.

Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act.

**Section 3.2. *Diligent Completion.*** The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable.

### **ARTICLE IV PAYMENTS IN LIEU OF TAXES**

**Section 4.1. *Special Source Revenue Credit.*** The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a Special Source Revenue Credit, in reimbursement of investment in Qualifying Infrastructure Costs as described below, to be applied to its annual fee-in-lieu of taxes liability in an amount equal to the FILOT Payments due under this Fee Agreement, to be calculated as set forth in Section 4.2, minus the Net FILOT Payment. For illustration purposes, and only as a means of illustration, a formula of this calculation is shown on Exhibit B, attached hereto. In no event may the Sponsor's aggregate Special Source Revenue Credit claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs.

(a) The Special Source Revenue Credit shall be effective starting with the first property tax year following execution of this Fee Agreement and, so long as the Sponsor meets the Project Commitment within the Investment Period, shall remain effective for the entire Fee Term. For purposes of this Fee Agreement, "Qualifying Infrastructure Costs" shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the Code.

(b) If for any reason the FILOT Payment to be made with respect to any year is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the Park Act, the Sponsor shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the FILOT Act.

**Section 4.2. *Negotiated FILOT Payments.*** Pursuant to Section 12-44-50 of the Act, the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Structures

and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2024, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the Special Source Revenue Credit. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act and to Section 4.4 hereof):

- Step 1: Determine the fair market value of the improvements to the Real Property and Equipment in the Phase of the Project placed in service in any given year for such year and for the following 29 years using the original income tax basis for State income tax purposes less depreciation for each year allowable to the Sponsor for any Equipment as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Sponsor under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement. The County and Sponsor also agree pursuant to Section 12-44-50(A)(1) of the Act that the value of the Real Property included in any Phase of the Project shall be its fair market value as determined by appraisal but the fair market value of the Real Property shall be subject to reappraisal by the South Carolina Department of Revenue not more than once every five (5) years.
- Step 2: Apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine (29) years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 3: Use a millage rate of 321.5 mils, or the combined millage rates set for the tax year 2019 by the County and Anderson County School District (or the applicable school district) (these combined millage rates being in effect on June 30 prior to the calendar year in which this Agreement is signed as permitted by Section 12-44-50(A)(1)(d) of the Act) and any other overlapping political units having taxing jurisdiction where the Real Property is located, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.
- Step 4: Reduce the calculated amounts determined in the previous Steps by the Special Source Revenue Credit as described in Section 4.1 herein. The Special Source Revenue Credit shall be, at the option of the County, shown on the bill sent by the County to the Sponsor, or paid by a check from the County Treasurer.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement to locate the Project in the County. If the Project is deemed to

be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the Project pursuant to the terms hereof.

To the extent permitted by law, because the Negotiated FILOT Payments agreed to herein are intended to be paid by the Sponsor to the County in lieu of taxes, it is agreed that said Negotiated FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor to the County in property taxes if the Sponsor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said Negotiated FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

If the Sponsor fails to meet the Act Minimum Investment Requirement by December 31, 2024, the Fee Agreement shall terminate and the Sponsor shall owe the County a retroactive tax payment in an amount equal to the difference between *ad valorem* property taxes on the Real Property and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code (hereinafter "***Retroactive Tax Payment***"). The repayment obligations arising under this Section survives termination of this Fee Agreement.

**Section 4.3. Payments in Lieu of Taxes on Replacement Property.** If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (the "***Replacement Value***") is less than or equal to the original income tax basis of the Removed Components (the "***Original Value***") the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.2 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.2 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) (or, if greater, the maximum number of years for which the annual fee payments are available to the Sponsor for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "***Excess Value***"), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

**Section 4.4. Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.** In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in

Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.2 hereof.

**Section 4.5. *Place and Allocation of Payments in Lieu of Taxes.*** The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

**Section 4.6. *Removal of Equipment.*** The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “**Removed Components**”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof. To the extent that the Special Source Revenue Credit is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any Special Source Revenue Credits were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

**Section 4.7. *Damage or Destruction of Project.***

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate this Fee Agreement; provided, however, that (i) if there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement, and (ii) the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, the Sponsor may in their sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Section 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

**Section 4.8. *Condemnation.***

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat

of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.9. *Merger of Sponsor with Related Party.*** The County agrees that, without again obtaining the approval of the County (to the extent permitted by the Act), the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

**Section 4.10. *Indemnification Covenants.***

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of



any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 4.11. Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“Confidential Information”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

**Section 4.12. Records and Reports.** The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and its computations of all payments in lieu of taxes made hereunder and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “Filings”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

**Section 4.13. Payment of Administrative Expenses.** The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administration Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

**Section 4.14. Collection and Enforcement Rights of County.** The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

**Section 4.15. Assignment and Subletting.** This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that in connection with any assignment or total subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent, and to the extent any required or further consent is requested, the County may do so by passage of a Resolution.

**Section 4.16. County's Estoppel Certificates for Sponsor's Financing Transactions.** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

**Section 4.17. Sponsor's Continuing Obligations After Termination by Sponsor.** In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.10, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

**Section 4.18. Events of Default.** The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.2 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

**Section 4.19. Remedies on Default.** Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of failure to make the payments in lieu of taxes due under this Fee Agreement), may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Sponsor under this Fee Agreement.

**Section 4.20. Remedies Not Exclusive.** No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default

hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Sponsor is not competent to waive.

**Section 4.21. Decommissioning the Project.** The Sponsor shall obtain a bond listing the County as obligee in an amount sufficient to ensure performance of Sponsor's Decommissioning obligations upon abandonment, termination of the lease governing the Land, or other termination of the Project by the Sponsor, and taking into consideration the salvage value of the Equipment. The obligations arising under this Section survive termination of this Fee Agreement.

## **ARTICLE V MISCELLANEOUS**

**Section 5.1. Notices.** Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:           Anderson County, South Carolina  
  Attn: Anderson County Administrator  
  101 S Main St.  
  Anderson, SC 29624

WITH COPIES TO:           Leon Harmon  
  Anderson County Attorney  
  101 S Main St.  
  Anderson, SC 29624

  James K. Price  
  Nexsen Pruet, LLC  
  55 E. Campground Way, Suite 400  
  Greenville, SC 29601  
  (864) 282-1164

AS TO THE SPONSOR:       Sweet Grass Solar, LLC  
  c/o Southern Current, LLC  
  1634 Ashley River Road  
  Charleston, South Carolina 29407  
  ATTENTION: Greg S. K. Ness, General Counsel  
  (843) 277-2090

WITH COPIES TO:           W. Ford Graham  
  K&L Gates LLP  
  134 Meeting Street, Suite 500  
  Charleston, South Carolina 29401  
  (843) 579-5600

**Section 5.2. Binding Effect.** This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 5.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 5.4. Governing Law.** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

**Section 5.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 5.6. Amendments.** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

**Section 5.7. Further Assurance.** From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement.

**Section 5.8. Severability.** If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

**Section 5.9. Limited Obligation.** ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 5.10. Force Majeure.** Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war or national emergency, or acts of God.

**Section 5.11. Execution Disclaimer.** Notwithstanding any other provisions, the County is executing this Fee Agreement as a statutory accommodation to assist the Sponsor in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes this Fee Agreement in reliance upon representations by the Sponsor that this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

*[Signature page follows]*

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

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

ATTEST:

\_\_\_\_\_  
Lacey Croegaert, Clerk to Council  
Anderson County Council

SPONSOR:

SWEET GRASS SOLAR, LLC

\_\_\_\_\_  
By: Paul Fleury  
Its: Manager

**Exhibit A**

**Description of Real Estate**

A portion of that certain piece, parcel, or tract of land, with all improvements thereon, situate lying or being in the County of Anderson, State of South Carolina, bearing Tax Map Number 252-00-02-010.

**Exhibit B**

**Illustration of Special Source Revenue Credit Calculation**

**Negotiated FILOT Payment**

(Fair Market Value (as adjusted for depreciation) x 6% Assessment Ratio x 321.5 mils)

-

**Net FILOT Payment**

(\$7,400 (as adjusted for increases in power production))

=

**The Special Source Revenue Credit**

(for the applicable year)

**ORDINANCE NO. 2019-009**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT 20190114 WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA** (the "*County*"), acting by and through its County Council (the "*County Council*"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "*FILOT Act*"), Title 4, Chapter 1 (the "*Multi-County Park Act*"), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the "*State*") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on March 5, 2019 an inducement resolution (the "*Inducement Resolution*") with respect to certain proposed investment by [PROJECT 20190114], a \_\_\_\_\_ (the "*Company*") (which was known to the County at the time as "*Project 20190114*"), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the "*Project*"); and

**WHEREAS**, the Company has represented that the Project will involve an investment of approximately \$13,000,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

**WHEREAS**, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the "*Fee Agreement*"), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and



**WHEREAS**, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

**WHEREAS**, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

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

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

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

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

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

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

**FOR ANDERSON COUNTY**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman  
Anderson County Council

---

Lacey Croegaert  
Clerk to Anderson County Council

**APPROVED AS TO FORM:**

---

Leon Harmon  
Anderson County Attorney

First Reading:     March 5, 2019  
Second Reading:   \_\_\_\_\_, 20\_\_  
Third Reading:     \_\_\_\_\_, 20\_\_  
Public Hearing:     \_\_\_\_\_, 20\_\_

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of \_\_\_\_\_, 2019, \_\_\_\_\_, 2019, and \_\_\_\_\_, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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Lacey Croegaert, Clerk to County Council,  
Anderson County, South Carolina

Dated: \_\_\_\_\_, 2019

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT 20190114]**

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Dated as of \_\_\_\_\_, 2019

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## SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	[Project 20190114]	Project Name:	Project 20190114
Projected Investment:	\$13,000,000		
Location (street):	To be provided	Tax Map No.:	To be provided
1. FILOT			
Required Investment:	\$13,000,000		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	
Fixed Millage:	316.5 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the FILOT is terminated retroactively		
2. MCIP			
Included in an MCIP:			
If yes, Name & Date:			
3. SSRC			
Total Amount:	Not to exceed \$205,000 each year for years 1 - 4		
No. of Years	30 years		
Yearly Increments:	85% years 1 – 4, 35% years 5 – 30		
Clawback information:	If the Contract Minimum Investment Requirement is not made during the Standard Investment Period, the SSRC is terminated retroactively		
4. Other information	In the event \$13,000,000 has been invested within the Standard Investment Period, the Standard Investment Period shall be extended an additional 5 years.		

## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2019 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and **[PROJECT 20190114]**, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the “*Company*”).

### RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new distribution/manufacturing facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on \_\_\_\_\_, 2019, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the



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

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

## ARTICLE I

### DEFINITIONS

#### Section 1.01    Definitions

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

***“Administration Expenses”*** shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

***“Affiliate”*** shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

***“Code”*** shall mean the Code of Laws of South Carolina 1976, as amended.

***“Commencement Date”*** shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

***“Company”*** shall mean [PROJECT 20190114], a \_\_\_\_\_, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

***“Contract Minimum Investment Requirement”*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$13,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

***“County Administrator”*** shall mean the Anderson County Administrator, or the person holding any successor office of the County.

***“County Assessor”*** shall mean the Anderson County Assessor, or the person holding any successor office of the County.

***“County Auditor”*** shall mean the Anderson County Auditor, or the person holding any successor office of the County.

***“County Council”*** shall mean Anderson County Council, the governing body of the County.

***“County Treasurer”*** shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

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

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

***“Department”*** shall mean the South Carolina Department of Revenue.

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

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

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

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

***“Exemption Period”*** shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

***“Extended Investment Period”*** shall mean the period ending five (5) years after the end of the Standard Investment Period.

***“Fee Agreement”*** shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

***“FILOT”*** or ***“FILOT Payments”*** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

***“FILOT Act”*** shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***“FILOT Act Minimum Investment Requirement”*** shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

***“Improvements”*** shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

***“Infrastructure”*** shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

***“Investment Period”*** shall mean, and shall be equal to, the Standard Investment Period plus the Extended Investment Period, if applicable.

***“Standard Investment Period”*** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

***“Land”*** means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

***“MCIP Act”*** shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***“MCIP Agreement”*** shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

***“MCIP”*** shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

***“Phase”*** or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

***“Project”*** shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

***“Removed Components”*** shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

***“Replacement Property”*** shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

***“Special Source Credits”*** shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

***“Sponsor Affiliate”*** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

***“Standard Investment Period”*** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

***“State”*** shall mean the State of South Carolina.

***“Termination Date”*** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

***“Transfer Provisions”*** shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

#### Section 1.02    Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

#### Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 316.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2019, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

#### Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a distribution/manufacturing facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]



## ARTICLE III

### COMMENCEMENT AND COMPLETION OF THE PROJECT

#### Section 3.01    The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. In the event, the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

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

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

#### Section 3.02    Diligent Completion

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

#### Section 3.03    Filings and Reports

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

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

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

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

[End of Article III]



## ARTICLE IV

### FILOT PAYMENTS

#### Section 4.01     FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 316.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

#### Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of four (4) consecutive years in an amount equal to eighty-five percent (85%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, but not to exceed \$250,000 each year and thereafter, for a period of twenty-six (26) consecutive years in an amount equal to thirty-five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Standard Investment Period.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

#### Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Standard Investment Period.

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

#### Section 4.04    Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

#### Section 4.05    FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

#### Section 4.06    Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

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

[End of Article IV]



## ARTICLE V

### PARTICULAR COVENANTS AND AGREEMENTS

#### Section 5.01    Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Standard Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

#### Section 5.02    Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

#### Section 5.03    Confidentiality

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

#### Section 5.04    Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received

from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

#### Section 5.05 Mergers, Reorganizations and Equity Transfers

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

#### Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall

not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

#### Section 5.07 Qualification in State

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

#### Section 5.08 No Liability of County's Personnel

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

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may



be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

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

#### Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

#### Section 5.11 Priority Lien Status

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

#### Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

#### Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably

acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01 Events of Default

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

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

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

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

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

#### Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the FILOT Act Minimum Investment Requirement or the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

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

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

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    Notices

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

If to the Company:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

James K. Price  
Nexsen Pruet, LLC  
55 E. Camperdown Way, Suite 400  
Greenville, South Carolina 29601

If to the County:

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

With a copy to:

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

Section 7.02    Binding Effect

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

### Section 7.03    Counterparts

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

### Section 7.04    Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

### Section 7.05    Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

### Section 7.06    Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

### Section 7.07    Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

### Section 7.08    Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

### Section 7.09    Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10    Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11    Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12    Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

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

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Lacey Croegaert, Clerk to County Council,  
Anderson County, South Carolina

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



\_\_\_\_\_

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

Its: \_\_\_\_\_

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[Insert legal description here]**

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2019 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2019 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$\_\_\_\_\_.

(2) As of December 31, 20\_\_\_\_, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$\_\_\_\_\_.

