



**AGENDA
ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING**

April 20, 2021 at 5:30 PM
Carolina Wren Park
111 E. Whitner Street, Anderson, South Carolina 29624
Chairman Tommy Dunn, Presiding

1. **CALL TO ORDER:**
2. **RESOLUTIONS/ PROCLAMATION**
 - A. **R2021-016** A Resolution to recognize and honor the 2021 3A state champion Belton-Honea Path wrestling team; and other matters related thereto.
 - B. **R2021-017** A Resolution to recognize and honor the 2021 4A state champion Westside High School Lady Rams basketball team; and other matters related thereto.
3. **ADJOURNMENT:**

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

vacant
Council District 2

Ray Graham
Council District 3

Jimmy Davis
Council District 6

Cindy Wilson
Council District 7

Lacey Croegaert
Clerk to Council

Rusty Burns
County Administrator

**AGENDA
ANDERSON COUNTY
Tuesday, April 20, 2021 at 6:30pm
Anderson County Historic Courthouse
101 South Main Street, Anderson, South Carolina 29624
Chairman Tommy Dunn, Presiding**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Ms. M. Cindy Wilson
March 16, 2021
3. **APPROVAL OF MINUTES** April 6, 2021
Agenda Matters only
4. **CITIZENS COMMENTS:**
5. **PRESENTATION -Ms. Mochak** Ms. Gwendolyn Mochak (allotted 10 minutes)
6. **TRAIL PROJECT** Mr. Holt Hopkins (allotted 5 minutes)
7. **ORDINANCE THIRD READING:**
 - a. **2021-015:** An ordinance authorizing the execution and delivery of a Fee in Lieu of Tax Agreement and an Infrastructure Finance Agreement by and between Anderson County, South Carolina and E & I Engineering USA Corporation (The "Company") with respect to certain Economic Development property in the County whereby such property will be subject to certain payments in Lieu of Taxes, and the Company will receive certain infrastructure Credits in respect of investment in related Infrastructure. (Project Switch)
PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT
Mr. Burriss Nelson (allotted 5 minutes)
 - b. **2021-016:** An Ordinance to amend Section 38-331 of the Code of Ordinances, Anderson County, South Carolina so as to add a new subsection (g) to address the period of time of final plat approval for completion of improvements.
PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT
Chairman Tommy Dunn (allotted 5 minutes)



- c. **2021-017:** An Ordinance to amend Section 66-43 of the Code of Ordinances, Anderson County, South Carolina so as to add a new subsection (h) to address the time period for completion of the sewer system extension.

PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT

Chairman Tommy Dunn (allotted 5 minutes)

8. ORDINANCE SECOND READING:

- a. **2021-018:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson county, South Carolina and [Project B4] with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2021-020:** An Ordinance to amend Section 2-632 of the Code of Ordinances, Anderson County, South Carolina so as to establish the membership, meeting requirements, and procedure of the purchasing review panel; and other matters related thereto.

Mr. Brett Sanders (allotted 5 minutes)

- c. **2021-021:** An Ordinance to amend section 10-63 of the Code of Ordinances, Anderson County, South Carolina, so as to establish the membership meeting requirements, and procedure of the construction board of adjustment and appeals; and other matter related thereto.

Mr. Brett Sanders (allotted 5 minutes)

- d. **2021-022:** An Ordinance to amend section 30-81, 30-82, and 30-83 of the Code of Ordinances, Anderson, South Carolina so as to dissolve the emergency medical services advisory committee by deleting these sections of the Code of Ordinances and reserving these sections for future use; and other matters related thereto.

Mr. Brett Sanders (allotted 5 minutes)

- e. **2021-024:** An Ordinance to approve the Ground Lease Agreement between Anderson County, South Carolina and TCTC Research Foundation, LLC for location of an asphalt research and laboratory at 1428 Pearman Dairy Road Facility owned by Anderson County; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- f. **2021-025:** An Ordinance to approve a governmental real estate lease between Anderson County, South Carolina and Tri-County Technical College Enterprise Campus Authority for a portion of the building located at 1428 Pearman Dairy Road for an Enterprise Campus; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

9. ORDINANCE FIRST READING:

- a. **2021-026:** 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 known to the county at this time as [Project Greenlight] 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.

Burriss Nelson (allotted 5 minutes)

- b. **2021-027** an Ordinance to approve a sublease agreement between Anderson County, South Carolina and Lake Hartwell Development Group, LLC for the River Forks Recreation area on Lake Hartwell at 705 River Forks Road, Anderson, SC; and other matters related thereto.

Burriss Nelson (allotted 5 minutes)

- c. **2021-0028** An Ordinance to approve a sublease agreement between Anderson County, South Carolina and Lake Hartwell Development Group, LLC for the Weldon Island recreation area on Lake Hartwell at 1200 Andersonville Road, Townville, S.C.; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2021-029** An Ordinance authorizing pursuant to title 12, chapter 44 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of one or more incentive agreements, by and between Anderson County, South Carolina and Project Mullet, as sponsor, and one or more existing or to-be-formed or acquired subsidiaries, or affiliated or related entities and certain sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive and certain special source revenue credits; authorizing the expansion of the boundaries of a multi county park to include the project; to enter into any other necessary agreements with the sponsor to effect the intent of this ordinance; and other related matters.

Mr. Burriss Nelson (allotted 5 minutes)

10. RESOLUTIONS:

- a. **2021-018** A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of a section of Mitchell Road designated as C-06-0010; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- b. **2021-019** A Resolution expressing intent to cease county maintenance on and to authorize county consent to judicial abandonment and closure of Hatten Road designated as C-17-0022; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- c. **2021-020** A resolution authorizing the execution and delivery of an inducement agreement by and between Anderson county, south Carolina and [Project Greenlight], whereby, under certain conditions, Anderson county will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby project/company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

Mr. Burriss Nelson (allotted 5 minutes)

- d. **2021-021** Identifying a project to satisfy the requirements of title 12, chapter 44 of the South Carolina Code, so as to allow investment expenditures incurred by a company identified by the county as Project Mullet, its affiliates and related entities, to qualify as expenditures eligible for a fee-in-lieu of taxes arrangement with Anderson County, South Carolina; committing to negotiate a fee-in-lieu of ad valorem taxes agreement



between Anderson County and project mullet including the provision of special source revenue credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- e. **2021-022** A Resolution to approve a partial release of indenture on property owned by KIDKO, LLC on Masters Boulevard with TMS No. 126-00-01-011; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

11. BID APPROVAL :

- a. Stonehaven Sewer Package

12. EXECUTIVE SESSION

Discussion of contractual matter regarding airport terminal.

13. REPORT FROM PPW COMMITTEE MEETING

Ms. M. Cindy Wilson (allotted 5 minutes)

14. REQUESTS BY COUNCIL:

- a. Crescent High School Anglers-District 3
- b. City of Belton-District 3
- c. Safe Harbor-All Districts

15. ADMINISTRATORS REPORT:

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

16. CITIZENS COMMENTS:

17. REMARKS FROM COUNCIL:

18. ADJOURNMENT:

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

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

RESOLUTION 2021-016

A RESOLUTION TO RECOGNIZE AND HONOR THE 2021 3A STATE CHAMPION BELTON-HONEA PATH WRESTLING TEAM; AND OTHER MATTERS RELATED THERETO.

WHEREAS, amateur wrestling represents the ultimate synthesis of individual accomplishment and team success; and,

WHEREAS, the Belton-Honea Path High School wrestling team has a long-standing tradition of success, having won four state team championships entering the 2021 season; and,

WHEREAS, the 2021 BHP Bears were on a quest to return to the 3A state dual meet championships and compete for their first state title since 2012; and,

WHEREAS, showing the grit and determination for which the team has become known, the Bears fought their way back to the state duals, where they scored decisive wins over Mid-Carolina, Union County, and West-Oak on their way to a showdown with Gilbert High School in the championship match; and

WHEREAS, the Bears emerged victorious, claiming their fifth team state championship on the strength of a convincing 53 to 21 victory over Gilbert; and,

WHEREAS, BHP was also well-represented in the individual meets for state championships in the various weigh classifications, with three of its wrestlers taking home titles and an additional three finishing in second place; and,

WHEREAS, individual state titles were won by Cooper Strickland at 106 pounds, JoJo Morris at 126 pounds, and Easton Brannon at 138 pounds;

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council hereby congratulates the Belton-Honea Path wrestling team and coaching staff on their "return to glory". We also congratulate those team members who excelled in competition in their respective weight classifications, and we thank Head Coach Chris Strickland for the pride and success he has brought to our community. We wish all of you great success in your future endeavors, and we take pride of your achievements.

RESOLVED in a meeting duly assembled this 20th day of April, 2021.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Ray Graham
District Three

Brett Sanders, Vice-Chair
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

M. Phyllis White
Assistant Clerk to Council

RESOLUTION 2021-017

A RESOLUTION TO RECOGNIZE AND HONOR THE 2021 4A STATE CHAMPION WESTSIDE HIGH SCHOOL LADY RAMS BASKETBALL TEAM; AND OTHER MATTERS RELATED THERETO.

WHEREAS, preseason observers had modest expectations the 2021 Westside High Lady Rams basketball team, predicting them to finish as only the second-best team in Region 1-4A and declining to include them in the statewide 4A Top 10 rankings; and,

WHEREAS, working under a team philosophy that emphasized defense and focused on challenging each of their opponents' offensive possessions, the Lady Rams far exceeded the expectations that others had for them by recording 20 wins in the regular season and earning a top-ten spot in the state 4A Girls Basketball rankings; and,

WHEREAS, in postseason play the Lady Rams avenged a regular-season loss to the Greenville High Lady Raiders in the Class 4A Upper State Regional tournament and then defeated Travelers Rest to advance to the 4A state championship game; and,

WHEREAS, living up to their team motto of "Defense Wins Championships", the Lady Rams defeated North Myrtle Beach High School by a score of 44-30 in the state championship game on March 4th, 2021; and

WHEREAS, standout guard/forward Destiny Middleton was named to the 4A All-State team and was selected as the MVP in the state championship game; and,

WHEREAS, guard Aziyah Bell and forward Branya Pruitt were named to the 1-4A All-Region Team; and,

WHEREAS, Lady Rams Head Coach Jackie Roberts was recognized as the 1-4A Coach of the Year;

NOW, THEREFORE, BE IT RESOLVED that the Anderson County Council recognizes the players and coaching staff of the Westside High School Lady Rams for their hard work, commitment, and unwavering belief in what they could achieve together. We congratulate you on earning the title of 4A Girls Basketball State Champions and wish you great success in all of your future endeavors. We, as a community, take pride of your achievements.

RESOLVED in a meeting duly assembled this 20th day of April, 2021.

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Ray Graham
District Three

Brett Sanders, Vice-Chair
District Four

Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

M. Phyllis White
Assistant Clerk to Council

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING
MARCH 16, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
JOHN WRIGHT
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON

1 TOMMY DUNN: ... part of our meeting
2 of March 16th to order. I'd like to welcome each and
3 every one of you here tonight. Thank y'all for coming.
4 We'll get started.

5 Our first order of business is Resolutions/
6 Proclamations 2(a) R2021-007. This is a resolution
7 from Councilman Ray Graham and Ms. Wilson. Ms. Wilson.
8 Hang on a minute, Ms. Wilson.

9 CINDY WILSON: I don't know if I'm on or
10 not.

11 TOMMY DUNN: Are you on now? You're
12 on now.

13 CINDY WILSON: Good. I want to welcome
14 all of our Belton/Honea Path people. What a great,
15 cheerful looking group.

16 This is a resolution to honor and recognize the
17 Belton-Honea Path Varsity Cheerleaders as the 2020
18 South Carolina State AAA Competitive Cheer Champions,
19 and other matters related thereto.

20 Whereas, through hard work, dedication, team work
21 and precise attention to detail under the leadership of
22 head coach Stephanie Cooley Hughes and assistant
23 coaches Missy Krieger and Makayla Anderson, the BHP
24 Varsity Cheerleaders competed in an undefeated season;
25 and

26 Whereas, on December 10, 2020 the BHP Cheerleaders
27 traveled to Brookland-Cayce High School to compete in
28 the Upper State and Regional Cheer Championships.
29 During the competition, the team scored 320 points,
30 receiving the title of Region I Upper State Champions
31 and qualifying them for a chance to compete in the
32 State Cheer Championships; and

33 Whereas, on Saturday, December 19, 2020, the BHP
34 Cheerleaders traveled to the Florence Center in
35 Columbia, South Carolina to compete in the 2020 South
36 Carolina Competitive Cheer State Championships. The
37 team demonstrated detailed routines that displayed the
38 team's cohesiveness, thus out-performing their
39 competition with an overall score of 282, earning the
40 recognition as 2020 South Carolina State AAA
41 Competitive Cheer Champions; and

42 Whereas, Anderson County Council wishes to commend
43 the Belton-Honea Path Varsity Cheerleaders for being
44 outstanding ambassadors, reflecting true pride to their
45 community and setting an example for their peers to
46 emulate. We are extremely proud of the team winning
47 the 2020 AAA South Carolina State Championship
48 Competitive Cheerleading. We would like to wish each
49 of you great success in all of your future endeavors.