(3) Of the total amount set forth in (2) above, \$\_\_\_\_\_ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**ORDINANCE NO. 2019-012**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT 20180801 WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on March 19, 2019 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by [PROJECT 20180801], a \_\_\_\_\_ (the “*Company*”) (which was known to the County at the time as “*Project 20180801*”), with respect to the acquisition, construction, and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of the Company’s existing research and development facility in the County (collectively, the “*Project*”); and

**WHEREAS**, the Company has represented that the Project will involve an investment of approximately \$5,350,000 in the County and the creation of approximately (but not required) eighteen (18) new, full-time, jobs (with benefits) at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

**WHEREAS**, pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special source revenue credit Agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by

the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

**WHEREAS**, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

**WHEREAS**, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

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

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

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

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

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

Section 4. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2019.

ATTEST:

FOR ANDERSON COUNTY

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

\_\_\_\_\_  
Lacey Croegaert, Clerk to Anderson County Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Leon Harmon, Anderson County Attorney

First Reading: \_\_\_\_\_, 20\_\_  
Second Reading: \_\_\_\_\_, 20\_\_  
Third Reading: \_\_\_\_\_, 20\_\_  
Public Hearing: \_\_\_\_\_, 20\_\_

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of \_\_\_\_\_, 2019, \_\_\_\_\_, 2019, and \_\_\_\_\_, 2019, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

---

Lacey Croegaert, Clerk to County Council,  
Anderson County, South Carolina

Dated: \_\_\_\_\_, 2019



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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT 20180801]**

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Dated as of \_\_\_\_\_, 2019

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## SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

Company Name:	[Project 20180801]	Project Name:	Project 20180801
Projected Investment:	\$5,350,000	Projected Jobs:	18
Location (street):	To be provided	Tax Map No.:	To be provided
1. FILOT			
Required Investment:	\$5,350,000	Required Jobs:	12
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	321.5 mills	Net Present Value (if yes, discount rate):	
Clawback information:	If the FILOT Act Minimum Investment Requirement is not made during the Investment Period, the FILOT is terminated retroactively		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson County/Greenville County 2010 Park		
3. SSRC			
No. of Years	30 years		
Yearly Increments:	50% years 1 – 5, 40% years 6 – 15		
Clawback information:			
4. Other information	<p>If either the Contract Minimum Investment Requirement or the Jobs Creation Requirement is not made by the end of the fourth year during the Investment Period, the 50% SSRC will reduce to 20% through the 5<sup>th</sup> year.</p> <p>If the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement are made by the end of the 5<sup>th</sup> year (Investment Period), the 40% Special source revenue credit shall apply to the Project for the following 10-year period.</p> <p>If either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement are not made by the end of the Investment Period, the 20% Special source revenue credit shall continue through 6<sup>th</sup> year.</p> <p>If the Contract Minimum Investment Requirement and the Jobs Creation Requirement are made by the end of the sixth year, the 40% SSRC shall apply for the following 9-year period.</p>		

## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT** (the "**Fee Agreement**") is made and entered into as of \_\_\_\_\_, 2019 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "**County**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), acting by and through the Anderson County Council (the "**County Council**") as the governing body of the County, and **[PROJECT 20180801]**, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the "**Company**").

### RECITALS

1. Title 12, Chapter 44 (the "**FILOT Act**"), Code of Laws of South Carolina, 1976, as amended (the "**Code**"), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-17 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("**Special Source Revenue Credit**") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, "**Infrastructure**").

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company's facilities in the County for research and development.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on \_\_\_\_\_, 2019, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

provision of Special source revenue credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

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

## ARTICLE I

### DEFINITIONS

#### Section 1.01    Definitions

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

***“Administration Expenses”*** shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

***“Affiliate”*** shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

***“Code”*** shall mean the Code of Laws of South Carolina 1976, as amended.

***“Commencement Date”*** shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

***“Company”*** shall mean [PROJECT 20180801], a \_\_\_\_\_, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

***“Contract Minimum Investment Requirement”*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$5,350,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

***“County Administrator”*** shall mean the Anderson County Administrator, or the person holding any successor office of the County.

***“County Assessor”*** shall mean the Anderson County Assessor, or the person holding any successor office of the County.

**“County Auditor”** shall mean the Anderson County Auditor, or the person holding any successor office of the County.

**“County Council”** shall mean Anderson County Council, the governing body of the County.

**“County Treasurer”** shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

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

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

**“Department”** shall mean the South Carolina Department of Revenue.

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

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

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

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

**“Exemption Period”** shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

**“Fee Agreement”** shall mean this Fee in Lieu of Tax and Special source revenue credit Agreement.

**“FILOT”** or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

**“FILOT Act”** shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

**“FILOT Act Minimum Investment Requirement”** shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.



**“Improvements”** shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

**“Infrastructure”** shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

**“Investment Period”** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

**“Jobs Creation Minimum Requirement”** shall mean the creation of at least twelve (12) new, full-time, jobs (with benefits) at the Project.

**“Land”** means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

**“MCIP Act”** shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

**“MCIP Agreement”** shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special source revenue credits to the Company hereunder.

**“MCIP”** shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

**“Phase”** or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

**“Project”** shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

**“Removed Components”** shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

***“Replacement Property”*** shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

***“Special source revenue credits”*** shall mean the annual special source revenue credits provided to the Company pursuant to Section 4.02 hereof.

***“Sponsor Affiliate”*** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

***“State”*** shall mean the State of South Carolina.

***“Termination Date”*** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

***“Transfer Provisions”*** shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

#### Section 1.02    Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

#### Section 2.01 Representations, Warranties, and Agreements of the County

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 321.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2019, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

#### Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a research and development facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

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

[End of Article II]

## ARTICLE III

### COMMENCEMENT AND COMPLETION OF THE PROJECT

#### Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019.

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

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

#### Section 3.02 Diligent Completion

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

#### Section 3.03 Filings and Reports

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

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

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made

by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

## ARTICLE IV

### FILOT PAYMENTS

#### Section 4.01    FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act permits the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 321.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

#### Section 4.02 Special source revenue credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act and subject to subsections (d), (e) and (f) below, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special source revenue credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to fifty percent (50%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement, and thereafter, for a period of ten (10) consecutive years in an amount equal to forty percent (40%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

(c) In no event shall the aggregate amount of all Special source revenue credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) In the event the Company, together with any Sponsor Affiliates, fails to meet either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement by the end of the fourth (4<sup>th</sup>) year following the Commencement Date, the 50% Special source revenue credit will reduce to 20% through the remainder of the initial 5-year period.

(e) In the event the Company, together with any Sponsor Affiliates, meets the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement by the end of the Investment Period, the 40% Special source revenue credit shall apply to the Project for the following 10-

year period, but no lost Special source revenue credits, if any, may be captured by the Company. If, however, the Company, together with any Sponsor Affiliates, fails to meet either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement by the end of the Investment Period, the 20% Special source revenue credit shall continue through the sixth (6<sup>th</sup>) year following the Commencement Date.

(f) In the event the Company, together with any Sponsor Affiliates, meets the Contract Minimum Investment Requirement and the Jobs Creation Minimum Requirement by the end of the sixth (6<sup>th</sup>) year following the Commencement Date, the 40% Special source revenue credit shall apply to the Project for the remainder of the 10-year period, but no lost Special source revenue credits, if any, may be captured by the Company. If, however, the Company, together with any Sponsor Affiliates, fails to meet either the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement by the end of the sixth (6<sup>th</sup>) year following the Commencement Date, the Special source revenue credit will terminate.

(g) As provided in Section 4-29-68 of the Code, to the extent any Special source revenue credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(h) Each annual Special source revenue credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special source revenue credit to be provided to the Company for such property tax year.

(i) The Special source revenue credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

#### Section 4.03 Failure to Achieve FILOT Act Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special source revenue credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Investment Period.



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

#### Section 4.04    Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

#### Section 4.05    FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

#### Section 4.06    Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic

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

[End of Article IV]

## ARTICLE V

### PARTICULAR COVENANTS AND AGREEMENTS

#### Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Fee Agreement is terminated, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of research and development for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

#### Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

#### Section 5.03 Confidentiality

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

#### Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special source revenue credits shall be payable only from FILOT payments received

from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

#### Section 5.05 Mergers, Reorganizations and Equity Transfers

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

#### Section 5.06 Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall

not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

#### Section 5.07 Qualification in State

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

#### Section 5.08 No Liability of County's Personnel

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

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may



be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

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

#### Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

#### Section 5.11 Priority Lien Status

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

#### Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

#### Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably

acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01 Events of Default

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

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

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

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

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

#### Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the FILOT Act Minimum Investment Requirement, the Contract Minimum Investment Requirement or the Jobs Creation Minimum Requirement other than as expressly set forth in this Fee Agreement.



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

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

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    Notices

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

If to the Company:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

James K. Price  
Nexsen Pruet, LLC  
55 E. Camperdown Way, Suite 400  
Greenville, South Carolina 29601

If to the County:

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

With a copy to:

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

Section 7.02    Binding Effect

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

#### Section 7.03    Counterparts

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

#### Section 7.04    Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

#### Section 7.05    Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

#### Section 7.06    Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

#### Section 7.07    Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

#### Section 7.08    Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

#### Section 7.09    Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10    Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11    Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12    Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

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

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Lacey Croegaert, Clerk to County Council,  
Anderson County, South Carolina

*[Signature Page 1 to Fee in Lieu of Tax and Special source revenue credit Agreement]*

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

*[Signature Page 2 to Fee in Lieu of Tax and Special source revenue credit Agreement]*

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[Insert legal description here]**

**EXHIBIT B**

**INVESTMENT AND JOBS CREATION CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special source revenue credit Agreement dated as of \_\_\_\_\_, 2019 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

(3) The number of full-time jobs at the Company facilities where the Project is located was \_\_\_\_\_ persons as of \_\_\_\_\_, 20\_\_ (the beginning date of the Investment Period).

(4) The number of net new, full-time jobs created at the Project since \_\_\_\_\_, 20\_\_ (the beginning date of the Investment Period) is \_\_\_\_\_ persons.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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



**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special source revenue credit Agreement dated as of \_\_\_\_\_, 2019 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special source revenue credits previously received by the Company and any Sponsor Affiliates is \$\_\_\_\_\_.

(2) As of December 31, 20\_\_, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$\_\_\_\_\_.

(3) [Use only if expenditures for personal property will be used to account for Special source revenue credits.] Of the total amount set forth in (2) above, \$\_\_\_\_\_ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Its: \_\_\_\_\_

## RESOLUTION NO. R2019-012

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT 20180801, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT 20180801 WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.**

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

**WHEREAS**, Project 20180801 (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its existing research and development facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$5,350,000 in non-exempt investment and the expected creation of approximately (but not required) eighteen (18) new, full-time jobs (with benefits) in connection therewith by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

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

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

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

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

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

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

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

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

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

**DONE** in meeting duly assembled this 19<sup>th</sup> day of March, 2019.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

ATTEST:

\_\_\_\_\_  
Lacey Croegaert, Clerk to County Council,  
Anderson County, South Carolina

APPROVED AS TO FORM:

\_\_\_\_\_  
Leon Harmon, County Attorney,  
Anderson County, South Carolina

## INDUCEMENT AGREEMENT

**THIS INDUCEMENT AGREEMENT** (this “*Agreement*”) made and entered into as of March 19, 2019 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and [PROJECT 20180801], a \_\_\_\_\_ (the “*Company*”).

WITNESSETH:

### ARTICLE I RECITATION OF FACTS

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

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

(b) The Company requested that the County assist in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its existing research and development facility in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of at least \$5,350,000 (the “*Investment Target*”) and the expected creation by the Company of eighteen (18) net new, full-time, jobs (with benefits) with respect thereto, but not less than twelve (12) net new, full-time, jobs (with benefits) at the Project (the “*Jobs Creation Target*”), all by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

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

described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated March 19, 2019, and on the terms and conditions set forth.

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

The County agrees as follows:

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

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

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

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

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

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 321.5 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2019); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions

except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

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

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

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source revenue credit against payments in lieu of taxes by the Companies pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source revenue credit equal to 50% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for five (5) consecutive years and thereafter, an annual special source revenue credit equal to 40% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for 10 consecutive years (for a total of 15 consecutive years).

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

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

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

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

Section 2.8. Should the Company fail to meet the Investment Target or the Jobs Creation Target by the end of the Investment Period, any special source revenue credits otherwise payable under the Fee Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the special source revenue credits previously received by the Company, plus interest at the rate payable for late payment of taxes.

### **ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANIES**

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

Section 3.2. If the Project proceeds as contemplated:

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

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

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

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

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

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



## **ARTICLE IV GENERAL PROVISIONS**

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

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

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement and the Infrastructure Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special source revenue credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Companies on or before December 31, 2019, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

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

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

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

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

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

**IN WITNESS WHEREOF**, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

ATTEST:

\_\_\_\_\_  
Lacey Croegaert, Clerk to County Council,  
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

**[PROJECT 20180801]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of March 19, 2019, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

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Clerk to Anderson County Council

Dated: March \_\_\_\_\_, 2019

**RESOLUTION NO. R2019-013**

**A RESOLUTION TO APPROVE THE PARTICIPATION OF ANDERSON CONTY, SOUTH CAROLINA, IN DEVELOPMENT OF AN AMICUS BRIEF TO THE UNITED STATES SUPREME COURT RELATED TO *KINDER MORGAN ENERGY PARTNERS, L.P. V. UPSTATE FOREVER*, CASE NO. 18-268; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Kinder Morgan has petitioned the United States Supreme Court for a writ of certiorari to review the United States Court of Appeals for the Fourth Circuit opinion in the case of *Kinder Morgan Energy Partners, L.P. v. Upstate Forever*;

**WHEREAS**, the United States Supreme Court has granted a writ of certiorari in a Hawaii case with substantially the same issues in the Kinder Morgan case and is holding in abeyance a decision in the Kinder Morgan case until the Hawaii case is resolved;

**WHEREAS**, the environmental groups involved in the Kinder Morgan case have requested Anderson County's involvement in preparation of an Amicus Brief to the Supreme Court in the Hawaii case on the issues in the Kinder Morgan case; and

**WHEREAS**, the Amicus Brief would be prepared in conjunction with the Environmental and Regulatory Law Clinic of the University of Virginia School of Law at no cost to Anderson County.

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

1. The Anderson County Council approves the County's participation in preparation of an Amicus Brief to the United States Supreme Court in a matter related to the Kinder Morgan case and further directs the County Administrator and the County Attorney to execute any documents related to this matter.

2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

3. Should any part or portion of this resolution be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such finding shall not affect the remainder of hereof, all of which is hereby deemed separable.

4. This resolution shall take effect and be in force immediately upon enactment.  
Resolved in meeting duly assembled this 19<sup>th</sup> day of March, 2019.