50 RESOLVED in meeting duly assembled this 16th day of

1 March 2021. May Mr. Graham and I put that in the form
2 of a motion.

3 TOMMY DUNN: Have a motion by Ms.
4 Wilson; second by Mr. Graham. Any discussion? Mr.
5 Graham.

6 RAY GRAHAM: Yes, Mr. Chairman. I
7 just want to commend each and every one of you guys for
8 your accomplishment on this. You know, when you're
9 able to participate in the sports in the high school
10 level, the gratification you bring before yourself as
11 far as the achievements on winning state championships
12 and also just the character it builds as far as
13 preparing you for life as adults. You guys are our
14 future leaders. And it's a great pleasure to see the
15 accomplishments that you guys have made this year,
16 especially with what our nation has went through with
17 COVID. But Anderson County has been blessed with some
18 state champions this years across the board. So it's
19 really been great to see this. But definitely want to
20 congratulate each and every one of you guys for your
21 accomplishment.

22 TOMMY DUNN: Anyone else?
23 I'd just like to echo Mr. Graham and Ms. Wilson's
24 sentiments. Appreciate y'all. Job well done. And
25 thank y'all. Y'all are representing Anderson County
26 real well. Anyone else? All in favor of the motion
27 show of hands. Opposed like sign. Show the motion
28 carries unanimously. Mr. Graham, Ms. Wilson, y'all ---
29 CINDY WILSON: May we have everyone come
30 down to the front?

31 PRESENTATION OF RESOLUTION

32 CINDY WILSON: This is proof, once
33 again, that Anderson County has the best people in the
34 world.

35 RAY GRAHAM: Again, ladies, thank
36 y'all so much, and congratulations.

37 TOMMY DUNN: We're going to move on
38 now to Proclamation 2(b), a proclamation declaring
39 March as Bleeding Disorders Month. This is from all
40 council members. And I'll ask Councilman Mr. Wright if
41 he would read this into the record for us.

42 JOHN WRIGHT: Thanks, Mr. Chairman.

43 This is a proclamation declaring March 2021 as
44 Bleeding Disorders Awareness Month in Anderson County.

45 Whereas, the Anderson County Council are proud to
46 commemorate March 2021 as Bleeding Disorders Awareness
47 Month in the State of South Carolina; and

48 Whereas, the designation will formalize and expand
49 upon the designation 35 years ago of March 1986 as
50 Hemophilia Awareness Month by President Ronald Reagan;

1 and

2 Whereas, the Federal Department of Health and Human
3 Services designated March 2016 as National Bleeding
4 Disorders Month; and

5 Whereas, multiple states and local governments
6 since 2016 have passed a proclamation/resolution
7 declaring March as Bleeding Disorders Awareness Month;
8 and

9 Whereas, bleeding disorder advocates during this
10 month wear red material around their neck, such as
11 ladies scarves and ties; and

12 Whereas, these bleeding disorders which share the
13 inability to form a proper blood clot are characterize
14 by extended bleeding after injury, surgery, trauma or
15 ministration and can lead to significant morbidity and
16 can be fatal if not treated effectively; and

17 Whereas, many individuals of hemophilia became
18 infected with HIV and hepatitis C in the 1980s due to
19 the contamination of blood supply and blood products;
20 and

21 Whereas, this awareness month in Anderson County
22 will generate greater awareness and understanding of
23 not only hemophilia, but all inheritable bleeding
24 disorders, including Von Willebrand Disease, which
25 alone impacts an estimated one percent of the U.S.
26 population, or more than 3.2 million individuals; and

27 Whereas, this awareness month will foster a greater
28 sense of community and shared purpose among individuals
29 with all inheritable bleeding disorders; and

30 Whereas, this awareness month will elevate aware of
31 and engagement in the inheritable bleeding disorders
32 journey beyond our community to the general public,
33 enabling the prevention of illness, unnecessary
34 procedures and disability.

35 NOW THEREFORE, the Anderson County Council do
36 hereby proclaim the month of March 2021 as Bleeding
37 Disorders Awareness Month in Anderson County.

38 TOMMY DUNN: Thank you, Mr. Wright.
39 Put that in the form of a month. Have a second?

40 CINDY WILSON: Second.

41 TOMMY DUNN: Second Mr. Sanders. Any
42 discussion? All in favor of the motion show of hands.
43 All opposed like sign.

44 This part of our county council presentations
45 meeting will be adjourned. We'll meet back here at
46 6:30.

47

48 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:12 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

MARCH 16, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
JOHN WRIGHT
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON

1 TOMMY DUNN: At this time I would
2 like to call the regular Anderson County Council
3 meeting of March 16, 2021 to order. I'd like to
4 welcome each and every one of you here. Thank y'all
5 for coming out tonight.

6 At this time I'd like to ask Councilman Brett
7 Sanders if he would lead us in the invocation and
8 pledge of allegiance, please. All rise.

9 **INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS**

10 TOMMY DUNN: At this time before we
11 move on, I'd like to state Anderson County is under a
12 -- has an emergency situation that has arisen. In
13 Anderson County, in our Anderson County code, section
14 2-37(f)(7) allows the county council upon two-thirds
15 vote to amend the agenda in less than twenty-four hours
16 before the meeting in emergency matters only.

17 The emergency exists because the clerk to council
18 is unable to be at work because of a medical condition.
19 The clerk to council performs a number of duties,
20 including attesting to actions of the county council,
21 taking by ordinance resolution, therefore it's
22 necessary that we appoint an assistant clerk to council
23 who can perform any action that can be performed by the
24 clerk of council.

25 Therefore, I make a motion that the county council
26 declare the emergency exists because of the absence of
27 the clerk of council, and that the council amend the
28 agenda to consider appointment of an assistant clerk of
29 council under item number 15 of the agenda. Put that
30 in the form of a motion.

31 CINDY WILSON: Second.

32 TOMMY DUNN: Second Ms. Wilson. Now
33 discussion. I just want to say this in no way
34 constitutes anything against Ms. Lacey. She's hoping
35 she'll be back. But she is -- may have to have some
36 surgery and be out and it's causing a hardship on
37 having to round up -- she has to sign certain documents
38 for economic development. And in talking to our
39 attorney and Mr. Burns, we think we need to get this
40 matter taken care of and not have to wait two weeks and
41 have to call a special meeting. Anyone else have
42 anything? Let's just keep her and her family in our
43 thoughts and prayers. Now I call for vote on the
44 motion. Show of hands. Opposed? Show the motion
45 carries unanimously with six. We need two-thirds and
46 we have that.

47 We'll be moving on now to the rest of the agenda.
48 At this time I'll ask for citizens comments. Anyone
49 who signed up the first time, you've got three minutes.
50 Please address the chair.

1 LEON HARMON: Mr. Chairman, you've got
2 minutes first.
3 TOMMY DUNN: Okay, I'm sorry. We
4 don't have no minutes is my understanding. The March
5 minutes was not received.
6 LEON HARMON: We have the February 16th
7 minutes that we did not have last meeting.
8 TOMMY DUNN: Thank you, Mr. Harmon.
9 We don't have the March 2nd minutes, not received yet.
10 We do have February 16, 2021. Does anyone have any
11 corrections to be made to those minutes; February 16,
12 2021.
13 CINDY WILSON: Mr. Chairman, may I make
14 a motion that we approve.
15 TOMMY DUNN: We have a motion, Ms.
16 Wilson makes a motion to move forward and accept the
17 minutes as is, for the record. Do we have a second?
18 JIMMY DAVIS: Second.
19 TOMMY DUNN: Second Mr. Davis. All in
20 favor of the motion show of hands. All opposed like
21 sign. Show the motion carries unanimously. Thank you,
22 Mr. Harmon.
23 Now moving on to citizens comments, item number 4.
24 You have three minutes. Please address the chair.
25 First item under discussion will be items on the agenda
26 only, please. And please state your name and your
27 district where you live, council district, for the
28 record.
29 LEON HARMON: Mr. Chairman, first
30 speaker is Cameron Powell.
31 CAMERON POWELL: (Inaudible.)
32 TOMMY DUNN: Talk on what now?
33 CAMERON POWELL: (Inaudible.)
34 TOMMY DUNN: That'll be a public
35 hearing. You ain't got to sign up for that. You're
36 fine. You can talk when we have the public hearing.
37 That'll be a public hearing and anybody can talk. You
38 ain't got to sign up for that. Okay.
39 LEON HARMON: Next speaker is John
40 Beeson.
41 TOMMY DUNN: Is he talking or you
42 talking? Which one is talking?
43 CAMERON POWELL: I'm Cameron Powell.
44 TOMMY DUNN: Okay. You said you was
45 going to talk under (b), I think. That's a public
46 hearing. We'll call for that to be that. Now if you
47 want to talk twice about it, feel free to get up here.
48 Is that plain enough?
49 CAMERON POWELL: It is, yeah.
50 (Inaudible.)

1 TOMMY DUNN: Now, do we have Mr.
2 Beeson here?
3 JOHN BEESON: Yeah.
4 TOMMY DUNN: Do you want to talk?
5 JOHN BEESON: My name is John Beeson.
6 Live at 101 Kenton Court, Simpsonville. And I work
7 with Mark III Properties. We're real estate
8 developers. We do quite a bit of developing in
9 Anderson County, have been doing it for years. And I
10 want to address item (b) in the ordinance proposal. Is
11 that permissible?
12 TOMMY DUNN: Yes, sir.
13 JOHN BEESON: I would like to bring up
14 the issue we have with the proposal of a ten thousand
15 square foot lot. We think that's something that is
16 going to be a detriment to the home buyer and the fact
17 that that's going to -- between the ten thousand square
18 foot proposal and the fifteen foot side back proposal
19 setback line. The two of those things are going to add
20 about twenty thousand dollars to a lot which we pass on
21 to the builders that we sell to. And then the builder
22 will have to pass that on to the home buyer. And it's
23 going to push many, many home buyers out of the market.
24 And the first time buyers and the move-up buyers and
25 that's the market we target. We target the two hundred
26 thousand to three hundred thousand dollar houses. And
27 this is going to up the price on it and be very
28 detrimental to housing. So I'm opposed to those two
29 items.
30 The other items in the setback we can -- the thirty
31 foot front setback and the rear setback are fine. But
32 these other two are going to cost the homeowner a
33 tremendous amount of money. And I know we don't care
34 about what everybody does in Greenville and Pickens and
35 Spartanburg County, but the side setbacks there range
36 anywhere from three and a half to five feet. And
37 Anderson is already at eight feet. And to go from
38 eight to fifteen feet is something that is going to be
39 very detrimental to housing development in the county.
40 And I'd be delighted to answer any questions you
41 would have for me.
42 TOMMY DUNN: We don't take question
43 here. This ain't a public hearing. Anything else?
44 JOHN BEESON: No, sir.
45 TOMMY DUNN: Next, Mr. Harmon.
46 LEON HARMON: Next speaker is Phillip
47 Day.
48 PHILLIP DAY: I'll wait for the public
49 hearing.
50 TOMMY DUNN: Okay.