**ATTEST:**

**FOR ANDERSON COUNTY**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
County Attorney



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**AGENDA**  
**Planning and Public Works Committee Meeting**  
**Wednesday, March 6, 2019 at 11:30 am**  
**Anderson Historic Courthouse**  
**2nd Floor Conference Room**  
**101 South Main Street, Anderson, South Carolina 29622**  
**M. Cindy Wilson, Presiding**

**Planning/Public Works Committee**

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

**Tommy Dunn**  
Chairman  
Council District 5

**Ray Graham**  
Vice Chairman  
Council District 3

**Craig Wooten**  
Council District 1

**Gracie S. Floyd**  
Council District 2

**Brett Sanders**  
Council District 4

**Jimmy Davis**  
Council District 6

**M. Cindy Wilson**  
Council District 7

**Lacey A. Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Call to Order: Chairman M. Cindy Wilson
2. Invocation and Pledge: Mr. Craig Wooten
3. Review of Zoning Standards in relation to Commercial uses and storage on residential properties Ms. Alesia Hunter
4. Update on Affordable Housing Issues Mr. Steve Newton  
a. Leadership Anderson Tiny Home Update Mr. Seth Riddley
5. Zoning Advisory Group Update Dr. Jeff Parkey
6. Overview of Capital Improvement Plan for Fiscal Years 2021-2024 Dr. Jeff Parkey
7. Discussion of Constituent issues with Van Accessible parking Ms. Celia Myers
8. Citizens Comments
9. Adjournment

Committee Members: M. Cindy Wilson, Chair  
Honorable Craig Wooten  
Honorable Jimmy Davis



March 3, 2019

Cindy Wilson,

Cindy, thank you for responding to my concerns over "holes" in our Zoning/Land-Use ordinances that lead to uses of residentially zoned land that are basically Commercial/Industrial in nature. I understand that you have a meeting on March 6 to discuss this topic among others.

My input for the meeting:

From the current Code of Ordinances for Anderson County, SC-

***Section 5:3. - R-40, R-20, R-15, R-12, R-10, and R-8, Single-Family Residential Districts.***

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

Basically, the intent is to have language that would prohibit activities that would be of detriment to the residential nature of land that has been zoned for that purpose.

The language, though, does not prohibit certain types of use, that I believe should be disallowed, and therefore staff does not have the tools to address these types of use.

The current language discourages/prohibits conducting a "storefront" type of business from residential property:

- Signage identifying the location as a business is covered.
- Having customers access the property in order to conduct business (like going to a store) is "kinda' covered.

There are three uses I would like to see ordinance language address:

1. Business is conducted off-site but the means to do business is conducted on site.

I am not referring to a home-office environment but one that involves and takes over the land of the residence.

- ☐ An example is a heavy landscape or arborist services that use multiple heavy machinery to provide the service and the residence property is dedicated to the storage of all of that equipment when the work day is over.

- This type of machinery has no place on residential property.

- ② Commercial grade chipper/shredders and associated hauling equipment.
  - ② Bobcat and other earth moving machinery
  - ② Cranes and other lift devices
  - ② Back hoes and trenching equipment
  - ② Drilling equipment - horizontal or vertical
  - Refuse (limbs, logs, chippings) from the activity conducted off-site should not be dumped/stored on-site.
2. Residential Property should not be used to advertise the sale of used cars by parking used cars for sale on the property to take advantage of corner locations or high traffic roads.
- ② In this case, business is being conducted on the property as customers park on the street and approach the cars and "check them out."
  - ② But, I have been informed that up to and including five cars/trucks can be offered for sale on residential property.
  - ② The residential property has in effect become a permanent used car lot and this should not be allowed.
3. Another example of business being conducted off site but the means to conduct business is stored on site is with vehicles like long haul tractor trailers, tour busses and garbage trucks. Parking these types of vehicles on residential property should not be allowed.

Cindy, I not recommending these changes as I understand that "good house keeping" of property is not something that can be legislated. I care and recommend changes to our ordinances when the use of a property is not as intended in our zoning ordinances and the result is the lowering of property values and quality of life for those that chose a zoned area as a means of protection.

I am not proposing specific language as Council has professional and fully competent staff that can propose the correct language if tasked for that activity by Council.

Again, thank you for listening and starting a process! If I can be of any assistance, please call on me.

Dan McKinney  
 4034 Windward Trail  
 Anderson, SC 29621  
 mckinney3@mac.com  
 864 617-1011

# Zoning Advisory Group Meetings

(January 2018 – February 2019)

District	Meetings Attempted	Meetings Held	Meetings Cancelled for Lack of Quorum	Meeting Rate
1	5	1	4	20%
2	1	0	1	0%
3	0	0	0	NA
4	5	4	1	80%
5	4	0	4	0%
6	3	2	1	67%
7	11	4	7	36%
<b>Total</b>	<b>29</b>	<b>11</b>	<b>18</b>	<b>37.9%</b>

# Attendance Records

(January 2018 – February 2019)

For the 1 meeting held, out of 5 meetings attempted:

District 1 Members	Present	Not Present	Member's Attendance Rate
Ron Smith	1	0	100%
Herbert Nymark	1	0	100%

For the 4 meetings held, out of 5 meetings attempted:

District 4 Members	Present	Not Present	Member's Attendance Rate
Tom Roose	4	0	100%
Charlie Wham	3	1	75%
Andy Croft	4	0	100%

For the 2 meetings held, out of 3 meetings attempted:

District 6 Members	Present	Not Present	Member's Attendance Rate
Seth Landrum	2	0	100%
David Bagwell	2	0	100%
Kelly Don Nations	1	1	50%
Barry Orr	2	0	100%

For the 4 meetings held, out of 11 meetings attempted:

District 7 Members	Present	Not Present	Members' Attendance Rate
Susan Temple	3	1	75%
Norlene Leake	3	1	75%
Bill Eaton	4	0	100%
Kathryn Bucks	3	1	75%
Catherine Hamby	4	0	100%
Carolyn Cooley	3	1	75%
Patricia Seawright	1	0	100%
Phillip Clardy	1	0	100%



### CIP Estimates for FY 2021-2024

CIP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	Total
Airport	1,068,000	-	-	-	1,068,000
Facilities	-	-	-	-	-
Fleet	-	-	-	-	-
Library	-	3,175,000	180,000	185,000	3,540,000
PAWS	-	-	-	-	-
Roads & Bridges	60,000	13,000	40,000	-	113,000
Solid Waste	1,035,000	200,000	915,000	1,600,000	3,750,000
Technical Services	5,000,000	-	-	-	5,000,000
Voter Registration & Elections	-	-	-	-	-
Wastewater	7,750,000	3,000,000	9,250,000	-	20,000,000
<b>Total</b>	<b>14,913,000</b>	<b>6,388,000</b>	<b>10,385,000</b>	<b>1,785,000</b>	<b>33,471,000</b>

### CMP Estimates for FY 2021-2024

CMP Projects by Department	FY 2021	FY 2022	FY 2023	FY 2024	Total
Airport	145,000	1,604,000	1,445,000	4,523,500	7,717,500
ASEC	-	170,000	-	-	170,000
Facilities	2,050,000	1,220,000	380,000	1,010,000	4,660,000
Fleet	2,275,000	2,275,000	2,250,000	2,700,000	9,500,000
Library	1,125,000	275,000	140,000	166,000	1,706,000
Museum	111,200	-	-	-	111,200
Parks	3,715,000	3,430,000	2,335,000	3,560,000	13,040,000
PAWS	87,500	67,500	37,500	37,500	230,000
Planning	100,000	100,000	100,000	100,000	400,000
Roads & Bridges	10,116,000	10,726,000	9,786,000	11,450,000	42,078,000
Solid Waste	430,000	128,500	168,000	-	726,500
Special Populations	1,462,500	112,500	112,500	112,500	1,800,000
Stormwater Management	20,000	20,000	20,000	20,000	80,000
Technical Services	364,000	151,500	189,000	147,500	852,000
Wastewater	750,000	750,000	750,000	750,000	3,000,000
<b>Total</b>	<b>22,751,200</b>	<b>21,030,000</b>	<b>17,713,000</b>	<b>24,577,000</b>	<b>86,071,200</b>



# Recycling/ Solid Waste Committee Agenda

## Committee Members:

The Honorable Brett Sanders, Chairman

The Honorable Craig Wooten

The Honorable Ray Graham

**Wednesday, March 13, 2019 at 10:00am**

Historic Courthouse

Administrator's Conference Room- Second Floor

**Chairman Brett Sanders**, Presiding

1. **Call to Order:** Chairman Brett Sanders
2. **Invocation and Pledge of Allegiance:** Honorable Craig Wooten
3. **Discussion on short-term and long-term plans for litter control**
4. **Citizens Comments:**
5. **Adjournment:**

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)



**ANDERSON  
COUNTY**  
SOUTH CAROLINA

**AGENDA**  
**Planning and Public Works Committee Meeting**  
**Friday, March 15, 2019 at 9:30 am**  
**Anderson Historic Courthouse**  
**2nd Floor Conference Room**  
**101 South Main Street, Anderson, South Carolina 29622**  
**M. Cindy Wilson, Presiding**

**Planning/Public Works Committee**

Consisting of three members of Council, functions as a review, oversight and advisory body of subdivision regulations, building and other regulatory codes, the zoning ordinance, transportation, rights of way, building and grounds, licenses and business regulations, community development, and housing authority programs, public works department, and other matters thereto.

**Tommy Dunn**  
Chairman  
Council District 5

**Ray Graham**  
Vice Chairman  
Council District 3

**Craig Wooten**  
Council District 1

**Gracie S. Floyd**  
Council District 2

**Brett Sanders**  
Council District 4

**Jimmy Davis**  
Council District 6

**M. Cindy Wilson**  
Council District 7

**Lacey A. Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

- |  |                          |
|--|--------------------------|
| 1. Call to Order:  | Chairman M. Cindy Wilson |
| 2. Invocation and Pledge:  | Mr. Craig Wooten         |
| 3. Recommendations regarding amendments to the Zoning Standards in relation to commercial uses and storage on residential properties | Ms. Alesia Hunter        |
| 4. Traffic Study Resolution  | Dr. Jeff Parkey          |
| 5. Recommendations regarding Zoning Advisory Groups  | Dr. Jeff Parkey          |
| 6. Overview of Capital Improvement Plan for Fiscal Years 2021-2024   | Dr. Jeff Parkey          |
| 7. New Business  |                          |
| 8. Citizens Comments   |                          |
| 9. Adjournment   |                          |

Committee Members: M. Cindy Wilson, Chair  
Honorable Craig Wooten  
Honorable Jimmy Davis

**ORDINANCE #2019-xxx**

**AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE 6 OF THE  
ANDERSON COUNTY CODE OF ORDINANCES, SO AS TO CLARIFY  
STORAGE OF COMMERCIAL EQUIPMENT IN RESIDENTIAL ZONES;  
AND OTHER MATTERS RELATED THERETO.**

WHEREAS, the County wishes to clarify requirements for the storage of commercial equipment in residentially zoned areas; and

WHEREAS, the Anderson County Planning Commission held a duly advertised Public Hearing on xxx, 2019, after which it reviewed the proposed revisions as described in Exhibit A, and recommended the proposed revisions to County Council; and

WHEREAS, Anderson County Council wishes to amend Chapter 70, Article 6 of the Anderson County Code of Ordinances, attached hereto and incorporated herein as Exhibit A.

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

1. Chapter 70, Article 6 of the Anderson County Code of Ordinances is hereby amended to include the language attached hereto as Exhibit A.
2. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.



**Exhibit A**

6.4 *Commercial equipment and materials.* In all “R” Districts, with the exception of R-A, all commercial equipment and materials associated with an off-site business that are stored on a property must be kept enclosed or otherwise screened from public view, e.g. using 6-foot high stockade fence. Such equipment and materials may include but are not limited to tractors, backhoes, front end loaders, skidsteers, ditchwitches, grinders, chippers, shredders, large commercial equipment, or other machinery; logs, stumps, mulch, or debris; paper, plastic, and cardboard debris or containers; auto parts and tires; appliances and furniture; rock, gravel, railroad ties, building materials, or other supplies or materials.

ATTEST: Ordinance 2019-xxx

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, District #5, Chairman

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Lacey Croegeart,  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon, Esq.  
Anderson County Attorney

1<sup>st</sup> Reading:               xxx, 2019

2<sup>nd</sup> Reading:             xxx, 2019

3<sup>rd</sup> Reading:            xxx, 2019

Public Hearing:           xxx, 2019

**RESOLUTION NO. R2019-014**

**A RESOLUTION TO REQUIRE THAT TRAFFIC IMPACT STUDIES AS REQUIRED BY CHAPTER 38, SECTION 118 (F) OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, BE CONDUCTED BY AN ENGINEER LICENSED IN SOUTH CAROLINA WITH EXPERIENCE IN THE CONDUCT OF SUCH STUDIES AND WHO THE COUNTY HAS SELECTED FOR ON-CALL TRAFFIC STUDY SERVICES; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, certain proposed developments within Anderson County require a Traffic Impact Study as outlined in Section 38-118 of the Code of Ordinances, Anderson County, South Carolina;

**WHEREAS**, the County Council desires to achieve uniformity in the content and methodology of traffic impact studies; and

**WHEREAS**, the County Council desires that the County maintain an approved list of South Carolina licensed engineers to provide traffic study services.

**NOW THEREFORE**, be it resolved by Anderson County Council in meeting duly appointed that:

1. The County Administrator is hereby directed through the County procurement process to develop a list of not fewer than two (2) traffic engineering firms that have engineer(s) licensed by the State of South Carolina with traffic impact study experience for the purpose of performing traffic impact studies for projects which Section 38-118(f) of the Anderson County Code requires.

2. The County Administrator is further directed to develop a procedure whereby any project within Anderson County requiring a traffic impact study will be performed by an engineering firm on the County's approved list and hired by the County to perform the traffic impact study, including without limitation, the following:

a. County staff shall determine the scope of services required in the traffic impact study and obtain a cost estimate for such services from an approved engineering firm.

b. The project applicant shall provide funds to the County equal to the estimate plus ten percent for the traffic impact study. Any funds not used by the engineering firm for the traffic impact study shall be returned to the applicant in a timely manner without interest.

c. The County may require additional fees for the traffic impact study from the applicant if: (i) the scope of the traffic study expands; (ii) the applicant substantially amends the application; (iii) additional meetings with the engineer are requested by the applicant; (iv) the engineer's presence is requested at meetings with other federal, state, or local agencies, boards, or committees not anticipated in the earlier scope of services.

3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. Should any part or portion of this resolution be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such finding shall not affect the remainder of hereof, all of which is hereby deemed separable.

5. This resolution shall take effect and be in force immediately upon enactment.

Resolved in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

**FOR ANDERSON COUNTY**

\_\_\_\_\_  
Rusty Burns  
Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

\_\_\_\_\_  
Lacey A. Croegaert  
Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leon C. Harmon  
County Attorney



# MEMORANDUM

## Planning & Community Development

**DATE:** March 13, 2019

**TO:** PPW Committee Members; Mr. Burns

**FROM:** Celia Boyd Myers, Assistant Director, Planning and Community Development Department

**SUBJECT:** CIP Purpose

The Capital Improvement Planning (CIP) process is a strategic, long-range planning, and financial tool, helpful to local jurisdictions. Every year, the Planning Department requests all County departments to consider their long-term capital needs and to share capital improvements projects of \$10,000 or more with us. The Planning Department compiles this information and forwards it to the Planning Commission, County Council, the Administrator, and Finance.

The CIP process is beneficial to County departments in several ways. The process helps departments foresee large expenditures, allowing time for appropriate planning prior to the need. It also allows departments to better manage their workloads by having a timetable for large projects. Finally, the CIP can enable coordination of projects among departments, so as to avoid piecemeal improvements or duplication of expenses. Overall, the CIP process can help County departments maintain their continuity of service, to the greater benefit of our citizens into the future.

As the CIP projections are formulated by each department, the individual department heads are prepared to discuss these requests, as needed.

From the perspective of the Planning Department, capital improvements projections not only make us aware of upcoming budget requests and projects, but also help us see the big picture in terms of the future needs of the County. The CIP can help prioritize these needs, in terms of potential revenue sources, and also Council's goals and objectives. Finally, capital improvements planning helps to maintain steady capital funding and reduce fluctuations in funding sources, in general.

Staff is happy to assist Council in any way it wishes in using the CIP information.

Respectfully,  
Celia Boyd Myers

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Tommy Dunn**  
Chairman, District 5

**Craig Woolen**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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



# Sewer Ad-Hoc Committee Agenda

## Committee Members:

The Honorable Craig Wooten, Chairman  
The Honorable Brett Sanders  
The Honorable Jimmy Davis

Friday, March 15, 2019 at 11:30am  
Historic Courthouse  
Administrator's Conference Room- Second Floor

Chairman Craig Wooten, Presiding

1. Call to Order: Chairman Craig Wooten
2. Invocation and Pledge of Allegiance: Honorable Jimmy Davis
3. Sewer in Northeastern Anderson County (MOU with REWA)  
Mr. Rusty Burns/ Mr. Leon Harmon
4. Sewer Summer Adjustments: Mr. Derrick Singleton
5. Citizens Comments:
6. Adjournment:

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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



## FINANCE COMMITTEE AGENDA

### Committee Members:

The Honorable Craig Wooten, Chairman  
The Honorable M. Cindy Wilson  
The Honorable Brett Sanders

**Friday March 15, 2019 – 12:30 p.m.**

**Historic Courthouse  
Administrator's Conference Room - Second Floor**

**Chairman Craig Wooten, Presiding**

- |  |                        |
|--|------------------------|
| 1. Call to Order   | Chairman Wooten        |
| 2. Invocation and Pledge of Allegiance                         | Honorable Craig Wooten |
| 3. Request regarding Recreational Funding                      | Mr. Denny Floyd        |
| 4. Bids  | Mr. Robert Carroll     |
| a. Bid #19-030 Class 2 Aircraft Rescue & Fire Fighting Vehicle |                        |
| b. Bid #19-042 Historic McCants Gym Re-roof                    |                        |
| 5. Capital   |                        |
| a. Donation of truck to the Town of Honea Path                 | Mr. Rusty Burns        |
| b. Belton Building   | Mr. Rusty Burns        |
| c. Mill Town Players New Sign                                  | Mr. Rusty Burns        |
| 6. Financial Update  | Ms. Rita Davis         |
| a. Review of 2018 CAFR & SEFA                                  |                        |
| b. Reward for Suggested Improvements to Operations             |                        |
| c. Reward for Operating Under Budget                           |                        |
| 7. Citizens Comments   |                        |
| 8. Adjournment   |                        |

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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


# Anderson County Purchasing Department Bid Tabulation

BID# 19-030 CLASS 2 AIRCRAFT RESCUE & FIRE FIGHTING VEHICLE

	Vendor	TOTAL COST
1	OSHKOSH	\$322,107.00 + TAX
2	ROSENBAUER	\$336,070.00 + TAX
3	MERCER	NR
4	SPARTAN FIRE	NR
5	DSFTCWB	NR
6	UNRUH FIRE	NR
7	KME FIRE	NR
8		
9		
10		
11		
12		
13		
14	AWARDED TO:	Oshkosh



## SOLICITATION OFFER AND AWARD FORM

<b>ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624</b>		
<b>REQUEST FOR SOLICITATIONS, OFFER AND AWARD</b>		
*****Solicitation Information*****		
<b>1. SOLICITATION: # 19-030</b>	<b>Brief Description:</b>	
<b>2. ISSUE DATE: November 8, 2018</b>	<b>Class 2 Aircraft Rescue and Fire Fighting</b>	
<b>3. FOR INFORMATION CONTACT:</b>	<b>Vehicle (SEE SPECIFICATIONS)</b>	
<b>rcarroll@andersoncountysc.org</b>		
<b>5. <u>SUBMIT BID TO:</u></b>		
<b>Anderson County Purchasing Department</b>		
<b>101 S. Main Street, Room 115</b>		
<b>Anderson, S.C. 29624</b>		
<b>Attn: Bid #19-030</b>		
<b>6. Submission Deadline: Thursday, December 13, 2018 Time: 11:00 A.M.</b>		
<b>7. Submit Sealed Bid</b>		
<b>8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty (60) calendar days from date specified in block 6.</b>		
=====Offer (To be completed by Bidder)=====		
<b>9. BUSINESS CLASSIFICATION</b>	<b>(Check Appropriate Box)</b>	<input type="checkbox"/> Woman Business Enterprise N/A <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise
<b>10. Additional Information:</b> In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.		
<b>11. Bidder's name and address (Type or print):</b> Oshkosh Airport Products, LLC 1515 County Road O Neenah, WI 54956		<b>12. Name &amp; Title of Person Authorized to sign the Bid. (Type or Print):</b> Erik J. Lampe Vice President and General Manager
		<b>13. Bidder's Signature &amp; Date</b>  12/10/18
c-mail : elampe@airport.oshkoshcorp.com Telephone # (920) 215-5133 Fax # 920-215-5144 Federal Identification [REDACTED]		
=====AWARD (To be completed by Anderson County)=====		
<b>14. Total amount of award:</b>	<b>15. Successful Bidder:</b>	
<b>16. Contracting Officer or Authorized Representative:</b> Robert E. Carroll	<b>17. Signature:</b>	<b>18. Award date:</b>

## EXHIBIT B

### ANDERSON COUNTY BID FORM

Name of Party submitting the Bid: Oshkosh Airport Products, LLC

To: Anderson County

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

Bid: **Class 2 Aircraft Rescue and Fire Fighting Vehicle**  
Bid # 19-030

Qty.	U/M	Description	Unit Cost	Extended Cost
1	Each	<b>Class 2 Aircraft Rescue and Fire Fighting Vehicle</b> : per attached specifications	<u>\$322,107.00</u>	<u>\$322,107.00</u>

S.C. TAX Removed Add #2

TOTAL \$322,107.00

Delivery to Anderson County Fleet Services - On or before 360 days after receipt of purchase order and/or signed contract by both parties. Delivery in accordance with AIP Handbook 5100.38D.

\*\*\*\* Price must include delivery to Anderson County Fleet Services located at Michelin Blvd., Anderson, S.C.

# Anderson County Purchasing Department Bid Tabulation

BID# 19-042 Historic McCants Gym Re-roof

	Vendor	TOTAL COST
1	Turnkey Roofing	\$251,750.00
2	Benton Roofing	\$255,000.00
3	Land Roofing	\$374,000.00
4	J.A. Piper	\$358,457.00
5	WNC Roofing	\$277,300.00
6	Allcon Roofing	\$588,000.00
7	Pickens Roofing	\$312,972.00
8	Cannon	NR
9	Tera-Systems	NR
10	Slate Commercial Roofing	NR
11	Roofing Plus	NR
12	USA Energy Savers	NR
13	Davco Roofing	NR
14	Duro-Last	NR

	Vendor	TOTAL COST
15	Bonedry Roofing	NR
16	Summit BSR	NR
17	Roofers Supply	NR
18	Dach Enterprises	NR
19	LaFave's Construction	NR
20	IRC Roof	NR
21	CSS Enterprises	NR
22	Lloyd Roofing	NR
23	Tecta America	NR
24	C E Bourne	NR
25	Family Roofing	NR
26	Lazer	NR
27	Glenn Constructors	NR
28		
	<b>AWARD TO:</b>	





**DESIGN SOUTH  
PROFESSIONALS, INC.**

engineers architects planners

**'29 YEARS OF RESPONSIVE SERVICE'**

March 7, 2019

*By Email*

Mr. Robert E. Carroll  
Anderson County  
Central Services Director/Purchasing Manager  
101 South Main Street, Room 115  
Anderson, South Carolina 29622

Re: ***Historic McCants Roof Replacement  
Bid Evaluation  
Project No. 1847***

Dear Robert:

On February 28, 2019 at 11:30 a.m. bids were received, opened, and read aloud at the office of Anderson County Central Services Director. Twenty-seven firms were qualified to offer bids for the project, and seven of these firms responded. An Anderson County Purchasing Department Bid Tabulation Sheet, BID#19-042 Historic McCants Gym Re-roof, is attached.

Based on the level of interest demonstrated during the bidding process by the bidders involved, and our review and evaluation of all bids received, we believe that the bids are both competitive and responsive for the work contemplated. The apparent low bidder was Turn Key Roofing LLC with a Total Bid Price of \$251,750.

Based upon our review of the bids received, verification of contractor's license, and discussions with Turn Key Roofing LLC regarding their understanding of the project we recommend award of the project with a contract amount of \$251,750 to Turn Key Roofing LLC for the Historic McCants Roof Replacement.

We appreciate this opportunity of responding to your needs and look forward to working with Anderson County towards the successful completion of this project. Should you have any questions, concerns, or require additional information, please do not hesitate to contact us.

Sincerely yours,

Design South Professionals, Inc.

Tim Mac Hazelbaker, AIA

TMH:ala  
Enclosures

## SOLICITATION OFFER AND AWARD FORM

<b>ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624</b>		
<b>REQUEST FOR SOLICITATIONS, OFFER AND AWARD</b>		
<b>*****Solicitation Information*****</b>		
1. SOLICITATION: # 19-042	<b>Brief Description:</b>	
2. ISSUE DATE: <i>January 31, 2019</i>	Re-Roof of the Historic McCants Gymnasium located at 105 S. Fant Street in Anderson, S.C.	
3. FOR INFORMATION CONTACT: <i>r Carroll</i>	(SEE SCOPE OF WORK & SPECIFICATIONS)	
5. <b>SUBMIT BID TO:</b> Anderson County Purchasing Department 101 South Main Street, Room 115 Anderson, S.C. 29624 Attn: Bid # 19-042	A <u>mandatory pre-bid meeting</u> will be held on Thursday, February 14 <sup>th</sup> at 10:00 A.M. Interested parties should meet at the front entrance of the Gymnasium located at 105 S. Fant Street, Anderson, S.C.	
6. Submission Deadline: <i>Date: Thursday, February 28, 2019</i> <i>Time: 11:30 A.M.</i>		
7. Submit Sealed Bid		
8. Firm Offer Period: Bids submitted shall remain firm for a period of Sixty calendar days from date specified in block 6.		
<b>Offer (To be completed by Bidder)</b>		
9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise
10. <b>Additional Information:</b> In compliance with above, the undersigned agrees, if this proposal is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.		
11. Bidder's name and address (Type or print):  <i>Turn Key Roofing LLC</i> <i>231 Market St</i> <i>Anderson SC 29624</i>		12. Name & Title of Person Authorized to sign the Bid. (Type or Print):  <i>Leah W. Winton</i>
c-mail: <i>Leah@turnkeyroofing.net</i> Telephone # <i>864 241 8133</i> Fax # <i>888 779 4710</i> Federal Identification #: <i>[REDACTED]</i>		13. Bidder's Signature & Date  <i>[Signature]</i> <i>2/28/19</i>
<b>AWARD (To be completed by Anderson County)</b>		
14. Total amount of award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: <i>Robert E. Carroll</i>	17. Signature:	18. Award date:

SECTION III

Bid Form

Name of Party submitting the Bid: Turn Key Roofing LLC

To: Purchasing Manager for Anderson County

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

Bid: Re-Roof of the Anderson County Historic McCants Gymnasium

Bid No.: 19-042

ITEM	Est. Qty.	UNIT	UNIT PRICE	TOTAL
Re-Roof of the Anderson County Historic McCants Gymnasium	1	L/S	\$ 251,750	\$ 251,750

\* See Scope of Work

Each individual bid item shall be determined from visiting the work site, reviewing the plans and specifications and all other portions of the bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Contractor's Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, permanent and temporary construction signs, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Contractor's Agreement and all Bid Documents, whether or not expressly listed or designated. It is understood that each item is estimated and quantities may change and that the final bill will reflect actual quantities in place per the unit priced of that bid item.



# MEMORANDUM

ANDERSON COUNTY FLEET

**SERVICES**

**DATE:** 03/04/2019

**TO:** Administration, Finance

**FROM:** Joe Stone, Fleet Services

**SUBJECT:** 20113 Donation

I am asking to start the process of donating a turn in unit to the town of Honea Path. The town requested if a pickup truck became available that we consider donating the unit to their Animal control department. The truck value is estimated at \$4,000 dollars and the Mayor has inspected the unit already. The truck is a 2003 Chevy Pickup with approximately 200,000 miles. Attached is a photo of the unit.

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA  
**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org





# MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2



**Joe Stone Anderson County Fleet Manager**

**Tommy Dunn**  
Chairman, District 5

**Craig Woolen**  
Council District 1

**Tom Allen**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Ken Waters**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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



February 20, 2019

Mr. Rusty Burns  
County Administrator  
PO Box 8002  
Anderson, SC 29622-8002

Re: County Building in Belton

Mr. Burns,

We have just learned that the building owned by the Anderson County (Silhouette's) located in Belton, #TMS 225-01-08-001 has been vacated by the occupant.

The City of Belton would be very interested in using this building if Anderson County has no immediate need for it. The location of this building and what we could use it for would be a vital asset to downtown Belton.

We would eventually like to move the Farmers Market to the downtown area at this location to enhance our downtown area. Currently it could benefit us by the following uses;

1. Parking and Command Post for events that are held downtown.
2. Office space for event planner or information center.
3. Police department staging area for visibility. We could allow Anderson County deputies a place to do paperwork or to stage during shifts.

These are just a few of the possible uses that would benefit the City of Belton if we could acquire this building.