1 LEON HARMON: Next speaker is Wesley
2 White.
3 WESLEY WHITE: Thank you, council.
4 Wesley White.
5 WESLEY WHITE: Thank you, council.
6 Wesley White. I'm in District 1. 2017 Cardinal
7 Circle.
8 I'd like to just ask -- I've said it before, but
9 just put it out on the table that we table items 5(b),
10 (c) and (e). Those all are what Mr. Beeson and several
11 others are here to speak about.
12 A couple of questions I've asked before, you know,
13 mainly what's the rush? I spoke with staff -- county
14 staff this week. I understand that they're going
15 through a full overhaul of Chapter 38. And so because
16 of that I'm still not sure why there's such a rush to
17 pull these three items out and shove them through when
18 we know they're working on a full overhaul of the
19 entire chapter. It's who's going to be harmed? I mean
20 it's not going to harm anybody to push these off and
21 wait to at a minimum that we have some additional
22 options for developers and property owners.
23 What Mr. Beeson was referring to, if these are
24 passed there's no other option. You automatically
25 raise the price of lots and houses for the buyer, with
26 no other option. There's some talk about some
27 conservation easements ordinances that are coming. We
28 still don't have a time line on those. So I just would
29 ask that maybe -- I know these are all set for public
30 hearings. That's another issue I have, having a public
31 hearing as the third reading. A lot of people see
32 third reading and they think, oh, it's a done deal.
33 It's a foregone conclusion that these are going to be
34 approved. Why do I even bother? So I have an issue
35 with having a third reading -- the public hearing at
36 the third reading. So I'd just like to ask that y'all
37 consider that. And I'll go into a little bit more
38 detail if we decide to have the public hearings going
39 forward. Thank y'all.
40 TOMMY DUNN: Next, Mr. Harmon.
41 LEON HARMON: Next speaker is Jeremy
42 Richey.
43 JEREMY RICHEY: I'll speak during the
44 public hearing.
45 LEON HARMON: Mr. Chairman, no one else
46 is signed up.
47 TOMMY DUNN: Thank you, Mr. Harmon.
48 Moving on now to item number 5(a), ordinance third
49 reading, 2020-039, an ordinance to amend section 38-
50 359, flag lots, of Anderson County code to further

1 define and clarify the circumstances for the use of
2 flag lots within Anderson County. Put this in the form
3 of a motion.

4 JIMMY DAVIS: Second.

5 CINDY WILSON: Second.

6 TOMMY DUNN: Second Mr. Davis. Any
7 discussion? Seeing and hearing none, all in favor of
8 the motion show of hands. Opposed like sign. Show the
9 motion carries unanimously.

10 Moving on to item number 5(b), 2021-009, an
11 ordinance to amend section 38-371 of the Code of
12 Ordinance of Anderson County, South Carolina regarding
13 the minimum area for lots and minimum setback
14 requirements and matters related thereto.

15 These setbacks will be fifteen on the side, fifteen
16 on the rear, but the ordinance is wrote currently to
17 change to. We're going from eight thousand to ten
18 thousand square foot lots. This will be a public
19 hearing. Anyone wishing to speak to this matter,
20 please step forward, state your name and your district
21 you live in, address the chair. You've got three
22 minutes. Public hearing.

23 CAMERON POWELL: Mr. Chairman, my name is
24 Cameron Powell. I live at 702 St. Laurent Way in
25 Simpsonville, South Carolina. I'm a builder in
26 Anderson County.

27 I am also concerned with item (b), (c) and (d) when
28 it comes to changing the lot size from eight thousand
29 to ten thousand square feet. And more specifically,
30 changing the setbacks from eight to fifteen. If we
31 look at, you know, the minimum widths right now, if
32 this change would be sixty feet. So if you were trying
33 to -- just doing that would increase the cost, like was
34 said, about twenty thousand dollars. That may be more
35 to the buyer once it gets to the end user when they
36 have a larger yard that some of them may not want.

37 But when you do that builders will then -- you
38 know, if they want to keep the price down as low as
39 possible then you're going to see maybe thirty foot
40 wide houses that would be, if you do a two-car garage,
41 then we're talking about a twenty-foot wide garage and
42 then you've got ten feet on that side for a door and a
43 living room. And that's the only way to meet the
44 requirements to keep it at sixty feet. So a forty foot
45 wide house, which is still half garage, half house,
46 would be a seventy foot lot. And if you try to do
47 something any wide that we see around the county, then
48 we're really going to struggle with that fifteen foot
49 yard setback on each side.

50 You know, it's certainly larger than what the other

1 counties require. And I think it's really going to
2 change what is built or what can be built and the
3 affordability. I'm really concerned about that.

4 So, you know, to go and do this at this time, I
5 think we should hold off and really look at what that
6 does to affordability and what that will do to future
7 product if it's put into place. So I would ask that
8 you consider what changes that would have. Builders
9 will either adopt with product to try to keep a price
10 point that people can afford or they'll go outside --
11 right outside the county and build developments where
12 people will still come use the services of the county
13 but be right outside the county. I don't think --
14 we're looking for smart growth, nice houses, but I
15 don't think this is the way to do it.

16 I'll yield the rest of my time. Thank you.

17 TOMMY DUNN: Anyone else?

18 PHILLIP DAY: Mr. Chairman, members of
19 the council, my name is Phillip Day. I live at 7
20 Hindman Dock Drive in Greenville. My partner and I,
21 Bob Barretto, have previously developed several
22 residential neighborhoods here in Anderson County.

23 Each of the neighborhoods that we built have been
24 very well received by the public. We've built nice
25 neighborhoods with plenty of trees, lots of green
26 space, parks where children can play, community areas
27 where our residents can gather, and walking trails so
28 they can enjoy the outdoors. The homes in our
29 neighborhoods are sold out very, very quickly. And
30 they did so because they were affordable to young
31 couples just starting out, to policemen, to firemen, to
32 employees of Anderson County in some cases, to retired
33 people on a fixed income.

34 An affordable house is not about word. In fact,
35 the houses in our neighborhoods are extremely nice.
36 Some have won national awards for things like cutting
37 edge environmental features. They have very attractive
38 exteriors, beautiful finishes inside. Fully sodded
39 lawns and big back yards. We believe our neighborhoods
40 have made Anderson County a better place to live and
41 are proud that we've been able to provide homes to our
42 residents.

43 We attended the council meeting in February where
44 we learned of this ordinance. At the February meeting,
45 Mr. Dunn, I believe you made some remarks that
46 indicated that council was already well down the path
47 towards passage of this ordinance.

48 I was pleased, however, Ms. Wilson, to hear you
49 speak at length about how the conservation ordinance
50 would accompany this ordinance. Contrary to the black

1 cap that sometimes is put on developers, I actually
2 happen to share your belief that we as developers can
3 and should do a better job of designing great
4 neighborhoods. I don't believe it's council's
5 intention to target more affordable communities with
6 this ordinance, but I fear that that will be the
7 effect.

8 I respectfully submit that council's goal should be
9 to encourage developers to create nice but affordable
10 neighborhoods that incorporate generous green space and
11 common areas; not to assign arbitrary minimum lot sizes
12 and setback requirements.

13 The three most thoughtfully designed neighborhoods
14 I know in the upstate, Hollingsworth, Packard (phonics)
15 Square, Hartness. Not one of them would qualify under
16 this ordinance because there's no flexibility to allow
17 for great design.

18 The week the moratorium on rezoning was put in
19 place, my partner and I intended to present to planning
20 a new neighborhood that includes the same attention to
21 conservation and green space, Ms. Wilson, that you
22 spoke of in February. We spent tens of thousands of
23 dollars on engineers, surveyors, designers, wetlands
24 and environmental experts, to plan a community that
25 will be beautiful, livable and affordable.

26 LEON HARMON: Three minutes.

27 TOMMY DUNN: Thank you, Mr. Harmon.

28 That's time. Next.

29 JEREMY RICHEY: Mr. Chairman, my name is
30 Jeremy Richey. I'm with Blue Water Civil Design. I'm
31 at 106 West Montclair Avenue, Greenville, South
32 Carolina. And I am speaking on the minimum lot sizes
33 and setbacks and reiterating the statements of earlier.
34 There is an opportunity to have thoughtful subdivision
35 development with smaller lots. The ten thousand square
36 foot minimum -- the eight thousand square foot minimum
37 as it is right now is already at somewhat of a
38 disadvantage compared to adjacent areas, but the ten
39 thousand, and particularly that side setback of fifteen
40 feet will make development from a cost perspective even
41 more difficult in Anderson County.

42 And as the others have said, the ability to pass on
43 that infrastructure cost is going to go to less homes
44 and that will ultimately drive up those lot costs and,
45 you know, one of the consequences of that would be
46 raising those lot prices and minimizing the ability for
47 folks to live and work in -- or live in Anderson
48 County, where they would have to go and commute from
49 other areas. Use the infrastructure in Anderson and
50 potentially there would be some things associated with

1 that.

2 But I think with this, the idea to potentially
3 consider an alternative with some conservation is a
4 good idea. We can kind of minimize the footprint of
5 the developed portion of the development and open up
6 conservation areas to some of the others that would
7 keep that residential footprint a little smaller but
8 also provide a lot more undeveloped area that is a
9 benefit to the environment and the areas around it by,
10 again, kind of maximizing out the undeveloped area of
11 those property with smaller lots. Thanks.

12 TOMMY DUNN: Anyone else? I'm sorry,
13 didn't you just speak? You haven't spoke.

14 WESLEY WHITE: I haven't spoke like for
15 several months.

16 TOMMY DUNN: Go ahead.

17 WESLEY WHITE: This is a public hearing?

18 TOMMY DUNN: Yes, sir.

19 WESLEY WHITE: All right. Wesley White,
20 District 1, again. I appreciate everyone that's spoken
21 already. I think what's evident now, and you can kind
22 of see, is the developers don't have a huge issue with
23 what y'all are proposing. The problem is there's no
24 solution right now. So I know that there are
25 ordinances in the works. We've got the adhoc
26 committee, and I think the members that have been
27 appointed to it would be more than happy to, you know,
28 participate in that. The problem is they're just not
29 being notified and being used. There are some great
30 people on that committee. I think if we use them and
31 their expertise, and myself, I'm available, as well, I
32 think we can come up with some products that are
33 beneficial.

34 Before the meeting tonight I did send each one of
35 y'all an email. It had two different layouts. It had
36 one layout, it's got a thirteen acre parcel and it
37 shows how many lots you can get on that parcel with the
38 current zoning; that's thirty-nine lots pursuant to the
39 current ordinance. With the changes proposed, you lose
40 eight lots. That's a twenty percent reduction. Okay?
41 However, you've got the exact same linear footage
42 within about a hundred feet of the road; curbing,
43 stormwater, sewer, water. So none of your
44 infrastructure changes. However, you reduce your lot
45 total by twenty percent. So this is just simple math
46 that these guys are talking about. But I wanted to put
47 it in perspective so that you could actually see how
48 that affects -- I just picked a random piece of
49 property that we've done some work on before and laid
50 that out.

1 So this is the first public hearing that addresses
2 multiple items here. Again, I go back to what I
3 suggested during the citizens comments, that, you know,
4 instead of voting these down, which means then they
5 have to go back through all those readings again, let's
6 simply table these three items, (b), (c) and (e) and
7 let's come back to them when more work has been done,
8 specifically on the conservation easement and some of
9 the other ordinances that we're proposing to private
10 road standards. I think you're going to give
11 developers a lot of options, as well.

12 So I appreciate you guys' time.

13 TOMMY DUNN: Anyone else? Anyone at
14 all? Public hearing will be closed. Do we have a
15 motion on the floor?

16 JIMMY DAVIS: So moved.

17 CINDY WILSON: Second.

18 TOMMY DUNN: Motion Mr. Davis; second
19 Ms. Wilson. Now discussion.

20 CINDY WILSON: May I quickly point out

21 ---

22 TOMMY DUNN: Yes, ma'am.

23 CINDY WILSON: --- please that we will
24 be coming forward with Planning and Public Works
25 Committee soon to deal with more specific conservation
26 development design protocols to present. And of
27 course, everyone present is welcome to attend and their
28 input is welcome. This is not just standalone. And I
29 almost giggled. Now we have all the developers wanting
30 to do conservation development design. This is
31 wonderful. Thank you.

32 TOMMY DUNN: Anyone else? Mr.
33 Sanders.

34 BRETT SANDERS: Mr. Chairman, I
35 understand and appreciate everyone being here today and
36 speaking up on this. I understand where they're coming
37 from. I understand the hurdles and the problems we
38 have as a county. But I would love to see us pursue in
39 a quick and timely manner conservation options so that
40 these gentlemen and developers aren't pigeonholed into
41 one thing; that they actually have an option. So in
42 order to support this, I would really like to see us
43 expedite possible alternatives. Thank you, sir.

44 TOMMY DUNN: Yes, sir. I had a
45 discussion with staff today about getting that and
46 they're going to get back with us about what they need
47 from us and get that started in the works, but to speed
48 it up.

49 BRETT SANDERS: Yes, sir. Thank you.

50 TOMMY DUNN: Contacted Ms. Hunter

1 today about that. Anyone else?

2 RAY GRAHAM: Yes, Mr. Chair.

3 TOMMY DUNN: Mr. Graham.

4 RAY GRAHAM: Where do we stand on

5 rewriting 38?

6 TOMMY DUNN: I think where we stand on

7 writing 38 is -- correct me if I'm wrong, Ms. Hunter --

8 the only thing about that is the (inaudible)

9 subdivision; right?

10 ALESIA HUNTER: The conservation, Mr.

11 Chairman, is the last item that council had asked us to

12 work on. As he mention, Mr. Wright mentioned the

13 rewrite, that's a lot of language, lot of

14 clarification, and that's really a timely thing that we

15 do have to do. But council and Planning Commission

16 agreed that we would take the items that were most

17 critical that we're having a lot of the issues with, so

18 this is where we are with these items.

19 But, Mr. Graham, to answer your question, staff is

20 going through that page by page and getting items that

21 need to be in Chapter 70, getting them in the zoned

22 areas, taking some of the unzoned language out of

23 chapter 70 and putting it in the proper location

24 because a lot of people have difficulties when they're

25 laying out different designs. They go to Chapter 70

26 and then they refer back to 38. So we're cleaning up

27 all of those items to get those items better for the

28 developers to be able to pull one document if they're

29 in a zoned area, to do their design completely in

30 Chapter 70 and vice versa for Chapter 38.

31 TOMMY DUNN: Ms. Hunter, correct me if

32 I'm wrong, this ain't nothing earth shattering in

33 Chapter 38 going to be rewrote. Just a reorganization

34 thing, some word smithing is going to be done.

35 ALESIA HUNTER: Yeah. And it's a lot of

36 -- it's some clarification on it, but we're going page

37 by page because it's been quite a while since the

38 ordinance has been retooled, since before 2003. So

39 there's some items that need to be updated. Yes, sir.

40 RAY GRAHAM: I guess -- and I know

41 this is probably an unpopular comment, but I guess my

42 concern is that we're moving forward with the entire

43 regulations of Anderson County versus some of our

44 surrounding counties. And I understand we've got some

45 districts that's just absolutely -- the growth is just

46 crazy right now.

47 However, I am in District 3, which is a rural part

48 of the county, Starr, Iva, Belton-Honea Path area, and

49 you know, being as far away from the interstate as we

50 are, we don't see the opportunities for industry growth

1 like some of the other districts. So naturally the
2 growth that we've looked for in our district -- and you
3 know, people that comes into my business, people I talk
4 to on a regular basis, you know, they're not jumping up
5 and down saying we've got to have that industry
6 tomorrow. We've got to have that. For some of the
7 other districts, that's what they're truly wanting. My
8 district, they want to see the residential growth. And
9 I'm scared -- I understand we've got to have
10 regulations in place. But we're basically almost
11 doubling what some of our regulations are and we are
12 doubling some of the ones are in some of our
13 surrounding counties.

14 So not only do I have to compete as far as the
15 representative from District 3, and this is what I'm
16 truly trying to do right now is represent my district
17 more so than my opinion. But where my concern is, is
18 we're regulating and we're going to push these
19 developers outside of the county. And so not only am I
20 going to be competing with my fellow council members in
21 other districts to try to get growth to my district,
22 we're going to be competing with other counties because
23 they've got more regulations -- or excuse me -- less
24 regulations than what we're going to have.

25 So I mean, I'm not frowning on you guys trying to
26 make things better and trying to move forward in a
27 positive manner, but I do have a little concern with
28 it. I'm afraid it's probably going to hurt me that
29 much more as far as the representative for my district.

30 As far as on a personal note, y'all guys know my
31 thoughts on that. I mean I find it hard to regulate
32 what someone does for their property when they pay
33 taxes on it every year. Now that's got to be a
34 reasonable answer on that because there's times we've
35 got to regulate. We've got to determine what is the
36 best move for the entire district, for the entire
37 county. And I mean, you know, that's what we juggle up
38 here.

39 And you know, I just want to put that out there.
40 I've kind of sat quietly, you know, on the first and
41 second reading. But I do have concerns moving forward
42 with this, I'll be honest with you. I don't know if
43 this is the right direction as far as for my district.
44 And that's what I'm speaking on tonight. Thank you,
45 Mr. Chairman.

46 TOMMY DUNN: Yes, sir. I just want to
47 clarify. If anybody has been keeping up with things,
48 don't think other counties ain't looking at making some
49 changes and doing some things because they are. I've
50 talked with several of them. We've had meetings with

1 them. I think a lot of them might be watching what
2 Anderson County does. Ms. Wilson.

3 CINDY WILSON: Well, I know from my real
4 estate practice over in Greenville County, a lot of the
5 Greenville County citizens are in major revolt over
6 high density development. And I personally believe
7 from my forty-six years of real estate work and a
8 variety of subjects there, there is a way to do higher
9 density in certain areas and do it well. That's
10 definitely what we're working on.

11 One of the elements that we've had to work on is
12 some of our ordinances were as clear as mud. It was
13 open to interpretation. And that's been what Ms.
14 Hunter and our Planning Department have worked really
15 hard on, is trying to make sure everything is clear.
16 And we're trying to do some updates and some upgrades
17 to our development standards and to do it in a logical,
18 methodical way. And we have been working on the
19 conservation development design strategies, gosh, for
20 three years. And there's only one developer here that
21 I know who attended those meetings. The county put
22 those meetings on at great expense. I attended. I
23 learned a lot. There are all kinds of strategies that
24 developers can use in looking at those measures, and
25 we're hoping to have a great variety of that coming
26 forward soon. It's new to our county. It's already
27 implemented in a lot of counties in North Carolina.
28 It's already implemented over in Georgia. Even a lot
29 of the rural counties over there have already
30 implemented measures that are similar to what we're
31 considering here. But we want to do it carefully and
32 do it in such a way that we have everybody pulling
33 together on the same team, and that's the team that in
34 developing Anderson County we're looking at quality and
35 livability, quality of life and some of those things
36 are intangibles, but a buyer recognizes it when they
37 see it.

38 And as far as costs of increasing the lot size, it
39 should be pointed out, how in the world are developers
40 making it right now with the cost of materials. I have
41 never seen materials so expensive in my life. I made
42 my living in part of my early career selling timber and
43 timberland. But timber on the stump right now brings
44 probably less than it did back in 2012. We have a
45 number of factors that indicate those issues. One is
46 that Canadian companies have moved south. They got
47 tired of fighting the tariff issues and they bought up
48 a lot of our mills; South Carolina, Georgia, Alabama,
49 Mississippi. And now our timber growers are getting a
50 very small price, but you are paying the highest prices

1 ever for a two by four. Oh, my goodness. And then you
2 have to go sort -- if you go to one of the local
3 stores, you have to sort and divide to even have a
4 useable two by four.

5 So we've got a lot of elements that are pushing and
6 pulling us in this county, but I think we will all
7 agree that we want this county to grow really well and
8 to be a county that our children, grandchildren and
9 future generations will want to come back to. We've
10 opened the business door for our county and obviously
11 we're doing quite well. So thank you.

12 TOMMY DUNN: Anyone else? All in
13 favor of the motion show of hands. All opposed. Show
14 the motion carries with Mr. Davis, Mr. Sanders, Mr.
15 Dunn, Mr. Wright and Ms. Wilson in favor. Mr. Graham
16 opposes.

17 Moving on to item number 5(c), 2021-010, an
18 ordinance to amend Section 38-374 of the Code of
19 Ordinances of Anderson County, South Carolina regarding
20 setbacks for residential roads and other matters
21 related thereto. This is changing the setback from
22 twenty to thirty feet from the road. And this will be
23 a public hearing. Anyone wishing to speak to this
24 matter, please step forward and state your name again
25 and address for the record. And address the chair.
26 You've got three minutes. Public hearing.

27 WESLEY WHITE: Wesley White, District 1,
28 still. Mr. Graham, I appreciate you saying what you
29 said. It's kind of what we've been trying to get
30 across. And again, that's why I think it's detrimental
31 to have public hearings at third and final reading.
32 Because at this point now that ordinance has passed.
33 So it leaves no room for any type of resolution going
34 forward. I heard a lot of, you know -- Ms. Wilson said
35 you've been working on that for three years. You know,
36 at this rate, you know, when is the developer and the
37 property owner going to have another option?

38 So again, you're voting on things that are just
39 continuing to restrict people's ability to use their
40 property how they see fit. And I think that's not
41 council's job. You know, the idea that you're going to
42 solve stormwater issues by, you know, implementing
43 setbacks, you know, if that was the reason then all the
44 counties around here would have bigger setbacks
45 already. So I do think Greenville County, Spartanburg
46 County and some other counties are a little bit further
47 ahead on their particular land use ordinances.

48 So, again, just reiterate what I said before.
49 We're just continuing to increase the costs for people
50 to buy houses. And moving forward this is going to be,

1 you know, part of what economic development is, is
 2 you've got to have a place for them to live. And if
 3 developers aren't building here houses anymore, then
 4 you're not going to get industry at all.
 5 Thank you.

6 TOMMY DUNN: Next. Anyone? Anyone at
 7 all? It's time to step forward. Public hearing will
 8 be closed. Do we have a motion to move this forward?
 9 JIMMY DAVIS: So moved.
 10 CINDY WILSON: Second.
 11 TOMMY DUNN: Motion Mr. Davis; second
 12 Ms. Wilson. Now discussion.
 13 JIMMY DAVIS: Mr. Chair.
 14 TOMMY DUNN: Yes, sir.
 15 JIMMY DAVIS: The arguments have been
 16 heard about how they're going to build real skinny
 17 houses now on a ten thousand square foot lot. There's
 18 nowhere in here -- it doesn't say you can't build on
 19 fifteen thousand square foot lots or twenty thousand
 20 square foot lots. There's nothing in here that says
 21 you can't pay that landowner what you would have paid
 22 at an eight thousand square foot lot. But I understand
 23 you wouldn't make as much money. And that's the bottom
 24 line. But the problem is, is we've got a varied and
 25 myriad of problems that we are addressing with this.
 26 And I really feel like this is the best thing going
 27 forward. Thank you, Mr. Chair.
 28 TOMMY DUNN: Thank you, Mr. Davis.
 29 Anyone else? All in favor of the motion show of hands.
 30 All opposed like sign. Show the motion carries with
 31 Mr. Davis, Mr. Sanders, Mr. Dunn, Mr. Wright and Ms.
 32 Wilson in favor. Mr. Graham opposes.
 33 Moving on to item number 5(d). This is 2021-011,
 34 an ordinance to amend sections 38-631 and 38-634 of the
 35 Code of Ordinances, Anderson County, South Carolina so
 36 as to allow the use of piping materials and
 37 installation specifications approved by the South
 38 Carolina Department of Transportation, in addition to
 39 reinforced concrete pipe. This will be a public
 40 hearing. Anyone wishing to speak to this matter,
 41 please step forward and state your name and district
 42 again for the record. Address the chair. You've got
 43 three minutes. Be a public hearing. Anyone at all?
 44 Seeing and hearing none, public hearing will be closed.
 45 Do we have a motion to move this forward?
 46 RAY GRAHAM: Motion.
 47 TOMMY DUNN: Motion Ms. Wilson. Have
 48 a second?
 49 JIMMY DAVIS: Second.
 50 TOMMY DUNN: Second Mr. Davis. Any

1 discussion? All in favor of the motion show of hands.
2 Opposed like sign. Show the motion carries
3 unanimously.

4 Moving on to item number 5(e), 2021-012, an
5 ordinance to amend section 38-120 of the Code of
6 Ordinances of Anderson County, South Carolina regarding
7 setback requirements and other matters related thereto.
8 It's the same thing we just voted on. This is just
9 cleaning up the language and putting it in a separate
10 -- a different place in the ordinance. This will be a
11 public hearing. Setbacks on side and rear of fifteen
12 feet. Public hearing. Come on up and state your name
13 and district for the record.

14 CAMERON POWELL: My name is Cameron
15 Powell. I live in Simpsonville, South Carolina. I
16 just want to, again, address this. I'm disappointed in
17 that vote to change the setbacks. You know, I was part
18 of building the number one community in Greenville
19 County with one of the developers in this room. I went
20 and ponied up eight million dollars to put in the roads
21 and infrastructure and amenity center and build trails
22 around the Reedy River, tennis courts and all those
23 things, and we built a beautiful community called
24 Riverstone. In that community we had age targeted
25 buyers that wanted to live there. They do not want a
26 large lot. They do not want a large lot. They want a
27 small lot. They want it maintained. It's maintained
28 by the HOA. That's what they want. And what we have
29 here, we can't do those developments. It would work
30 here in Anderson and be a great asset to your county.
31 And now that's gone. We don't have the ability to do
32 it. And we can set aside the open space which we did
33 in Riverstone. We have a lot of open space. A lot of
34 fields for children to play in, a lot of walking
35 trails. It just doesn't work. I don't know who wants
36 to come on this side of the county line to spend now
37 sixty thousand dollars more in the end from what we
38 just voted on.

39 So I'm disappointed in what's done here with the
40 setbacks. It's going to change what can go forward.
41 You know, some of those neighborhoods that we talked
42 about, Hartness and, you know, Patrick Square and some
43 of the others, just they don't work anymore.