We always enjoy working with Anderson County and partnering with you with you on these ideas that benefit everyone in Belton.

Sincerely,

Alan Sims  
City Administrator

Anderson Appraisals, Inc.  
2810 E. North Avenue  
Anderson, SC 29625  
864-225-0222 (Fax) 864-231-7767

Summary Appraisal

---

Limited Intended Use/User Report

March 8, 2019

County Of Anderson  
101 S. Main Street Room 115  
Anderson, SC 29624

RE: None  
101 Breazeal Street  
Belton, SC 29627  
File No. 005/19  
Case No.

Dear Robert Carroll:

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

101 Breazeal Street, Belton, SC 29627

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of March 5, 2019 is:

\$ 60,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: Ken Walker

SUMMARY APPRAISAL

LIMITED INTENDED USE/USER REPORT

Ken Walker  
SC - CG 531



### Mill Town Players New Sign Budget

EXPENSES		
Sign with installation	St. Clair Signs	\$25,185.24
Asphalt removal	Whaley Asphalt Inc	\$700.00
Asphalt prep for curb	Whaley Asphalt Inc	\$1,690.00
Concrete curb and sidewalk	Whaley Asphalt Inc	\$4,150.00
Electrical work	Tony Kellett	\$800.00
Fill Dirt	?	\$600.00
Mulch	?	\$150.00
TOTAL		\$33,275.24

FUNDING			
ATAX Grant Award 12-3-15	Anderson County	\$3,000.00	
Cindy Wilson Appropriation 12-22-1	Anderson County	\$2,000.00	
Anonymous		\$10,000.00	
Betty and Ernie Lathem		\$1,000.00	
Town of Pelzer		\$1,200.00	P.O. Box 427, Pelzer, SC 29669
Town of West Pelzer		\$1,200.00	30 Main Street, West Pelzer, SC 29669
Town of Williamston		\$1,200.00	PO Box 70, Williamston, SC 29697
Giving Tuesday Fundraiser	Facebook fundraiser	\$1,129.00	
Bill and Cheryl Moorhead		\$100.00	1017 Cox Road Anderson, SC 29621
Bev and Bob Howard		\$100.00	9 Landsdown Ave Greenville, SC 29601
Lillian Darby		\$1,000.00	318 Pimlico Rd, Greenville, SC 29607
Bill and Penny Schriver		\$1,000.00	2906 Rambling Path, Anderson, SC 29621
Terry Garrison		\$1,000.00	PO Box 1028, Easley, SC 29641
Fred Dodson		\$500.00	3 Whilden Dr, Williamston, SC 29697
George and Yvonne Bryant		\$100.00	3187 Greenville Hwy, Easley, SC 29640
Bobby and Randee Childress		\$100.00	333 Highway 17, Piedmont, SC 29673
Austin and Katie Bartee		\$100.00	256 Ridgewood Dr, Waterloo, SC 29384
Ann and Kim Furr		\$100.00	200 King Circle, Easley, SC 29640
Harold Metzel		\$100.00	1433 Trailhead Ct, Greenville, SC 29617
Pat and Lindsey Funchess		\$100.00	324 Hobson Rd, Anderson, SC 29621
Perry Holcombe		\$100.00	303 Arrowhead Trail, Easley, SC 29642
Fleming and Garland Mattox		\$100.00	15 Halidon Rd, Greenville, SC 29607
Janice and Roy Moore		\$50.00	224 E. Shallowstone Rd, Greer, SC 29650
Peggy Bodie		\$50.00	111 Shannon Dr, Pendleton, SC 29670
Howard and Sarah Cockrill		\$50.00	324 Coventry Rd, Kensington, CA 94707
Judy Mennel		\$50.00	117 Baybrooke Lane, Anderson, SC 29621
Vernon and Peggy McCurry		\$50.00	114 Merrifield Dr, Greenville, SC 29615
Barry Loftis		\$30.00	300 Windemere Way, Anderson, SC 29625
Cynthia Bunton		\$25.00	1911 Easley Hwy, Piedmont, SC 29673
Anthony and Valeria Rozakos		\$25.00	115 Hillside Church Rd, Fountain Inn, SC 29644
Phoebe Rollins		\$25.00	524 Brighton Circle, Easley, SC 29642
Karen and Robert Sareault		\$10.00	28 Magnolia Crest Dr, Simpsonville, SC 29681
Patricia W. Stanford		\$200.00	117 Loudwater Dr, Anderson, SC 29621
Nick and Robyn Walker		\$100.00	111 Bree Dr, Anderson, SC 29621
James and Sandra Cain		\$100.00	104 Rainwood Dr, Simpsonville, SC 29681
Roy and Ann Young		\$75.00	178 Holliday Rd, Six Mile, SC 29682
Lonnie and Doris Littlejohn		\$25.00	505 Emily Lane, Piedmont, SC 29673
Terri and Bryan Pyle		\$100.00	134 Forest Lake Dr, Simpsonville, SC 29681
Donald and Mary Ann Bunton		\$1,000.00	905 Beaverdam Rd, Williamston, SC 29697
Cheryl Bedenbaugh		\$50.00	11601 C R Koon Hwy, Prosperity, SC 29127
Patricia D. Compton		\$50.00	111 Chipwood Lane, Greenville, SC 29615
William R. and Carol Phillips		\$500.00	1 Dolphin Pond Lane, Fountain Inn, SC 29644
TOTAL		\$27,794.00	

PAYMENTS			
Asphalt removal	Whaley Asphalt Inc	\$700.00	8/7/2017
50% down	St. Clair Signs	\$12,686.14	9/19/2018
Power rack, permit	Tony Kellett	\$800.00	12-11-18 check 3138
Asphalt work to run power	Whaley Asphalt Inc	\$1,690.00	2-15-19 check 3225
TOTAL		\$15,876.14	

As of 2-11-19, \$5,481.24 is needed to cover the cost of the sign.



# Public Safety Committee Agenda

## Committee Members:

The Honorable Ray Graham, Chairman

The Honorable Craig Wooten

The Honorable Jimmy Davis

**Monday March 18, 2019**

**Historic Courthouse- 2<sup>nd</sup> Floor**

Conference Room

**Chairman S. Ray Graham, Presiding**

1. **Call to Order** Chairman S. Ray Graham
2. **Invocation and Pledge of Allegiance:**
3. **Intergovernmental Agreement with Town of Pelzer and Anderson County Sheriff's Office**
4. **Discussion concerning Small Unmanned Aircraft Safety and Privacy Issues**
  - a. What is the FAA for?
  - b. What can the County do?
5. **Citizens Comments**
6. **Adjournment:**

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

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V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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





# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** March 5, 2019

**TO:** Lacey Croeger  
Executive Clerk to Council

**FROM:** Tim Cartee  
Subdivision Administrator

**CC:** Holt Hopkins, Alesia Hunter

**SUBJECT:** Hunt Meadows Subdivision Phase I

---

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their March 19, 2019 Meeting.

This will add 2,352 feet of paved roads to the county maintenance system.

**Developer:** Saint Paul Properties, LLC  
**Location:** Three & Twenty Road, Hunt Road  
**County Council District:** 6  
**Roads:** Upland Drive, North Harvest Moon Way, North Meadows Lane

Please feel free to contact me at (260-4719) if you need more information.

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** February 28, 2019

**TO:** Alesia Hunter  
Development Standards

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** Hunt Meadows Phase 1

---

To the best of my ability, I certify that there are no known drainage issues in **Hunt Meadows Phase 1**. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. This phase of this subdivision is now eligible to be considered for acceptance into the county maintenance system. This will add 2,352 feet of paved roads to the county maintenance system.

District: 6

Location: Hunt Meadows Subdivision (Phase 1)

Roads: **Upland Drive (P-02-0240), North Harvest Moon Way (P-02-0241),  
and North Meadows Lane (P-02-0243)**

**Tommy Dunn**  
Chairman, District 5

**Craig Wooten**  
Council District 1

**Brett Sanders**  
Council District 4

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Ray Graham**  
V. Chairman, District 3

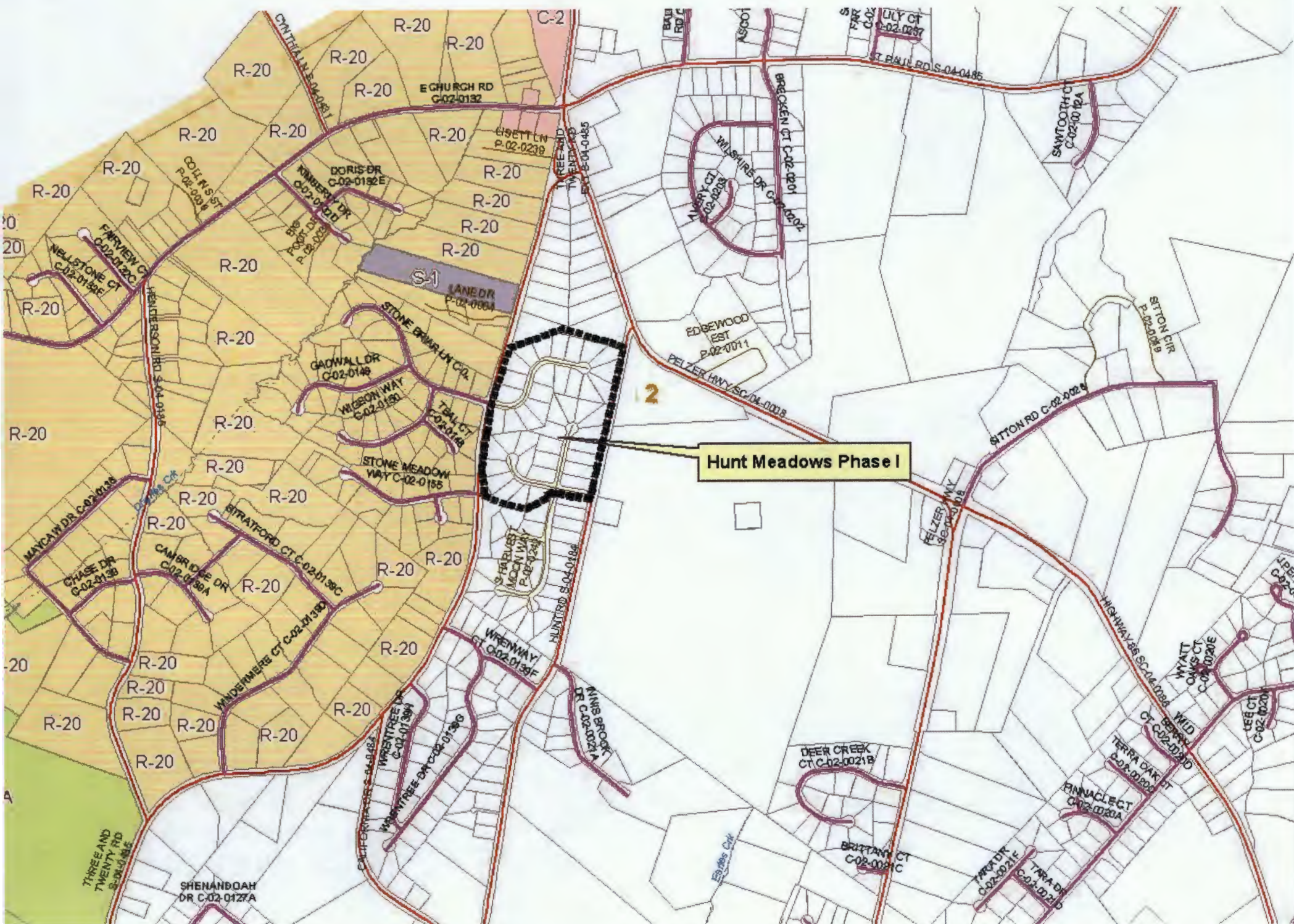
**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

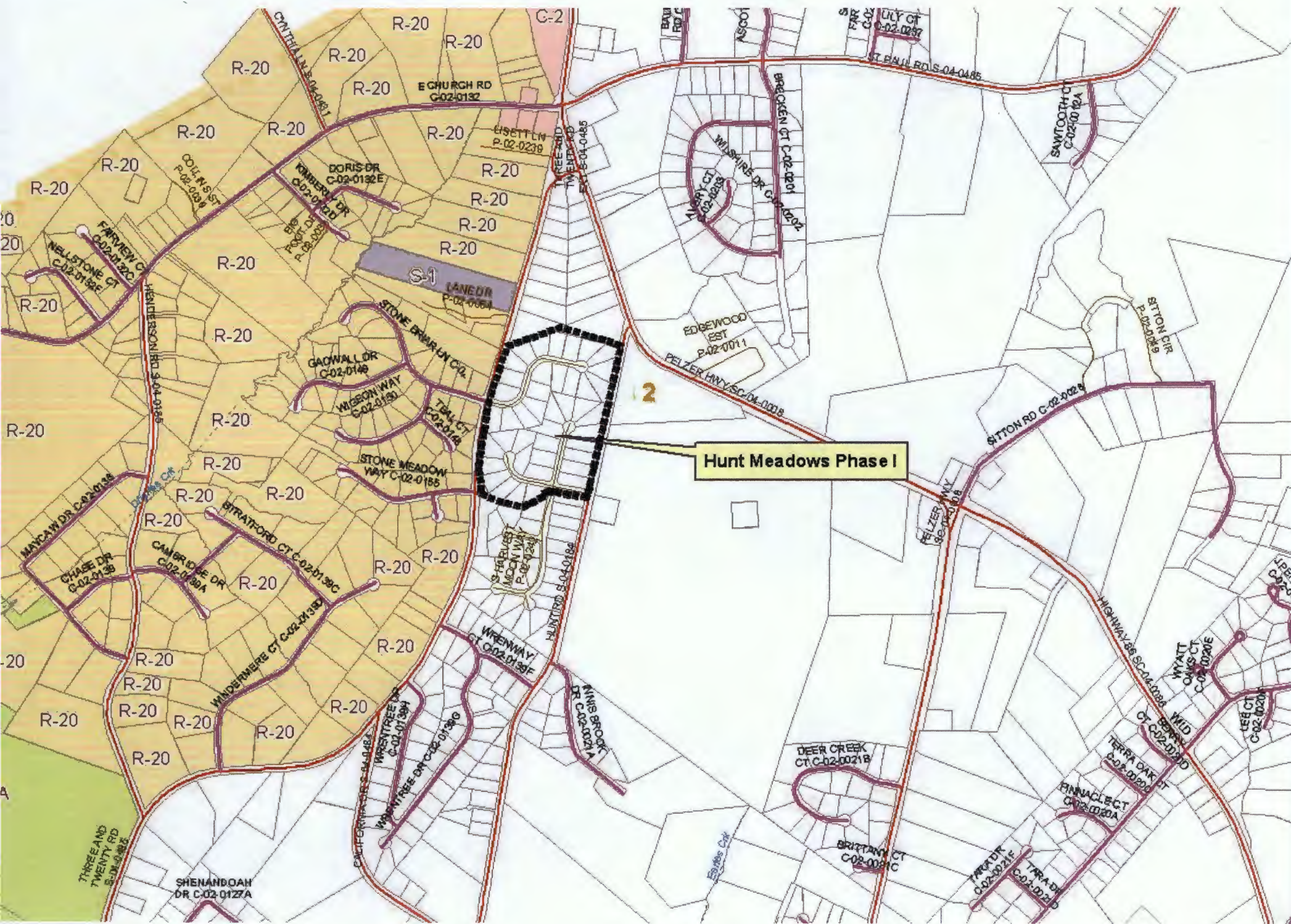
**Lacey Croegaert**  
Clerk to Council

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









**RECREATION FUND APPROPRIATIONS  
APPLICATION FORM**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: ALL

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:

**Leadership Anderson Class 35 Tiny Home Fund  
Foothills Community Foundation**

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$15,000.00 total**

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

**Leadership Anderson Class 35, which is a voluntary leadership development organization through the Anderson Area Chamber of Commerce, is utilizing their personal recreational time and resources in a meaningful way by organizing the constructions of the first "tiny home" built in the city limits of Anderson. The home will be located at 308 E. Street, just across the street from the E Street Community Garden, which is a recreational space for nearby residents that the class will also spend time improving. Once construction is completed, The LOT Project, a local non-profit, will take ownership of the tiny home. They will use the home as a transitional home for a chronically homeless individual. The class has already, in a short period of time, raised funds to purchase the parcel; sought and obtained approval of the architectural plans from the City of Anderson; and sought and obtained official approval from The LOT Project's board of directors. The requested funds would be used to purchase building materials.**

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

5. Contact Person: **Kevin Capell**

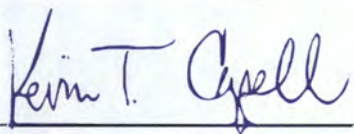
Mailing Address: **129 N. Main St. Suite 200, Anderson, SC 29621**

Phone Number: **864-226-3454**

Email: **kcapell@andersonschamber.com**

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

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

  
\_\_\_\_\_  
Signature

/ Kevin T. Capell  
\_\_\_\_\_  
Print Name

03/11/2019  
\_\_\_\_\_  
Date



South Carolina Secretary of State Mark Hammond

# Business Entities Online

File, Search, and Retrieve Documents Electronically

## FOOTHILLS COMMUNITY FOUNDATION

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

### Important Dates

Effective Date: 02/05/1999

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

### Registered Agent

Agent: ROBERT N. RAINEY

Address: 907 NORTH MAIN STREET SUITE 201  
ANDERSON, South Carolina 29621

### Official Documents On File

Filing Type	Filing Date
Change of Agent or Office	01/21/2011
Incorporation	02/05/1999

# Business Entities Online

File, Search, and Retrieve Documents Electronically

## L.O.T. PROJECT, THE

### Corporate Information

**Entity Type:** Nonprofit

**Status:** Good Standing

**Domestic/Foreign:** Domestic

**Incorporated State:** South Carolina

### Important Dates

**Effective Date:** 05/13/2009

**Expiration Date:** N/A

**Term End Date:** N/A

**Dissolved Date:** N/A

### Registered Agent

**Agent:** MATTHEW BEASLEY

**Address:** 302 WEST MARKET STREET  
ANDERSON, South Carolina 29624

### Official Documents On File

Filing Type	Filing Date
Amendment	07/30/2009
Incorporation	05/13/2009

For filing questions please contact us at 803-734-2158

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## Lacey A. Croegaert

---

**From:** Kevin Capell <[kcapell@andersonscchamber.com](mailto:kcapell@andersonscchamber.com)>  
**Sent:** Tuesday, March 12, 2019 9:13 AM  
**To:** Lacey A. Croegaert  
**Subject:** Recreation Fund Appropriations Application - Leadership Anderson Class 35 Tiny Home  
**Attachments:** The LOT Project Entity Profile - Business Entities Online - S.C. Secretary of State.pdf;  
Anderson Tiny Home -Recreation Fund Appropriations Application Form.pdf

Good Morning,

You will find attached the Recreation Fund Appropriation Application Form submitted on behalf of the Leadership Anderson Class 35 Tiny Home Project. I have also attached the Evidence of Good Standing regarding the Non-profit the class is working with.

I would ask that the application be submitted for processing for next Tuesday council meeting.

If you have any questions or need additional information please let me know.

Regards,

Kevin



**Kevin Capell**  
Vice President  
**Anderson Area Chamber of Commerce**

p: [864-226-3454](tel:864-226-3454), Ext. 104  
w: [andersonscchamber.com](http://andersonscchamber.com)  
e: [kcapell@andersonscchamber.com](mailto:kcapell@andersonscchamber.com)  
a: [129 North Main St., Suite 200 Anderson, SC 29621](http://129%20North%20Main%20St.,%20Suite%20200%20Anderson,%20SC%2029621)

Follow us:



## RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All Districts 1, 2, 3, 4, 5, 6, 7

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: Westside Community Center

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

\$2,000

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

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

5. Contact Person: Ms. Bea Thompson

Mailing Address: 1100 West Franklin Street, Anderson, SC 29624

Phone Number: 864/260/1093

Email:

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

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

\_\_\_\_\_  
Signature

Bea Thompson  
Print Name

March 6, 2019  
Date

South Carolina Secretary of State Mark Hammond

# Business Entities Online

File, Search, and Retrieve Documents Electronically

## WESTSIDE COMMUNITY CENTER, INC. THE

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

### Important Dates

Effective Date: 08/12/1992

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

### Registered Agent

Agent: HDQRTRS

Address: 1111 SOUTHWOOD ST  
ANDERSON, South Carolina 29624

### Official Documents On File

Filing Type	Filing Date
Amendment	02/17/1993
Incorporation	08/12/1992



**RECREATION FUND APPROPRIATIONS  
APPLICATION FORM**

**WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: **Three, Councilman Ray Graham****

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:  
**Alan Sims on behalf of the Belton Alliance**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$2,000.00**
3. The purpose for which the funds are being requested:  
**To assist with the expenses to host the SC Chili Cookoff**
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.  
**Yes, statement is attached**
5. Contact Person: **Matt Lusk**  
Mailing Address: **PO Box 190 Belton, SC 29627**  
Phone Number: **864-940-3111**  
Email: **mattl@superioreng.com**
6. Statement as to whether the entity will be providing matching funds:  
**Yes, bills will be submitted for report**

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

	<b>Alan Sims</b>	<b>3/15/2019</b>
Signature	Print Name	Date

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

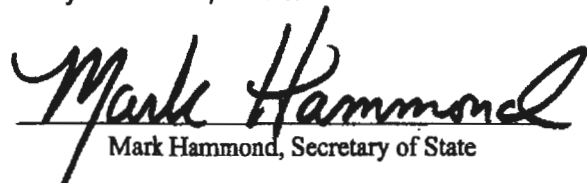
## **Certificate of Incorporation, Nonprofit Corporation**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

BELTON ALLIANCE, INC,  
a nonprofit corporation duly organized under the laws of the State of South Carolina on February 18th, 2014, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed a Declaration and Petition for Incorporation of a nonprofit corporation for Religious, Educational, Social, Fraternal, Charitable, or other eleemosynary purpose.

Now, therefore, I Mark Hammond, Secretary of State, by virtue of the authority in me vested by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
7th day of March, 2014.

  
Mark Hammond, Secretary of State

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## BELTON ALLIANCE, INC

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

### Important Dates

Effective Date: 02/18/2014

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

### Registered Agent

Agent: ROBERT C. DANIEL

Address: 253 MAHAFFEY STREET  
BELTON, South Carolina 29627

### Official Documents On File

Filing Type	Filing Date
Incorporation	02/18/2014

## RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: 4

Mail/Email/Fax to:  
Anderson County Council Clerk  
P. O. Box 8002  
Anderson, SC 29622  
lacroegaert@andersoncountysc.org  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation: LaFrance Elementary, Riverside Middle and Pendleton High School Archery Teams/Anderson School District Four
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): (See #3) We need a total of \$20,000 to make this opportunity possible for our student-athletes from both teams. Any help towards this total would be greatly appreciated.
3. The purpose for which the funds are being requested: The LES, RMS and PHS Archery Teams will be competing in the SC National Archery in the Schools State Tournament in just a few weeks. From this tournament, the team will look to travel to Louisville, KY to compete in the NASP National Tournament. Although Anderson School District Four is very supportive of the NASP program and the teams, we still have to raise most of the funds for our travel, accommodations and meals. If for some reason we do not qualify for the national tournament, we will use the funds to continue to grow the program, replenish our equipment and cover other costs incurred from providing equipment and shirts for unprivileged team members.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: Jeff Terry  
Mailing Address: PO Box 487 LaFrance, SC 29656  
Phone Number: (M) (864)353-7661 (W) (864)403-2359
6. Statement as to whether the entity will be providing matching funds: Yes

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

 / Jeff Terry / March 12, 2019  
Signature Print Name Date

## Lacey A. Croegaert

---

**From:** Jeff Terry <jterry@anderson4.org>  
**Sent:** Tuesday, March 12, 2019 11:09 AM  
**To:** Brett Sanders  
**Cc:** Lacey A. Croegaert  
**Subject:** National Archery Tournament

Mr. Sanders,

Anderson School District 4 has been participating in the National Archery in the Schools Program, which is overseen by SCDNR in SC, for approximately twelve years in our physical education classes. After a few years and under advisement of SCDNR, we decided to start archery teams at each school. We have had tremendous success throughout the years locally, statewide and nationally. Here is a couple of weeks, we will be competing for another state championship in Sumter at the SC NASP State Tournament. The state tournament serves as a national qualifier for the NASP National Tournament in Louisville, KY on May 9-11. In order to attend this event, which we have always qualified for, it is a huge undertaking to raise the funds necessary for accommodations, meals and registrations for the teams. Last year, we were able to provide each archer (68 total), a room, their meals and pay for their registration fee with their parents only needing to cover transportation and their personal meals. I have attached the Recreation Fund Appropriations request form with the hopes the council can support us in the effort of raising the funds for our student-athletes. Thank you for serving our district and county, and I look forward to hearing from you soon.



Scanned from a Xerox Multifunction Printer.pdf

--

Coach Jeff Terry  
PE Teacher  
LaFrance Elementary School  
Archery Team Coach for LES, RMS & PHS

---

DISCLAIMER PLEASE NOTE: Email is provided to employees for the instructional and administrative needs of the district. E-mail correspondence to/from a district e-mail account may be considered public information and subject to release under the South Carolina Freedom of Information Act or pursuant to subpoena. Any files transmitted with this email are confidential and intended for the use of the individual or entity to whom they are addressed. If you are not the named addressee, you should not disseminate, distribute, retain, or copy this email or any attachments contained therein. If you have received this email in error, please delete and notify the sender immediately.

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Anderson County School District 4  
Pendleton, SC

ATTN: James Davis -

RECREATION FUND APPROPRIATIONS  
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 6

Mail/Email/Fax to:

Anderson County Council Clerk

P. O. Box 8002

Anderson, SC 29622

lacroegaert@andersoncountysc.org

Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:

Piedmont Crime Watch

2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$ 300.00

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

Marketing Material, Community Out Reach

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

NO

5. Contact Person: Edith West  
Mailing Address: 511 Osteen Ave Rd. Piedmont, S.C. 29673  
Phone Number: 864-350-2088  
Email: Ede143@charter.net

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

NO

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

Edith West, Edith West 3-8-2019  
Signature Print Name Date



## **Lacey A. Croegaert**

---

**From:** Steve Newton  
**Sent:** Wednesday, March 13, 2019 2:45 PM  
**To:** Lacey A. Croegaert  
**Cc:** Rusty Burns  
**Subject:** Backup for agenda item  
**Attachments:** ESG Support Letters.pdf

Lacey,

Family Promise of Anderson County and United Housing Connections (UHC) have both requested letters of support for their Emergency Service Grant (ESG) program applications. The ESG program provides funding aimed at managing homelessness.

Family Promise seeks funds to continue programming at its day center as well as the ten church congregations that are part of its network. This organization is locally-based and serves all of Anderson County.

UHC seeks funding to continue its intake, referral, and diversion service programs as well as maintenance for its Homeless Management Information Services. UHC covers all upstate counties, but I have checked their client data and can verify that Anderson County citizens are receiving a duly proportional share of services based on population.

The programs being supported by the ESG program are already in existence and have previously received ESG funding with the county's endorsement in previous years, No requests are being made to us for direct funding for these programs, merely an indication of our support for the service in the community.

Please place this item on the agenda for the upcoming County Council meeting. Feel free to include this email as a cover letter to accompany the draft support letters contained in the attachment. Thanks!

Steve Newton  
Governmental Affairs Director  
Anderson County Administrator's Office  
(864) 260-1010





## ADMINISTRATOR'S OFFICE

### CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

I, Rusty Burns, Anderson County Administrator, duly authorized to act on behalf of the County of Anderson, hereby approve the following project(s) proposed by United Housing Connections which is (are) to be located in the County of Anderson, SC:

Homeless Prevention and Intake/Referral- United Housing Connections is applying for Emergency Solutions Grant Program funds for the US Department of Housing and Urban Development to provide diversion and retention services for individuals and families living in Anderson County, SC who are at-risk for homelessness. This program/position works to identify existing resources and housing opportunities to prevent citizens from becoming homeless and where possible, obtain housing through Rapid Rehousing (RRH), Youth Transitional Housing, and low-income housing assistance.

HMIS (Homeless Management Information System)- A database that connects citizens experiencing homelessness with housing and services as quickly as possible. United Housing Connections is the lead agency responsible for maintaining this database. HMIS allows Upstate homeless service providers quick access to those who need housing across the region.

BY: Rusty Burns, Anderson County Administrator

\_\_\_\_\_  
(Signature)

3/13/2019  
(Date)

#### ADMINISTRATION DIVISION

**Rusty Burns | County Administrator**

O: 864-260-4031 | F: 864-260-4548 | [rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)  
Historic Courthouse | 101 South Main Street, Anderson SC 29624

PO Box 8002, Anderson, South Carolina 29622-8002 | [www.andersoncountysc.org](http://www.andersoncountysc.org)



## ADMINISTRATOR'S OFFICE

### CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

### CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

I, Rusty Burns, Anderson County Administrator, duly authorized to act on behalf of the Anderson County Government hereby approve the following projects proposed by Family Promise of Anderson County, located at a Day Center on 204 N Highland Ave., Anderson SC, 29621 and at ten congregations across Anderson County.