44 I yield the rest of my time, but I do want to say
45 on record I'm disappointed with the action that just
46 happened.

47 WESLEY WHITE: I'm Wesley White,
48 District 1. You know, it's great having multiple
49 public hearings back to back because I feel like we can
50 have a little bit more back and forth. So we'll keep

1 doing it this way if we're going to do it.
2 But like he said, it's kind of a foregone
3 conclusion. But Mr. Davis, no offense, but, you know,
4 it's not council's job to worry about what developers
5 make on their projects. And so that's one of the
6 issues I've been -- since I started this back when
7 y'all started it at fifteen thousand square feet per
8 lot back last year. Council is just overstepping their
9 limits, and I think it's a disappointment to see that
10 continue, you know.

11 Of course, you know, this ordinance was changed.
12 You know, hopefully going forward maybe we can realize
13 that that was a bad move and maybe we can go back. But
14 we've got to get away from picturing developers as, you
15 know, greedy and money hungry. You know, they're there
16 to do a job and that's the job they've chosen to do.
17 It's not council's -- you know, I know District 6 has
18 issues, but they didn't want zoning. And so to kind of
19 go essentially rezoning through Chapter 38 by
20 restricting lots further and further, you've still
21 going to get development over there. It's not going to
22 stop development completely, but it will make those
23 residences more expensive. So thank y'all.

24 JOHN DEESON: John Deeson, Simpsonville.
25 I'm with Mark III Properties and we develop many
26 subdivisions in Anderson County. I just want to re-
27 emphasize how disappointed I am in you gentlemen and
28 lady as councilmen. I think you've done a real
29 disservice to the county. I'm very disappointed in Mr.
30 Davis's comments about developers. That's not true.
31 And I think you as a council have been very
32 shortsighted in this decision. Thank you very much.

33 TOMMY DUNN: Anyone else? Anyone at
34 all? Public hearing will be closed. Do we have a
35 motion to move this forward?

36 CINDY WILSON: So moved.

37 TOMMY DUNN: Motion Ms. Wilson. Do we
38 have a second?

39 JIMMY DAVIS: Second.

40 TOMMY DUNN: Second Mr. Davis. Now
41 discussion.

42 RAY GRAHAM: Mr. Chairman?

43 TOMMY DUNN: Yes, sir, Mr. Graham.

44 RAY GRAHAM: Again, I know this is not
45 a popular comment. I guess my concern is at the end of
46 the day there's a choice. There's a choice to live on
47 a small lot with a house. There's a choice to live on
48 a lot of acres with a house. I personally, I would not
49 live on a small lot. However, more power to the people
50 that would like to.

1 You know, to me we as council members -- and I'm
2 not going to go as far as saying I'm disappointed
3 because I work with you guys every day and we all have
4 our opinions. And I definitely respect each and every
5 one of yours, and I hope you respect mine. But at the
6 end of the day we do have a choice as citizens. And to
7 me we're removing that choice with these guidelines.
8 You know, there's times when we need to make changes in
9 our ordinances. I just -- I personally do not agree
10 with these. And I mean that's just my opinion. And I
11 think in passing these tonight, I think we're removing
12 that choice of people of living on the smaller lots.
13 Again, that should be their opportunity.

14 I know Mr. Davis has had a lot of growth in his
15 district. Again, the other districts haven't
16 necessarily had that same amount of growth. And I mean
17 to me I mean we've got to keep housing affordable to
18 feed the industry that's coming into Anderson County.
19 We are so blessed in Anderson County with our economic
20 development team. And we are continually growing.
21 Just wonderful numbers. But in doing so, we've got to
22 -- for the county to get their money back from that
23 investment in that business, we've got to have the
24 residential growth. We've got to have the automobile
25 taxes. The people going to these local restaurants,
26 the mom and pop stores, the grocery stores in the
27 community. That's what feeds the community. You know,
28 we've already anted up the breaks to the industry to
29 get them in here. Now we've got to take care of the
30 citizens so they'll turn around and come into our
31 community. And I just feel like we're kind of tying
32 our hands on this. Again, that's my opinion. Thank
33 you, Mr. Chairman.

34 TOMMY DUNN: Thank you. Anyone else?
35 Anyone? I'm going to put my two cents worth in now.

36 We've been having meetings after meetings so for
37 somebody to come up here and act like we're just
38 pushing or rushing this thing through, just ain't
39 right. And I disagree with that statement.

40 And somebody says, well, it ain't council's thing
41 to judge about how much money a developer makes.
42 You're exactly right. But we do care. Just talking
43 about can't make this work. Can't have it both ways.
44 If we do make it work, we do care about it or don't
45 care about it.

46 And let me just say this. We've been having all
47 these meetings. We've had workshops. And we had
48 people come up here tonight for the first time and
49 start talking about against this and that. We've got
50 five people out of two hundred thousand citizens of

1 Anderson County coming here tonight to talk about this
2 and four of them's developers out of Greenville and
3 one's an engineer from Anderson County that works for
4 these developers.

5 I'm open to work for anything we can, but this is
6 done for the betterment of Anderson County. Somebody
7 brought up that Patrick Square a while ago. That can
8 still be done in Anderson County. That's a planned
9 development. We still do zoning. We're not cutting
10 out small lots. Anything that's in a zoned area, you
11 can still do it. You know, it's a thing -- it's a long
12 way to come to and a lot of this is a thing just not
13 wanting to. But if this was such a bad thing, not one
14 developer from Anderson County has spoke up and said
15 one thing about this that I've talked to. I've met
16 with the board or committee from the Realtor's
17 Association of Anderson County. Four people from
18 Greenville County is coming over here and making this
19 sound like the world is coming to an end.

20 I represent the citizens of Anderson County.
21 That's who I represent and work for.

22 All in favor of the motion show of hands. All
23 opposed. Show the motion carries, Mr. Davis, Mr.
24 Sanders, Mr. Dunn, Mr. Wright and Ms. Wilson in favor.
25 Mr. Graham opposes.

26 Moving on to item number next, be section 2021-013,
27 ordinance to amend section 38-409 of the Code of
28 Ordinances of Anderson County, South Carolina regarding
29 the amendment procedure for ordinances within Article
30 III of Chapter 38 of the Code of Ordinances and other
31 matters related there. What this is, is saying the
32 change in -- for example, changes in the size of the
33 road or any new subdivision regulations comes before
34 council before it goes to the Planning Commission. The
35 Planning Commission will be notified. The thoughts
36 behind this is Anderson County Council is the one that
37 is responsible and stand behind it, so they should be
38 the one that makes the decisions on this.

39 We have a public hearing on this. Anyone wishing
40 to speak to this matter, please step forward and state
41 your name and district and address the chain on this
42 matter.

43 WESLEY WHITE: Wesley White, District 1.

44 So initially I kind of supported this ordinance,
45 but with the way things are going tonight, I'm not sure
46 I want to give, you know, council more authority than
47 they already think, you know, they have. As to what
48 you said earlier, I am a resident, a lifelong resident
49 of Anderson County, so I do have a say in this. I'm
50 not ---

1 TOMMY DUNN: You do, Mr. White, but
2 we're talking about this ordinance right here right
3 now.
4 WESLEY WHITE: It's my three minutes.
5 So I am a resident. The problem, again, like I said,
6 you talk about nobody being here to oppose this
7 ordinance or any of these other ones. It's because
8 it's third reading. People assume that third reading
9 means it's done. It's a foregone conclusion. I'm just
10 going -- and I was at all the meetings to discuss this
11 particular ordinance, 013, so I was at those meetings.
12 A lot of input was given, but the ordinance just -- the
13 meetings didn't materialize any changes to the
14 proposals that were given. The only change that ever
15 really happened, and I think it was more from behind
16 the scenes, was the fifteen thousand initially went
17 down to ten thousand. But anyway, thank y'all.
18 TOMMY DUNN: Anyone else? Anyone at
19 all? Public hearing will be closed. Do we have a
20 motion?
21 JIMMY DAVIS: So moved.
22 TOMMY DUNN: Motion Mr. Davis. Have a
23 second?
24 CINDY WILSON: Second.
25 TOMMY DUNN: Second Ms. Wilson. Now
26 any further discussion? Any at all? All in favor of
27 the motion show of hands. Opposed like sign. Show the
28 motion carries unanimously.
29 Moving on to item number 6(a), ordinance second
30 reading, 2021-015, an ordinance authorizing the
31 execution and delivery of a fee-in-lieu tax agreement
32 and infrastructure finance agreement by and between
33 Anderson County, South Carolina and Project Switch, the
34 company, with respect to certain economic development
35 property in the county whereby such property will be
36 subject to certain payments in lieu of taxes and the
37 company receives certain infrastructure credits in
38 respect to investments related to infrastructure. Mr.
39 Nelson?
40 BURRISS NELSON: This is Project Switch,
41 creating two hundred jobs, capital investment thirteen
42 million. These two hundred jobs pays twenty dollars
43 and eighteen cents an hour average, generating an
44 annual payroll of a little over eight million dollars.
45 This is a fee agreement request, thirty years, with
46 SSRC package of seventy-five percent for tax years one
47 through ten, forty percent for tax years eleven through
48 thirty. The first property tax proposed or projected
49 property tax for 2023, thirty-six thousand, and for
50 thirty years projected 2.56 million on this particular

1 investment. Community impact their first year, seven
2 and a half million. Then over twenty years over four
3 hundred million.
4 Of course, this information comes from council as a
5 recommendation from staff and the Economic Development
6 Advisory Board. And we respectfully request your --
7 that you consider favorable approval for this project.
8 TOMMY DUNN: Do we have a motion to
9 move this forward?
10 CINDY WILSON: So moved.
11 JOHN WRIGHT: Second.
12 TOMMY DUNN: Motion Ms. Wilson; second
13 by Mr. Davis. Any discussion or questions? I'm sorry,
14 Mr. Wright seconded that. Do we have any questions,
15 comments, discussions for Mr. Nelson?
16 CINDY WILSON: May I just very quickly
17 point out that we did a fee agreement for this company
18 several years ago and it's so exciting that they keep
19 expanding. This county has so much going for it. And
20 imagine back in 2009 at the height of the great
21 recession and this county had been panned for
22 development because of serious corruption. And we had
23 our first fee-in-lieu-of agreement in several years
24 that was a decent sized company, thanks to Mr. Burns
25 and Mr. Nelson. And the county has come together, the
26 citizens, the elected people, the education entities,
27 and the industries. It's just been remarkable what
28 we've been able to accomplish all working together.
29 And to see the same companies, many of them family-
30 owned companies, expanding. That is a great testament.
31 Thank you.
32 TOMMY DUNN: Thank you. Anyone else?
33 All in favor of the motion show of hands. Opposed like
34 sign. Show the motion carries unanimously.
35 BURRISS NELSON: Mr. Chairman?
36 TOMMY DUNN: Yes, sir.
37 BURRISS NELSON: Just a point of
38 privilege. I would just like to say none of this could
39 happen without council's support, and I really
40 appreciate all that you do to support our economic
41 development efforts. Thank you.
42 TOMMY DUNN: Appreciate you and your
43 team, Mr. Burriss.
44 Moving on to item number 6(b), 2021-016, an
45 ordinance to amend section 38-331 of the Code of
46 Ordinances, Anderson County, South Carolina so as to
47 add a new subsection (g) to address the period of time
48 of final plat approval for completion of improvements.
49 And what this basically is, is putting time on, I think
50 it's eighteen months, and there are a couple of waivers

1 and working with staff in case something another
2 happens and not being able to do it. This is just to
3 get something -- to make sure something is started and
4 not banking up because so much can change if something
5 is tied up in something and something else comes along.
6 Put that in the form of a motion. Open the floor up
7 for discussion for a second.

8 JIMMY DAVIS: Second.

9 CINDY WILSON: Second.

10 TOMMY DUNN: Second Mr. Davis. Now
11 discussion. Do we have any discussion? All in favor
12 of the motion show of hands. Opposed like sign. Show
13 the motion carries unanimously.

14 Moving on to item number 6(c), 2021-017, an
15 ordinance to amend Section 66.43 of the Code of
16 Ordinances, Anderson County, South Carolina so as to
17 add a new subsection (h) to address the time period for
18 completion of the sewer system extension. What this
19 is, is just getting documentation, a letter saying the
20 sewer is going to come to a project instead of tying
21 something up and sewer never unedited before it gets
22 there, whether it's five years or what not. We put
23 this in the form of a motion.

24 CINDY WILSON: Second.

25 TOMMY DUNN: Second Ms. Wilson. Now
26 discussion. Any discussion? Seeing and hearing none,
27 all in favor of the motion show of hands. Show the
28 motion carries unanimously.

29 Moving on to item number 9, ordinance first
30 reading; there are none.

31 10, resolutions; there are none.

32 Moving on to item number 11, report from the adhoc
33 committee review. Chairman Sanders.

34 BRETT SANDERS: Thank you, Mr. Chairman.
35 In reviewing the committees, we found actually three.
36 The first one was the Emergency Medical Advisory
37 Committee, which that changed the way that they
38 operate. They're no longer needed. And I'm going to
39 group these all together.

40 Second was Construction Board of Adjustment and
41 Appeals. I don't think they've met in over twelve
42 years. That was another one that we have brought to
43 the forefront.

44 And the third one was the Procurement Committee
45 that hasn't met, but I spoke with our attorney, Mr.
46 Harmon, and I think we have some ordinances or things
47 in place that have to be looked at before we can
48 actually do away with that committee. We did not have
49 a quorum, but I bring before council the elimination of
50 the Construction Commission and the Emergency Medical

1 Service Committee and I put that in the form of a
2 motion.

3 RAY GRAHAM: Second.
4 TOMMY DUNN: We have a motion Mr.
5 Sanders and second by Mr. Graham. Open the floor up
6 for discussion. Like I say I'm going to amend that
7 motion to add the procurement thing. Before -- we
8 can't do away with these committees -- you correct me
9 if I'm wrong -- this is done by ordinance. They're
10 going to have to have three readings on this and vote
11 to do away with these. Ain't that correct?

12 LEON HARMON: Yes, Mr. Chairman.
13 TOMMY DUNN: So all we can do is make
14 the motion to put that process in motion. And during
15 that time we need to fix it because the citizens or
16 whoever needs to have an appeal to the -- if they've
17 got a thing to it and we'll have something in there.
18 Same way with procurement because they've got to have
19 -- if we take away that, they've got to have a right to
20 do it. But a vote tonight will not eliminate these
21 committees. That just puts it forward for him to write
22 an ordinance up to give us the vote on it.

23 BRETT SANDERS: Okay.
24 TOMMY DUNN: So I will amend that to
25 add the Procurement Committee on that and ask for a
26 second.

27 JIMMY DAVIS: Second.
28 TOMMY DUNN: Second Mr. Davis. Now
29 any discussion on the amendment? All in favor of the
30 motion show of hands. Opposed like sign. Show the
31 motion carries unanimously on the amendment.

32 Now we go back on the regular original motion. Do
33 we have any more discussion on it? Like I said, that's
34 going to be getting Mr. Harmon to draw up an ordinance.
35 We'll have three readings on it. And puts something in
36 place to take the place of those committees that would
37 be in the thing. Any more discussion? All in favor of
38 the motion show of hands. Opposed like sign. Show the
39 motion carries unanimously.

40 Thank you for the work of your committee, Mr.
41 Sanders.

42 BRETT SANDERS: Thank you.
43 TOMMY DUNN: Moving on to item number
44 12, sewer change order. Mr. Carroll is not here. Ms.
45 Davis or Mr. Burns going to handle that? Who's going
46 to handle that.

47 RUSTY BURNS: This is on the Welpine
48 Project and this is the result of us hitting rock.
49 Thank goodness we didn't hit as much rock as we
50 thought, but that's what this represents, blowing up

1 rock.
2 CINDY WILSON: I'll make a motion to
3 accept.
4 TOMMY DUNN: We have a motion by Ms.
5 Wilson to accept the change order request.
6 BRETT SANDERS: Second.
7 TOMMY DUNN: Second Mr. Sanders. Now
8 discussion.
9 CINDY WILSON: May I?
10 TOMMY DUNN: Go ahead, Ms. Wilson.
11 CINDY WILSON: Mr. Burns is going to
12 shoot me for saying this. There's no consolation in
13 being right. Every time we discuss these projects, I
14 ask if there's any rock involved. A lot of folks tend
15 to forget that we're across the river from the granite
16 capital of the world.
17 TOMMY DUNN: Can we get -- Ms. Davis
18 or Mr. Burns just what is that change order? I know
19 we've got it; just to be put on for the record.
20 RUSTY BURNS: (Inaudible.)
21 TOMMY DUNN: It's to change it because
22 of the rock on that Welpine sewer, which is greatly
23 needed. Have a motion and second. Any more
24 discussion? All in favor of the motion show of hands.
25 Opposed like sign. Show the motion carries
26 unanimously.
27 Moving on to item number 13, transfers. Ms. Davis.
28 RITA DAVIS: Of the six before you two
29 of them total a hundred and thirty-five thousand in the
30 Sheriff's Office. That's due to COVID or the full time
31 deputies who had to be out and they had to get work
32 overtime or part-time. And the bond included a total
33 of twenty-six thousand, and that's to remove the debris
34 from the burned out animal shelter on 28 Bypass. The
35 first one is the seventeen thousand on the first line
36 item. That's just because an employee was budgeted
37 full time and they're actually part time.
38 TOMMY DUNN: But all this is just line
39 item changes. They're still meeting the budget; right?
40 RITA DAVIS: Yes, sir.
41 TOMMY DUNN: Do we have a motion to
42 move this forward?
43 CINDY WILSON: So moved.
44 TOMMY DUNN: Motion Ms. Wilson. Do we
45 have a second?
46 JOHN WRIGHT: Second.
47 TOMMY DUNN: Second Mr. Wright?
48 JOHN WRIGHT: Yes, sir.
49 THE COURT: Thank you. Now
50 discussion. All in favor of the motion show of hands.

1 Opposed like sign. Show the motion carries
2 unanimously. Thank you, Ms. Davis.
3 Moving on to item number 14, road acceptance into
4 county inventory; Wild Meadows Subdivision, District 1,
5 Wild Meadows Drive. Do we have a motion to move this
6 forward?
7 CINDY WILSON: So moved.
8 TOMMY DUNN: Motion Ms. Wilson. Do we
9 have a second?
10 JIMMY DAVIS: Second.
11 TOMMY DUNN: Second Mr. Davis. Now
12 discussion. Mr. Burns, I'm assuming all this meets our
13 criteria?
14 RUSTY BURNS: Yes, sir.
15 TOMMY DUNN: Any more discussion? All
16 in favor of the motion show of hands. All opposed like
17 sign. Show the motion carries unanimously.
18 Moving on to item number 15, appointments. Do we
19 have any appointments that I don't know about besides
20 the Planning Commission and the Clerk to Council?
21 Hearing none, I'd like to make a motion to appoint Ms.
22 Phyllis White as the Assistant Clerk to Council and she
23 will be having the same responsibilities that the Clerk
24 to Council during this time the Clerk to Council is
25 unable to perform the responsibilities of the clerk. I
26 put that in the form of a motion.
27 CINDY WILSON: Second.
28 TOMMY DUNN: Second Mr. Sanders. Any
29 discussion? All in favor of the motion show of hands.
30 All opposed like sign. Show the motion carries
31 unanimously.
32 Before we get into the next item, explain why we do
33 this is we had a -- I think as council knows we had
34 seventeen, I believe, people apply for the Planning
35 Commission job. We interviewed, I think, eight. We've
36 got two spots. So we'll have a motion -- the first two
37 that gets the majority of the votes will be filling
38 those two seats. Do we have any motions?
39 JOHN WRIGHT: Mr. Chairman?
40 TOMMY DUNN: Mr. Wright.
41 JOHN WRIGHT: I make a motion that we
42 appoint Mr. Wes Grant to one of the two at-large
43 Planning Commission seats.
44 CINDY WILSON: Second.
45 TOMMY DUNN: We have a motion by Mr.
46 Wright for Wes Grant to fill in one of the at-large
47 planning seats. We have a second from Ms. Wilson. Now
48 I open the floor up for discussion. All in favor of
49 the motion show of hands. All opposed like sign. Show
50 the motion carries unanimously.

1 Moving on, have a motion?
2 JIMMY DAVIS: Mr. Chair?
3 TOMMY DUNN: Mr. Davis.
4 JIMMY DAVIS: Mr. Chair, I would like
5 to nominate Jeremy McCall from the Powdersville area to
6 the Planning Commission, please.
7 TOMMY DUNN: We have a motion by Mr.
8 Davis to nominate Jeremy McCall from Mr. Davis's
9 district for the at-large -- the second at-large seat
10 on the Planning Commission. Do we have a second?
11 CINDY WILSON: Second.
12 TOMMY DUNN: Second Ms. Wilson. Now
13 discussion. All in favor of Mr. McCall filling that
14 seat, show of hands. All opposed. Show the motion has
15 failed with Mr. Davis in favor, Mr. ---
16 CINDY WILSON: I'm abstaining.
17 TOMMY DUNN: --- Mr. Sanders opposed,
18 Mr. Dunn opposed, Mr. Graham opposed, Mr. Wright
19 opposed, and Ms. Wilson abstains.
20 Do we have another motion?
21 BRETT SANDERS: Mr. Chairman?
22 TOMMY DUNN: Mr. Sanders.
23 BRETT SANDERS: I'd like to make a motion
24 to accept Bryan P. Boggs to the Planning Commission.
25 TOMMY DUNN: We have a motion to
26 accept Mr. Boggs. Do we have a second.
27 RAY GRAHAM: Second that.
28 TOMMY DUNN: Second Mr. Graham. Any
29 discussion? Hearing none, all in favor of the motion
30 show of hands. Show the motion carries unanimously.
31 Ms. Hunter, will you make sure you and Mr. Burns,
32 those two people are notified, and I'm sure the people
33 that nominated them will be notifying them, too, to let
34 them know their responsibilities and expect them for
35 the next Planning Commission meeting.
36 ALESIA HUNTER: Yes, sir, Mr. Chairman.
37 TOMMY DUNN: Moving on, next item,
38 requests by council members. Mr. Davis?
39 JIMMY DAVIS: Nothing, sir.
40 TOMMY DUNN: Mr. Sanders?
41 BRETT SANDERS: Nothing, sir.
42 TOMMY DUNN: Mr. Graham?
43 RAY GRAHAM: Nothing, sir.
44 TOMMY DUNN: Mr. Wright?
45 JOHN WRIGHT: Nothing, sir.
46 TOMMY DUNN: Ms. Wilson?
47 CINDY WILSON: Yes, sir. For District
48 7, from our recreation account, please place for Pelzer
49 one thousand dollars for their recreation needs, and
50 West Pelzer thirty-five hundred, and Honea Path five

1 thousand dollars; all from the District 7 rec account.
2 That'll come close to cleaning us out, but these are
3 needs that the communities have.
4 TOMMY DUNN: We have a motion by Ms.
5 Wilson. Do we have a second?
6 JIMMY DAVIS: Second.
7 TOMMY DUNN: Second Mr. Davis. Any
8 discussion? All in favor of the motion show of hands.
9 Opposed like sign. Show the motion carries
10 unanimously. Anyone else?
11 Moving on to administrator's report.
12 RUSTY BURNS: Nothing at this time.
13 TOMMY DUNN: Moving on to citizens
14 comments. When Mr. Harmon calls your name, you have
15 three minutes. Please address the chair.
16 LEON HARMON: No one is signed up.
17 TOMMY DUNN: Thank you, Mr. Harmon.
18 Remarks from council members. Mr. Davis?
19 JIMMY DAVIS: Nothing, sir.
20 TOMMY DUNN: Mr. Sanders?
21 BRETT SANDERS: Nothing at this time,
22 sir.
23 TOMMY DUNN: Mr. Graham?
24 RAY GRAHAM: Nothing at this time.
25 TOMMY DUNN: Mr. Wright?
26 JOHN WRIGHT: Nothing at this time.
27 TOMMY DUNN: Ms. Wilson?
28 CINDY WILSON: Nothing. Thank you.
29 TOMMY DUNN: And District 5 has
30 nothing at this time. Meeting will be adjourned.
31 Appreciate everybody coming out tonight.
32
33

(MEETING ADJOURNED AT 7:48 P.M.)

State of South Carolina)

County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL PRESENTATION MEETING

APRIL 6, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
PHYLLIS WHITE

1 TOMMY DUNN: At this time I'd like to
2 call our April 6th council meeting to Order. The first
3 part here at six o'clock is the resolutions/
4 proclamations. I want to welcome everyone here
5 tonight. Thank y'all for coming and participating.
6 Appreciate it very much.