Family Promise runs a shelter program for homeless families and single women without children. Shelter is provided in the ten congregations across Anderson County. Each week a different host church sets up three rooms to serve as shelter bedrooms for the shelter guests. The host congregations welcome the families, provide them dinner and breakfast, and supervise the shelter guests overnight. During the day, Family Promise staff work with the shelter guests to secure employment, child care, and other necessary components to become self-sufficient. Additionally, staff from local banks provide budgeting counseling to shelter guests. 80% of Family Promise graduates remain stably housed. Using churches both involves the community in responding to homelessness and keeps expenses low by using existing church buildings instead of paying rent and upkeep for a shelter building.

BY: Rusty Burns, Anderson County Administrator

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
3/13/2019

(Date)

#### ADMINISTRATION DIVISION

**Rusty Burns | County Administrator**

O: 864-260-4031 | F: 864-260-4548 | [rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)  
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**Anderson County Building & Codes**  
**Monthly Activity Report**  
**Feb-19**

<b>Total Number Permit Transactions:</b>	<b>646</b>	
<b>New Single Family:</b>	<b>51</b>	
<b>New Multi-Family:</b>	<b>6</b>	
<b>Residential Additions/Upgrades:</b>	<b>8</b>	
<b>Garages/Barns/Storage:</b>	<b>20</b>	
<b>New Manufactured Homes:</b>	<b>10</b>	
<b>New Commercial:</b>	<b>2</b>	
<b>Commercial Upfits/Upgrades:</b>	<b>7</b>	
<b>Courtesy Permits/Fees Waived:</b>	<b>3</b>	<i>(See Attached)</i>

**Inspection Activity:**

<b>Citizens Inquiries:</b>	<b>53</b>	<i>(Includes updating Sub-Standard Cases)</i>
<i>(New &amp; Follow Up; Includes Sub-Standard Housing/Mobile Homes)</i>		
<b>Tall Grass Complaints (New and Follow Ups):</b>		
<b>Number of Scheduled Building Inspections Performed (# of Site Visits):</b>	<b>749</b>	
<b>Courtesy, Site and Miscellaneous Inspections:</b>	<b>17</b>	
<b>Manufactured Home Inspections:</b>	<b>72</b>	
<b>Total Number of Inspections (Site Visits) for Department:</b>	<b>891</b>	

**Reviews/Misc. Activity:**

<b>Plans Reviewed:</b>	<b>209</b>	<i>(Includes preliminary consultations, resubmittals and solar)</i>
<b>Mech/Elec/Plumb Reviews:</b>	<b>36</b>	<i>(Includes residential solar)</i>
<b>New Derelict Manufactured Home Cases:</b>	<b>0</b>	
<b>Hearings:</b>	<b>4</b>	
<b>Court Cases:</b>	<b>0</b>	

**Revenue Collected:**

<b>Reinspection Fees Collected:</b>	<b>\$400.00</b>
<b>Plan Review Revenue:</b>	<b>\$3,310.30</b>
<b>Total Revenue For The Month:</b>	<b>\$59,684.00</b>



**F.W. DODGE BUILDING STATISTICS**

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

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

For the month of:

**Feb-19****ANDERSON COUNTY BUILDING & CODES**

P.O. Box 8002

ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits  
☐ Merged with another system  
☐ Split into two or more systems  
☐ Annexed land areas  
☐ Had other changes

PLEASE RETURN THE WEEK OF:

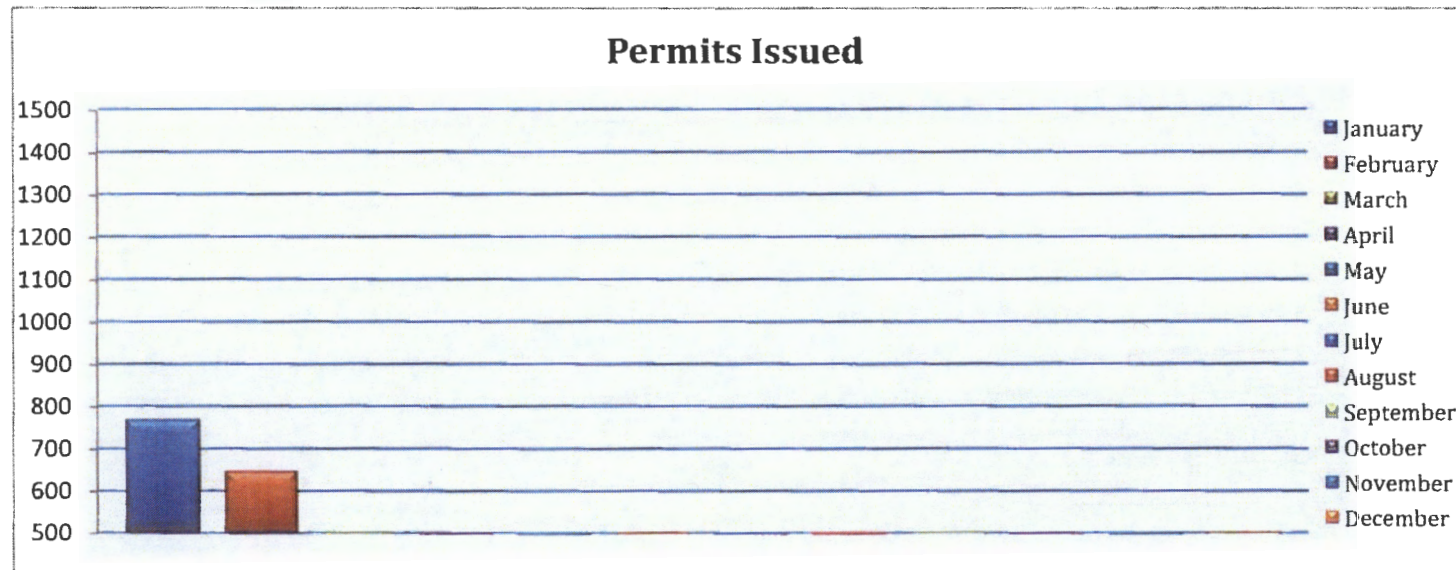
If **NO PERMITS** were issued during this period, mark (X) and return this form

Section 1		NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction	Number of		Valuation of Construction
				Buildings	Housing Units	Omit cents	Buildings	Housing Units	Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>			101	51	51	\$9,919,938			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters			102	6	6	855,648			
Two-family buildings			103						
Three-and four-family buildings			104						
Five-or-more family buildings			105						
<b>TOTAL: Sum of 101-105</b>			109	57	57	\$10,775,586	0	0	\$0.00
Section 2		NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction	Number of		Valuation of Construction
				Buildings	Housing Units	Omit cents	Buildings	Housing Units	Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>			213						
Other non-housekeeping shelter			214						
Section 3		NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction	Number of		Valuation of Construction
				Buildings	Housing Units	Omit cents	Buildings	Housing Units	Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational			318						
Churches and other religious			319						
Industrial			320						
Parking garages (buildings & open decked)			321						
Service stations and repair garages			322						
Hospitals and institutional			323						
Offices, banks, and professional			324	1		\$27,850			
Public works and utilities			325	1		\$135,000			
Schools and other educational			326						
Stores and customer services			327						
Other nonresidential buildings			328	12		\$388,880			
Structures other than buildings			329	11		\$389,956			
Section 4		ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction	Number of		Valuation of Construction
				Buildings	Housing Units	Omit cents	Buildings	Housing Units	Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential - <i>Classify additions of garages and carports in Item 438</i>			434	8		\$540,530			
Nonresidential and non-housekeeping			437	7		\$1,006,092			
Additions of residential garages and carports (attached and detached)			438	8		\$174,957			
Section 5		DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
				Number of		Valuation of Construction	Number of		Valuation of Construction
				Buildings	Housing Units	Omit cents	Buildings	Housing Units	Omit cents
			(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-family houses (attached and detached)			645	2					
Two-family buildings			646						
Three-and four-family buildings			647						
Five-or-more family buildings			648						
All other buildings, structures or mobile homes			649	4					

## Anderson County Building & Codes

### Permits Issued for 2019

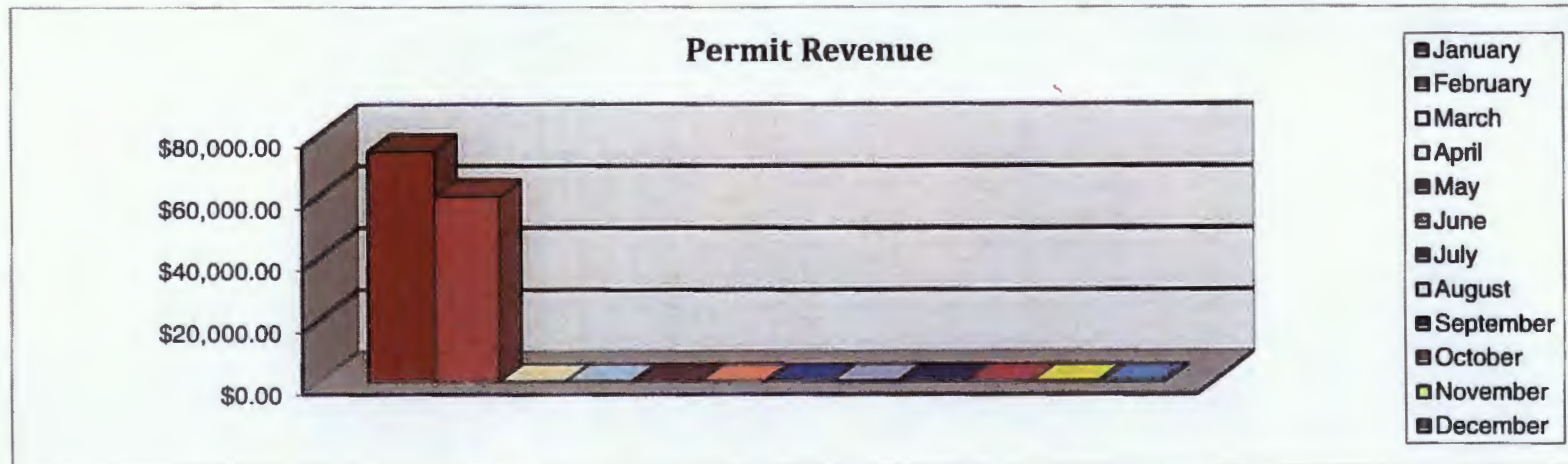
<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
<b>January</b>	178	185	121	133	86	17	10	39	769
<b>February</b>	181	154	95	102	64	6	6	38	646
<b>March</b>	0	0	0	0	0	0	0	0	0
<b>April</b>	0	0	0	0	0	0	0	0	0
<b>May</b>	0	0	0	0	0	0	0	0	0
<b>June</b>	0	0	0	0	0	0	0	0	0
<b>July</b>	0	0	0	0	0	0	0	0	0
<b>August</b>	0	0	0	0	0	0	0	0	0
<b>September</b>	0	0	0	0	0	0	0	0	0
<b>October</b>	0	0	0	0	0	0	0	0	0
<b>November</b>	0	0	0	0	0	0	0	0	0
<b>December</b>	0	0	0	0	0	0	0	0	0
<b>Total</b>	359	339	216	235	150	23	16	77	1415





## Anderson County Building & Codes Permit Revenue for 2019

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$43,648.80	\$11,291.00	\$5,620.00	\$7,895.00	\$1,891.20	\$675.00	\$150.00	\$3,141.50	<b>\$74,312.50</b>
February	\$33,766.00	\$10,541.00	\$4,332.50	\$5,455.00	\$1,534.20	\$270.00	\$75.00	\$3,710.30	<b>\$59,684.00</b>
March	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
April	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
May	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
June	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
July	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
August	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
November	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
December	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
<b>Total</b>	<b>\$77,414.80</b>	<b>\$21,832.00</b>	<b>\$9,952.50</b>	<b>\$13,350.00</b>	<b>\$3,425.40</b>	<b>\$945.00</b>	<b>\$225.00</b>	<b>\$6,851.80</b>	<b>\$133,996.50</b>



BCR021  
REQUESTED BY: TEDOWDY

ANDERSON COUNTY BUILDING CODES  
CENSUS REPORT FOR 2/01/2019 TO 2/28/2019  
COURTESY PERMITS

8:31:48 3/01/19 PAGE 1

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
=====				
MOD 702	COURTESY PERMIT/NO CHARGE			
201905320	2/04/2019	1,000.00	WILLIAMSTON TOWN OF	POWER FOR POCKET PARK
201905480	2/22/2019	21,700.00	RES SOUTH CAROLINA HOLDINGS LLC	ARTHREX PHASE I PUMP HOUSE
201905493	2/25/2019	1.00	PENDLETON LAND HOLDINGS LLC	ORTEC/BOILER INSTALL
TOTALS:	3	22,701.00		



March 13, 2019

DISTRICT 1 - SPECIAL PROJECTS  
001-5829-001-241  
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,259.43
			To YMCA during budget process	(2,500.00)
7/10/2018	7/18/2018	61880	Anderson YMCA (Midnight Flight)	(5,000.00)
8/7/2018	8/22/2018	62900	American Red Cross - Upstate Chapter	(1,500.00)
8/21/2018	8/29/2018	63255	Anderson Life Crisis Center	(1,500.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(8,000.00)
10/16/2018	10/31/2018	65863	SC Genealogical Society	(500.00)
11/7/2018	11/14/2018	66278	Anderson Free Clinic	(4,000.00)
11/7/2018	11/14/2018	66454	Anderson YMCA	(3,000.00)
12/4/2018	12/12/2018	67331	Outdoor Dream Foundation	(1,500.00)
1/8/2019	1/23/2019	68763	GAMAC	(1,500.00)
2/19/2019	2/27/2019	70210	Meals on Wheels (Connector Run)	(500.00)

SUB-TOTAL 1,759.43

Committed:

3/5/2019	Cancer Association of Anderson	(100.00)
3/5/2019	Anderson Voices for Animals	(100.00)

Ending Balance 1,559.43

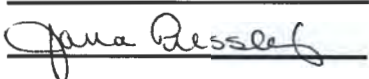
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: \_\_\_\_\_