7 The first order of business is Resolution R2021-
8 006, Ms. Wilson. Ms. Wilson.

9 CINDY WILSON: This is a wonderful
10 young lady we're recognizing tonight. And I'll begin
11 reading.

12 Whereas, Ella Froedge was raised in Pelzer, South
13 Carolina. She is currently a senior at Palmetto High
14 School where she participates in various school
15 activities such as soccer and track. She also enjoys
16 volunteering and working with the children at the Kids
17 Club in Belton; and,

18 Whereas, after graduation Ella plans to attend
19 college majoring in Bio Medical Engineering with a
20 specialization in Degenerative Brain Disorders; and,

21 Whereas, on April 5, 2020 Ella was named the 2020
22 Distinguished Young Woman of Anderson County
23 receiving top scores in Scholastics, Interview and
24 Self-Expression; and,

25 Whereas, on January 9, 2021, the statewide
26 Distinguished Young Women Scholarship Program was held
27 at the Lexington Municipal Building Ballroom in
28 Lexington, South Carolina. Ella was one of 15 high
29 school senior girls who competed to represent South
30 Carolina. She received the highest scores in Talent,
31 Physical Fitness and the Interview. Ella was as chosen
32 as the 2021 Distinguished Young Woman of South
33 Carolina and will receive multiple scholarships; and,

34 Whereas, as the Distinguished Young Women of 2021
35 Ella will represent the state attending public
36 events and serving as a role model. She will be using
37 the program message "Be Your Best Self" to
38 encourage young children and her peers to step out of
39 their comfort zone to become the best person you can
40 be; and,

41 Whereas, in June 2021, Ella will travel to Mobile,
42 Alabama to represent South Carolina in the
43 Distinguished Young Women of America Nationals.

44 Whereas, the Anderson County Council is proud of
45 our youth who demonstrate qualities of vision,
46 leadership, dedication, and personal commitment. We
47 are very proud of your achievements and wish you
48 continued success in your future endeavors.

49 RESOLVED in a meeting duly assembled this 6th day
50 of April 2021.

1 And Mr. Chairman, may I put that in the form of a
2 motion?

3 TOMMY DUNN: Yes, you may. Do we
4 have a second?

5 BRETT SANDERS: Second.

6 TOMMY DUNN: Second Mr. Sanders. Any
7 discussion? I'd just like to say congratulations also.
8 Appreciate it. I know it was a great honor and very
9 well deserving. And we appreciate you doing this and
10 making Anderson County look good. I know your parents
11 are proud. And we appreciate it very, very much.
12 Thank y'all. Any more discussion? All in favor of the
13 motion show of hands. All opposed like sign. Show the
14 motion carries unanimously.

15 Ms. Wilson.

16 CINDY WILSON: Mr. Chairman, may I have
17 you join me and Ella and her family down front?

18 **PRESENTATION OF RESOLUTION**

19 **APPLAUSE**

20 TOMMY DUNN: Moving on to item number
21 2(b), Resolution R2021-009, Mr. Ray Graham.

22 RAY GRAHAM: Thank you, Mr. Chairman.
23 It's with great honor and pleasure to do this
24 resolution tonight. This is in honor of each and every
25 one of our 911 communicators who are truly the lifeline
26 of our entire public safety system. They're the ears
27 behind the radios that each one of our public safety
28 members communicate back and forth with on a regular
29 basis to ensure their safety. And to say they're the
30 lifeline, it would definitely be an understatement.

31 Personally I want to thank each and every one of
32 you for the job well done that you do on a daily basis.

33 Mr. Chairman, I bring this is the form of a
34 resolution.

35 This is a resolution to honor Anderson County 911
36 telecommunicators during National Telecommunicators
37 Week recognizing our telecommunicators as first
38 responders, and other matters related thereto.

39 WHEREAS, emergencies can occur at any time that
40 require law enforcement, fire, or emergency medical
41 services; and

42 WHEREAS, when an emergency occurs, the prompt
43 response of law enforcement officers, firefighters and
44 paramedics is critical to the protection of life and
45 preservation of property; and

46 WHEREAS, the safety of our law enforcement
47 officers, firefighters and emergency medical services
48 is dependent upon the quality and accuracy of
49 information obtained from citizens who telephone the
50 911 communication center in Anderson County; and

1 WHEREAS, Anderson County 911 Telecommunicators are
2 the first and most critical contact our citizens have
3 with emergency services; and
4 WHEREAS, Anderson County 911 Telecommunicators are
5 the single vital link for our law enforcement officers,
6 firefighters and emergency medical technicians by
7 monitoring their activities by radio, providing them
8 information and ensuring their safety; and
9 WHEREAS, Anderson County 911 Telecommunicators have
10 contributed substantially to the apprehension of
11 criminals, suppression of fires, and treatment of
12 patients; and
13 WHEREAS, Anderson County 911 Telecommunicators are
14 certified in advanced emergency medical dispatch
15 qualifying them to offer a variety of potentially
16 lifesaving instruction including CPR, bleeding control,
17 choking, childbirth and airway maintenance over the
18 telephone until paramedics arrive on the scene; and
19 WHEREAS, Anderson County 911 Telecommunicators have
20 been recognized for their medical guidance and support
21 as an emergency service provider to callers.
22 NOW, THEREFORE, BE IT RESOLVED, the Anderson County
23 Council considers Anderson County 911 Telecommunicators
24 "First Responders" as their information and life-saving
25 instruction are critical to keeping our citizens,
26 visitors and other first responders safe. Notice I did
27 say other first responders, because you guys are a
28 first responder and member of public safety just as
29 much.
30 Furthermore, Anderson County Council hereby
31 proclaims the week of April 11-17, 2021, as "National
32 Public Safety Telecommunicators Week" and join in
33 honoring the men and women whose diligence and
34 professionalism keep our citizens safe.
35 MAY THIS BE RESOLVED in a meeting duly assembled
36 this 6th day of April 2021.
37 Mr. Chairman, I bring that in the form of a motion.
38 TOMMY DUNN: Thank you, Mr. Chairman.
39 And Ms. Wilson seconds that motion. Thank you. Now
40 any discussion? Ms. Wilson.
41 CINDY WILSON: I've had cause to call
42 911 a couple of times over the past several years with
43 an accident or something observed in the road and your
44 performance individually has just been incredible. We
45 really appreciate y'all.
46 TOMMY DUNN: Anyone else? Mr.
47 Sanders.
48 BRETT SANDERS: Yes. I'd just like to
49 thank them for providing a service that allows the
50 citizens of Anderson County to sleep well at night.

1 And I think they know that they are being protected and
2 looked out for and we appreciate what you do. Thank
3 you.

4 TOMMY DUNN: Thank you, Mr. Sanders.
5 Anyone else?

6 RAY GRAHAM: Mr. Chairman, I've got
7 one other thing.

8 TOMMY DUNN: Yes, sir.

9 RAY GRAHAM: Again, I just want to
10 stress, y'all are very much part of the public safety
11 system. A lot of times, you know, people seem to
12 forget that. But I mean, I know firsthand the value
13 that each and every one of you brings. It's comical.
14 A lot of times the eighteen-year-olds that wants to get
15 into law enforcement or whatever, into public safety,
16 they use that as a stepping stone to kind of start
17 getting involved. And the downside is Ms. Becky has to
18 train them for a year or two, grow them up a little bit
19 and then send them on to their next step in public
20 safety. But I mean, you know, there's so many across-
21 the-field members that works with you guys on a regular
22 basis continuing dispatching and also works in other
23 fields of public safety, as well. But Anderson County
24 would not have the public safety program we have here
25 today without each and every one of y'all's commitment
26 and dedication.

27 And you know, knowing a lot of you firsthand, I
28 realize the same calls that the other public safety
29 members carries home with them at the end of the shift,
30 you guys do, as well. Because not only are you taking
31 care of that citizen that's made that call in, you're
32 also that ear that's trying to take care of that,
33 whether it's an officer, whether it's a fireman,
34 whether it's EMS, whoever, and trying to ensure that
35 they get back home safely at the end of the shift. And
36 that burden on each and every one of you, I've never
37 set in your seat, but I can only imagine. And I
38 personally just want to thank each and every one of you
39 for the job well done. Thank you.

40 TOMMY DUNN: Thank you, Mr. Chairman.
41 Anyone else? I'd just like to take this opportunity
42 also to thank y'all. Appreciate all what y'all do. I
43 know it's a thankless job. But y'all are the first
44 line of defense of the citizens of Anderson County and
45 y'all can make a call, whether it's a fire call, police
46 call, EMS call, whatnot, y'all can make it go smooth or
47 to look hysterical. Been many a night driving a fire
48 truck at three o'clock in the morning by yourself and
49 that dispatch makes all the difference in the world
50 about keeping everybody calm and keeping things up.

1 Appreciate what y'all do. Appreciate what all y'all's
2 leadership does out there. I think we're got a fine,
3 fine, fine 911 system and takes a backseat to nobody
4 and striving to get better every day. And we really do
5 appreciate it. And if we can ever help, y'all let us
6 know. We're always willing to listen to see if we can
7 make it better. And I know y'all was probably duped
8 into coming here tonight on something about some pay,
9 but that's -- we'll get Major Vaughan back there for
10 that, but we appreciate y'all coming. And that is not
11 in the works; it's done. And Major Vaughan will
12 explain that to you and everything. But if y'all would
13 just step up here all of y'all right quick. We've got
14 a plaque coming. We've got to get some signatures.
15 We'll vote right quick. All in favor of the motion
16 show of hands. All opposed like sign. Show the motion
17 carries unanimously.

18 **PRESENTATION OF RESOLUTION**

19 **APPLAUSE**

20 TOMMY DUNN: We're getting a little
21 behind, so we're going to move on.
22 Item number (c), Resolution R2021-010. I recognize
23 Brett Sanders.

24 BRETT SANDERS: Thank you, Mr. Chairman.
25 I would like to put Resolution 2021-010 in the form
26 of a motion.

27 It's a Resolution declaring April as Fair Housing
28 Month and other matters related thereto.

29 WHEREAS, the Anderson County Council desires that
30 all its citizens be afforded the opportunity to attain
31 a decent, safe, and sound living environment; and

32 WHEREAS, the Anderson County Council rejects
33 discrimination on the basis of race, religion, color,
34 sex, national origin, disability, and/or familial
35 status in the sale, rental, and provision of other
36 housing services; and

37 WHEREAS, the State of South Carolina enacted the
38 South Carolina Fair Housing Law in 1989; and

39 WHEREAS, April is recognized nationally as Fair
40 Housing Month.

41 NOW, THEREFORE, BE IT RESOLVED that Anderson County
42 does hereby designate April 2021 as Fair Housing Month.

43 RESOLVED in meeting duly assembled this 6th day of
44 April 2021.

45 TOMMY DUNN: Have a motion Mr.
46 Sanders. Do we have a second?

47 CINDY WILSON: Second.

48 TOMMY DUNN: Second Ms. Wilson. Any
49 discussion? Hearing none, all in favor of the motion
50 show of hands. Opposed like sign. Show the motion

1 carries unanimously.
2 Moving on now to item number (d), 2(d), R2021-011.
3 This will be a resolution coming from me. Mr. Burns is
4 going to read it.
5 RUSTY BURNS: Resolution 2021-011, a
6 Resolution supporting the Anderson Area Remembrance and
7 Reconciliation Initiative and other matters related
8 thereto.
9 WHEREAS, five victims of racial lynching in
10 Anderson County from 1894-1911 have been identified;
11 and,
12 WHEREAS, the Anderson Area Remembrance and
13 Reconciliation Initiative in partnership with
14 the Equal Justice Initiative has launched a research
15 project to find appropriate ways to foster dialogue,
16 promote education and encourage conversations that will
17 acknowledge the past and work toward a time when true
18 fellowship prevails among people of all races in our
19 community; and,
20 WHEREAS, the members of Anderson Area Remembrance
21 and Reconciliation Initiative aim to raise awareness
22 and inspire action through dialogue, community
23 education, and public memorials; and
24 WHEREAS, increased awareness will lead to concrete
25 policies and actions that will eliminate disparities
26 and move us toward the goal of a "Beloved Community."
27 WHEREAS, Anderson County wishes to be part of a
28 national effort to create new spaces, markers and
29 memorials that address the legacy of slavery, lynching
30 and racial segregation;
31 NOW, THEREFORE, BE IT RESOLVED, that the Anderson
32 County Council hereby offers its support for the
33 efforts by the Anderson Area Remembrance and
34 Reconciliation Initiative to memorialize the victims of
35 lynching in Anderson County and promote awareness
36 programs aimed at addressing racial inequities in our
37 community.
38 TOMMY DUNN: Put that in the form of
39 a motion. Have a second?
40 CINDY WILSON: Second.
41 TOMMY DUNN: Second Ms. Wilson. Any
42 discussion?
43 CINDY WILSON: May I?
44 TOMMY DUNN: Yes, ma'am.
45 CINDY WILSON: When I read the
46 description of those individuals, it was horrifying.
47 It's hard to believe that ever happened in our
48 community. But I think it's very important that we
49 acknowledge it and we do set up appropriate memorials.
50 Thank you.