DATE: March 13, 2019




March 13, 2019

DISTRICT 2 - SPECIAL PROJECTS  
001-5829-002-241  
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	10,041.23
8/7/2018	8/22/2018	62912	Anderson Jet Track Club	(1,000.00)
8/7/2018	8/22/2018	62978	Friends of Broadway Lake	(1,500.00)
8/7/2018	8/22/2018	63061	Shepherd Guild	(1,000.00)
8/21/2018	8/29/2018	63303	Concerned Citizens for the Eastside	(600.00)
9/6/2018	9/12/2018	63872	City of Anderson Recreation (Assist District 2 citizens with scholarship programs)	(1,500.00)
10/16/2018	10/31/2018	65753	Calvary Home for Children (Halloween, Thanksgiving and Birthday Activities)	(1,000.00)
10/16/2018	10/31/2018	65827	New Foundations (Halloween and Thanksgiving)	(1,000.00)
11/20/2018	12/5/2018	67011	Empowerment Resource Fund (Men at Work)	(10,000.00)
11/20/2018	12/5/2018	67066	New Foundation Home for Children	(1,000.00)
11/20/2018	12/5/2018	67106	SC Dogs Therapy Group	(1,000.00)
11/20/2018	12/5/2018	67112	Shalom	(1,000.00)
10/16/2018	11/30/2018	8059 - Treas	Anderson Chapter National Federation of the Blind (Christmas Dinner)	(1,000.00)
12/18/2018	1/9/2019	68260	Shalom	(1,000.00)
1/22/2019	1/30/2019	69068	Friends of Sadler's Creek State Park	(1,000.00)
2/5/2019	2/13/2019	69614	City of Anderson Recreation (Programs for Seniors and Children)	(2,000.00)
2/5/2019	2/13/2019	8075 - Treas	Dove Catering (Valentine Banquet for Seniors)	(667.80)
2/19/2019	2/27/2019	70116	Alpha Kappa Alpha Sorority (Scholarship assistance)	(500.00)
2/19/2019	2/27/2019	70224	Palmetto Knights ( Athlete Fighters Competition)	(1,000.00)
SUB-TOTAL				12,273.43
 <u>Committed:</u>				
8/15/2017			Games for Rehab Center	(341.23)
2/5/2019			Senior Citizen Valentine Luncheon	(1,332.20)
3/5/2019			Generation 4	(1,000.00)
Ending Balance				9,600.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE: \_\_\_\_\_

DATE: March 13, 2019

March 13, 2019

DISTRICT 3 - SPECIAL PROJECTS  
001-5829-003-241  
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	136.54
7/10/2018	7/20/2018	1001	Transfer to District 5	(2,000.00)
7/10/2018	7/18/2018	61881	Anderson YMCA (Midnight Flight)	(300.00)
7/10/2018	7/18/2018	61735	Distinguished Young Women of Anderson County	(200.00)
7/10/2018	7/18/2018	61780	Leverette-Thomas American Legion (Insurance on Bldg.)	(1,300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(200.00)
8/21/2018	8/29/2018	63249	Anderson Co 4-H (Clemson Coop)	(500.00)
8/21/2018	8/29/2018	63252	Anderson Jets Track Club	(500.00)
8/21/2018	8/29/2018	63255	Anderson Life Crisis Center	(1,500.00)
8/21/2018	8/29/2018	63272	Belton Area Museum	(1,000.00)
8/21/2018	8/29/2018	63341	Homeland Park Fire Department	(1,500.00)
8/21/2018	8/29/2018	63346	Iva Community Improvements Assoc	(700.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(1,500.00)
9/4/2018	9/12/2018	63840	Anderson School District 2	(700.00)
9/4/2018	9/7/2018	9033 JE	Parker Bowie	(2,250.00)
9/4/2018	9/12/2018	64001	Shalom (Annual Bike Ride)	(800.00)
9/4/2018	9/12/2018	64053	WLS Foundation	(250.00)
9/18/2018	9/26/2018	64429	Anderson Free Clinic	(500.00)
9/18/2018	9/26/2018	64443	Belton Center of Arts	(500.00)
10/2/2018	10/17/2018	65216	Anderson District 3 ( Crescent Elite Shooters)	(500.00)
10/16/2018	10/31/2018	65863	SC Genealogical Society	(200.00)
11/20/2018	12/5/2018	66984	City of Belton	(2,500.00)
12/4/2018	12/12/2018	67331	Outdoor Dream Foundation	(500.00)
2/5/2019	2/13/2019	69726	Starr Athletic Association	(4,000.00)
2/5/2019	2/13/2019	69657	Hejaz Shriners	(750.00)

SUB-TOTAL 5,486.54

Committed:

Ending Balance 5,486.54

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE: \_\_\_\_\_

Jana Pressley, Assistant Finance Manager

DATE: March 13, 2019



March 13, 2019

DISTRICT 4 - SPECIAL PROJECTS  
001-5829-004-241  
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	9,606.99
7/10/2018	7/18/2018	61882	Anderson YMCA (Midnight Flight)	(300.00)
7/10/2018	7/18/2018	61736	Distinguished Young Women of Anderson County	(300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(200.00)
8/21/2018	8/29/2018	63249	Anderson Co 4-H (Clemson Coop)	(500.00)
8/21/2018	8/29/2018	63255	Anderson Life Crisis Center	(500.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(2,000.00)
9/4/2018	9/12/2018	63832	Anderson Cavaliers Athletic Program	(300.00)
9/4/2018	9/12/2018	63835	Anderson County Humane Society	(300.00)
9/4/2018	9/12/2018	64001	Shalom (Annual Bike Ride)	(1,000.00)
9/4/2018	9/12/2018	64053	WLS Foundation	(250.00)
9/18/2018	9/26/2018	64429	Anderson Free Clinic	(500.00)
10/2/2018	10/17/2018	65216	Anderson District 3 ( Crescent Elite Shooters)	(500.00)
10/2/2018	10/17/2018	65100	Townville Recreation	(4,000.00)
11/6/2018	11/14/2018	66362	Anderson Lights of Hope	(500.00)
12/4/2018	12/12/2018	67331	Outdoor Dream Foundation	(1,000.00)
2/19/2019	2/27/2019	70224	Palmetto Knights ( Athlete Fighters Competition)	(500.00)

SUB-TOTAL 26,956.99

Committed:

3/5/2019	Pendleton Farmers Society	(5,000.00)
3/5/2019	Cancer Association of Anderson	(100.00)
3/5/2019	Anderson Voices for Animals	(100.00)

Ending Balance 21,756.99

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE: \_\_\_\_\_



Jana Pressley, Assistant Finance Manager

DATE: March 13, 2019

March 13, 2019

DISTRICT 5 - SPECIAL PROJECTS

001-5829-005-241

FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	11,394.77
			To YMCA during budget process	(2,500.00)
7/10/2018			Transfer From District 3	2,000.00
7/10/2018	7/18/2018	61737	Distinguished Young Women of Anderson County	(300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(200.00)
8/21/2018	8/29/2018	63249	Anderson Co 4-H (Clemson Coop)	(500.00)
8/21/2018	8/29/2018	63255	Anderson Life Crisis Center	(1,500.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(2,000.00)
9/4/2018	9/12/2018	63832	Anderson Cavaliers Athletic Program	(300.00)
9/4/2018	9/12/2018	63836	Anderson County Humane Society	(500.00)
9/4/2018	9/12/2018	64001	Shalom (Annual Bike Ride)	(1,500.00)
9/18/2018	9/26/2018	64429	Anderson Free Clinic	(2,000.00)
9/18/2018	9/18/2018	JE 9039	Transfer to Roads and Bridges (Homeland Park Fire)	(6,557.74)
10/16/2018	10/31/2018	65863	SC Genealogical Society	(466.98)
11/6/2018	11/13/2018	Transfer 1014	Transfer to Civic Center - Cavaliers Football	(1,110.00)
11/6/2018	11/14/2018	66362	Anderson Lights of Hope	(1,000.00)
12/4/2018	12/12/2018	67331	Outdoor Dream Foundation	(1,500.00)
12/18/2018	1/18/2019	JE 9082	Parks Dept. - Equinox Park	(2,500.00)
12/18/2018	1/18/2019	JE 9082	Parks Dept. - Wellington Park	(1,250.00)
1/22/2019	2/6/2019	69366	Foothills Alliance	(1,500.00)
2/5/2019	2/13/2019	69645	Friends of Sadler's Creek State Park	(1,500.00)
2/5/2019	2/13/2019	69723	Sons of Confederate Veterans	(500.00)
2/5/2019	2/13/2019	69658	Hejaz Shriners	(750.00)

SUB-TOTAL

13,460.05

Committed:

3/5/2019	Cancer Association of Anderson	(100.00)
3/5/2019	Anderson Voices for Animals	(500.00)

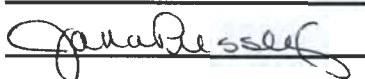
Ending Balance

12,860.05

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE:



Jana Pressley, Assistant Finance Manager

DATE: March 13, 2019

March 13, 2019

DISTRICT 6 - SPECIAL PROJECTS  
001-5829-006-241  
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	1,194.45
7/10/2018	7/18/2018	61738	Distinguished Young Women of Anderson County	(500.00)
8/21/2018	8/29/2018	63292	CESA - Tri County	(3,000.00)
8/21/2018	8/29/2018	63389	Powdersville High (Fishing Team)	(500.00)
8/21/2018	8/29/2018	63391	Powdersville YMCA	(5,000.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(1,000.00)
9/18/2018	9/26/2018	64558	Powdersville League of Athletic Youth (Mower and turf accessories)	(5,000.00)
9/18/2018	9/26/2018	64558	Powdersville League of Athletic Youth (Ball fields and Gym rental)	(5,000.00)
2/5/2019	2/7/2019	JE 9095	Saluda River Rally	(1,500.00)

SUB-TOTAL 9,694.45

Committed:


3/5/2019 Cancer Association of Anderson (100.00)

Ending Balance 9,594.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE: \_\_\_\_\_



Jana Pressley, Assistant Finance Manager

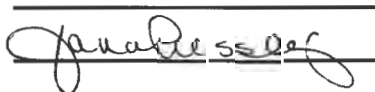
DATE: March 13, 2019

March 13, 2019

DISTRICT 7 - SPECIAL PROJECTS  
001-5829-007-241  
FY Ended June 30, 2019

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2018 - 2019	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	300.00
7/10/2018	7/18/2018	61707	Caroline Community Center	(5,000.00)
7/10/2018	7/18/2018	61739	Distinguished Young Women of Anderson County	(300.00)
7/10/2018	7/18/2018	61874	Widows Watchman Ministries	(2,000.00)
8/7/2018	8/22/2018	62912	Anderson Jet Track Club	(300.00)
8/7/2018	8/22/2018	63079	Town of Honea Path (Fire & EMS)	(5,000.00)
8/21/2018	8/29/2018	63249	Anderson Co 4-H (Clemson Coop)	(500.00)
8/21/2018	8/29/2018	63382	Pelzer Heritage Commission	(3,500.00)
8/21/2018	8/29/2018	63403	Salvation Army of Anderson County	(1,000.00)
9/4/2018	9/12/2018	63840	Anderson School District 2	(500.00)
9/4/2018	9/12/2018	64001	Shalom (Annual Bike Ride)	(300.00)
8/21/2018	9/26/2018	64605	Town of West Pelzer	(2,500.00)
9/18/2018	9/26/2018	64508	Honea Path Free Clinic	(2,500.00)
10/16/2018	10/31/2018	65863	SC Genealogical Society	(250.00)
10/16/2018	10/31/2018	65894	Town of Honea Path (Senior Citizens)	(250.00)
11/6/2018	11/14/2018	66362	Anderson Lights of Hope	(250.00)
10/16/2018	N/A	N/A	Cheddar Youth Center (Released 11/20/18)	0.00
11/6/2018	12/5/2018	67135	Town of Pelzer (check voided)	
2/5/2019	2/7/2019	JE 9095	Saluda River Rally	(1,000.00)
SUB-TOTAL				5,150.00
<u>Committed:</u>				
11/6/2018			ACOG Grant administering for Town of Pelzer	(5,000.00)
Ending Balance				150.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Lacey Croegaert, Clerk to Council

Jana Pressley, Assistant Finance Manager

DATE:

DATE: March 13, 2019



## All Project Report - February 28, 2019

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04

Prepared by: Sherry McGraw  
Date

Certified by: Neil Carney

Date \_\_\_\_\_

Committed	\$2,270,840.04
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AVAILABLE	\$2.00
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		Projects/Towns-Cities/Other			
Approved Date	Project	Scope	Appropriated Amount	Total Spent to Date	Completion Date
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$0.00	
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$0.00	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$0.00	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$0.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$0.00	
08/21/18	School District Road in D6	Paving	\$20,000.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$60,000.00	\$0.00	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$0.00	
		Totals:	\$2,270,840.04	\$315,000.00	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$0.00	
Oakridge Court	1	CS/Pave	\$18,908	\$0.00	
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	
Plantation Road	4	CIPR	\$51,000	\$0.00	
Branch Road	4	CIPR	\$86,288	\$0.00	
Valley Drive	4	CIPR	\$43,144	\$0.00	
Meadow Road	4	CIPR	\$51,584	\$0.00	
Governor's Boulevard	1	FDR/Pave	\$171,024	\$0.00	
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$0.00	
Winding Creek Road	7	CIPR/Pave	\$73,901	\$0.00	
Creekside Court	7	CIPR/Pave	\$14,425	\$0.00	
Crossridge Lane	7	CIPR/Pave	\$17,224	\$0.00	
Old Oak Trail	7	CIPR/Pave	\$21,092	\$0.00	
Grove Road	2/3	Pave	\$142,944	\$0.00	
Shirley Drive	2	Pave	\$175,467	\$0.00	
Airlie Road	3/5	FDP/ST/FS	\$243,293	\$0.00	
Firetower Road	6/4	FDP/ST/FS	\$142,982	\$0.00	
Old Webb Road	5	FDP/Pave	\$184,905	\$0.00	
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$0.00	
Cely Lane	6	FDP/Pave	\$244,679	\$0.00	
			\$1,976,215	\$0.00	



## ANDERSON COUNTY SHERIFF'S OFFICE February Metrics 2019

Uniform Patrol	
Average Daily Calls for Service	217
Total Calls for Services	8,057
Total Number of Incident Reports	1,211
Total Number of Arrests	342
Total Number of "Domestic" Incidents	63
Total Number of "Unlawful Conduct Towards a Child" Reports	8

Detention Center	
Average Daily Population	381
Average Daily Population Capacity Percentage	153.0%
Total Number of Meals Served	31,404
Litter Crew: Total Miles Cleaned/Cleared	25
Litter Crew: Total Number of Trash Bags Processed	1,668
Litter Crew: Total Number of Tires Removed	223

Communications Center	
Average Daily Calls for Service	964
Total Calls for Assistance	26,993

Animal Control	
Average Daily Calls for Service	24
Total Calls for Service	658
Total Number of Animals Collected/Transported	146
Total Number of State Tickets/Arrest Warrants	5
Total Number of County Ordinance Tickets/Warnings Issued	20/171
Traffic Stops/Reports Written	11/29

Forensics	
Total Individual Analysis Completed	3,355
Total Number of Evidence Pieces Collected	910
Total Number of Evidence Pieces Processed	294
Total Number of CSI Calls	141
Total Number of Photos Taken	4,408
Total Number of Finger Prints Collected	87

Records and Judicial Order	
Total Number of Civil Papers Received	1,068
Total Number of Civil Papers Served	1,232
Total Number of Warrants Received	253
Total Number of Warrants Served	206