1 TOMMY DUNN: Thank you, Ms. Wilson.
2 Anyone else? All in favor of the motion show of hands.
3 All opposed like sign. Show the motion carries
4 unanimously.

5 This part will be adjourned. We're going to take
6 about a three minute break and let people leave who
7 wants to leave and come back. We're going to start our
8 regular council meeting at 6:30.
9

10 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:23 P.M.)**

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

APRIL 6, 2021

IN ATTENDANCE:
TOMMY DUNN, CHAIRMAN
RAY GRAHAM
BRETT SANDERS
CINDY WILSON
JIMMY DAVIS

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
PHYLLIS WHITE

1 TOMMY DUNN: At this time I would
2 like to call the regular Anderson County Council
3 meeting of April the 6th to order. I want to welcome
4 each and every one of you here tonight. And thank you
5 for coming. I want to first of all say it's good to be
6 back home. I know I'm going to miss Clarence and the
7 Civic Center. We talked about that today. But still
8 it's good to be back in our surroundings. And
9 hopefully we can keep moving this forward and not have
10 any setbacks.

11 Two, I would like to recognize Mr. John Wright is
12 out of town and will not be here tonight,
13 unfortunately.

14 And three, I would like to thank and recognize our
15 new temporary clerk to council, Ms. Phyllis White, and
16 her assistant over there, Mr. Chris. Appreciate y'all
17 stepping in. As we said last council meeting, Ms.
18 Lacey is having some medical problems. We wish her all
19 the best, a speedy recovery and hope we all keep her in
20 our thoughts and prayers, and her family, and hopefully
21 get her back soon. And we also want to thank and
22 appreciate Ms. White and Chris for stepping in and
23 filling in and doing a good job. Phyllis, you
24 remember, just listen to me and not Mr. Burns and we'll
25 be all right.

26 So at this time we're going to get started at our
27 regular council meeting. At this time I'd like to ask
28 Councilman Davis if he would lead us in the invocation
29 and pledge of allegiance. And we'll all rise, please.

30 JIMMY DAVIS: Let us pray.
31 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

32 TOMMY DUNN: The March 16th minutes
33 hasn't been received, so we'll -- there will be no
34 approval of the minutes tonight. We'll be moving on.

35 CINDY WILSON: March 2nd.

36 TOMMY DUNN: I'm sorry. Let me get
37 caught up here. We do have March 2nd. I thought we
38 had done that last time. I skipped over it. Anyway,
39 March 2nd, are there any corrections or changes to be
40 made to the March 2nd regular council meeting.

41 CINDY WILSON: May I, Mr. Chairman?

42 TOMMY DUNN: Ms. Wilson; yes, ma'am.

43 CINDY WILSON: On page 18, line 14, the
44 word was sordid; not sorted. And on line 31, the word
45 was company rather than community. And if I might put
46 that in the form of an amendment for the minutes,
47 correction for the minutes.

48 TOMMY DUNN: We have a motion by Ms.
49 Wilson to make those changes. Do we have a second?

50 BRETT SANDERS: Second.

1 TOMMY DUNN: Second Mr. Sanders. All
2 in favor of the motion show of hands. All opposed like
3 sign. Show the motion carries unanimously. Anything
4 else? Do we have a motion then to move these as
5 amended, Ms. Wilson's motion to move them forward?
6 CINDY WILSON: So moved.
7 TOMMY DUNN: Have a second?
8 JIMMY DAVIS: Second.
9 TOMMY DUNN: Mr. Davis. All in favor
10 of the motion show of hands. Opposed like sign. Show
11 the motion carries.
12 Moving on ordinance third reading, number 5 and
13 number 6, we have none.
14 Moving on to item number 7, first reading, this
15 will be item number 7(a), 2021-018, an ordinance
16 authorizing the execution and delivery of a fee in lieu
17 of tax agreement by and between Anderson County, South
18 Carolina and Project B4 with respect to certain
19 economic development property in the county, whereby
20 such property will be subject to certain payments in
21 lieu of taxes, including the provision of certain
22 special source credits; and other matters related
23 thereto.
24 We have -- Mr. Burriss?
25 BURRISS NELSON: This is another first,
26 but it's a third time first. This is a spec building
27 opportunity for us using, as Ms. Wilson said her
28 favorite, using other people's money to develop a
29 project. It'll be approximately two hundred and fifty
30 thousand square foot spec building for manufacturing or
31 distribution. We expect it to be a tilt-up concrete.
32 Total investment, eleven million nine hundred and
33 twenty thousand. Current taxes on that particular
34 piece of property this year seventy-eight dollars and
35 thirty-one cents. Projected for 2022 thirty-four
36 thousand nine hundred and twenty-two dollars. And then
37 over thirty years 3.95 million. This comes to council
38 as a recommendation from staff and the Economic
39 Development Advisory Board.
40 TOMMY DUNN: Thank you, Mr. Burriss.
41 Do we have a motion to move this forward?
42 CINDY WILSON: So moved.
43 TOMMY DUNN: Motion Ms. Wilson. Do
44 we have a second?
45 JIMMY DAVIS: Second.
46 TOMMY DUNN: Second Mr. Davis. Any
47 discussion? I'm going to take this opportunity right
48 quick. It ain't been but just a few short years ago we
49 didn't have nobody wanting to do nothing in Anderson
50 County. Under Mr. Burns and Mr. Nelson's leadership

1 and council's time, went out on a limb and we developed
2 Alliance Park up there; going to put our first spec
3 building. Some people thought we was crazy. We had it
4 sold before we broke ground. Wait a little bit, then
5 we do our second one on some property. We sold it
6 before we broke ground. That's where Arthrex is at
7 today. It's been outstanding. Now people are coming
8 from outside the county and inside the county wanting
9 to invest money and do this thing. We don't have to.
10 We're just prime to pump. It's really heartwarming to
11 see it because these buildings are bringing good jobs
12 and Mr. Nelson can go on and on and on, but that's what
13 a lot of companies want, ready-built sites and
14 buildings when they come in. That's keeps us
15 competitive in today's economy. We've got a diverse
16 economy which is great and we want to keep it that way.

17 And I can promise you -- I hope I'm wrong but it
18 won't be -- it ain't if it's going to slow down. It's
19 going to be when it does. So we want to keep these
20 things coming and we want to keep our citizens of
21 Anderson County working as much as possible.

22 Not only that, it giving them a good wage where
23 they can earn a good living, support their families.
24 And our young people ain't got to leave Anderson County
25 to go get a good job and stay here. And I'll tell you,
26 I've been proud to play a small part in that in the
27 last ten/twelve years. It's been outstanding. And I
28 just look -- even downtown Anderson if you look at the
29 money that's been invested in the city now when it
30 wasn't being, and all around our county. And it's
31 great.

32 And I know we've got on the backside of that maybe
33 a little bit too much growth in places, but you know,
34 it's hard to keep a good thing a secret. People love
35 God's country and this is what I think it is here in
36 Anderson County. We're very fortunate and blessed.

37 BURRISS NELSON: Amen.

38 TOMMY DUNN: Anything else?

39 CINDY WILSON: May I?

40 TOMMY DUNN: Yes, ma'am, Ms. Wilson.

41 CINDY WILSON: Adding to what you said,

42 our young people can get training or education to meet
43 the requirements of those jobs. And like you said,
44 they're well-paying jobs. That's a lot of the team
45 work that has occurred here in this wonderful county.
46 Thank you.

47 TOMMY DUNN: Thank you, Ms. Wilson.
48 Anyone else? All in favor of the motion show of hands.
49 All opposed like sign. And I do want to thank, also,
50 just for a second here, Mr. Burriss, appreciate what

1 you and your team has done and our Economic Development
2 Board that you work with so good. We really appreciate
3 all of y'all.
4 We're going to be moving on now to ---
5 LEON HARMON: Mr. Chairman, just one
6 clean-up item. I think we missed citizens comments,
7 but no one was signed up.
8 TOMMY DUNN: Okay.
9 LEON HARMON: I just wanted to put
10 that in the record.
11 TOMMY DUNN: I knew that. I put my
12 great questions hat on and I done seen didn't nobody
13 sign up. I appreciate that. Nobody signed up. That's
14 the second one. Mr. Graham got me on the first one.
15 Y'all have to keep a close eye on me tonight. I'm just
16 making sure ain't all y'all asleep. And I just want
17 the record to show we done got way down here on this
18 agenda before Mr. Harmon woke up and caught that. I
19 appreciate that. Always willing to let our citizens
20 talk. Don't think that's not the case.
21 Moving on to item number 7(b), 2021-019, an
22 Ordinance to amend Section 42-119 of the Code of
23 Ordinances, Anderson County, South Carolina so as to
24 add Section 42-119 (i) regarding community cat care
25 givers; and other matters related thereto. Ms. Wilson.
26 CINDY WILSON: Thank you, Mr. Chairman.
27 This is simply an amendment to the existing code and
28 clarifies the situation. And I'll read this clause.
29 Any person who traps a community cat and delivers
30 it to Anderson County PAWS under the trap neuter return
31 process shall provide appropriate water and food for
32 such community cats in the future and return the
33 community cat to PAWS at appropriate intervals to
34 receive rabies vaccinations.
35 That's the wording. And Mr. Burns has assured me
36 that if any of these elderly people or people who have
37 difficulty in getting the animals back to the shelter
38 need help rounding them up and getting their rabies
39 inoculations, we can provide assistance. There's been
40 an issue of animals that aren't vaccinated and rabies
41 is a very horrible disease and we have a much higher
42 incidence, I think, in our county than elsewhere. So I
43 put that in the form of a motion.
44 TOMMY DUNN: Have a motion by Ms.
45 Wilson. Have a second?
46 RAY GRAHAM: Second.
47 TOMMY DUNN: Second Mr. Graham. Any
48 discussion? All in favor of the motion show of hands.
49 All opposed. Show the motion fails with Mr. Graham and
50 Ms. Wilson in favor; Mr. Dunn, Mr. Davis and Mr.

1 Sanders opposes.

2 Moving on to item number (c), 2021-020, an
3 Ordinance to amend Section 2-632 of the Code of
4 Ordinances, Anderson County, South Carolina so as to
5 establish the membership, meeting requirements, and
6 procedure of the purchasing review panel; and other
7 matters related thereto. Mr. Sanders.

8 BRETT SANDERS: Yes, sir, Mr. Chairman.
9 That was through our meeting that we had, committee
10 meeting, and there are some committees that aren't
11 meeting or not required to meet. I think Mr. Harmon is
12 going to work on straightening out and making sure that
13 we have in place what we need. Title only.

14 TOMMY DUNN: We have a motion by Mr.
15 Sanders. Have a second? Second Mr. Davis. Open the
16 floor for discussion. Mr. Harmon, you are working on
17 putting this panel together. We'll have it by second
18 reading. Not the panel, but the ordinance stating
19 about who the panel will be made up of.

20 LEON HARMON: Yes, correct. We will
21 have an amended ordinance for second reading; next
22 meeting.

23 TOMMY DUNN: Anyone else? All in
24 favor of the motion show of hands. Opposed like sign.
25 Show the motion carries unanimously.

26 Moving on to item number (d), 2021-021, an
27 Ordinance to amend section 10-63 of the Code of
28 Ordinances, Anderson County, South Carolina, so as to
29 establish the membership meeting requirements, and
30 procedure of the construction board of adjustment and
31 appeals; and other matter related thereto. Mr.
32 Sanders.

33 BRETT SANDERS: Again, this is pretty
34 much the same as the prior one following it that Mr.
35 Harmon is going to work on language and requirements
36 and send them back to us.

37 TOMMY DUNN: Have a motion by Mr.
38 Sanders. Have a second?

39 JIMMY DAVIS: Second.

40 TOMMY DUNN: Second Mr. Davis. Any
41 discussion? All in favor of the motion show of hands.
42 Opposed like sign. Show the motion carries
43 unanimously.

44 Moving on to item number (e), 7(e), 2021-022, an
45 Ordinance to amend section 30-81, 30-82, and 30-83 of
46 the Code of Ordinances, Anderson, South Carolina so as
47 to dissolve the emergency medical services advisory
48 committee by deleting these sections of the Code of
49 Ordinances and reserving these sections for future use;
50 and other matters related thereto. Have a motion to

1 move this -- Mr. Sanders.

2 BRETT SANDERS: Yeah, put this in the
3 form of a motion. Same thing. I don't think the way
4 everything is structured right now we don't even use
5 that committee. I believe Mr. Harmon (inaudible). Put
6 that in the form of a motion.

7 TOMMY DUNN: Do we have a second?

8 JIMMY DAVIS: Second.

9 TOMMY DUNN: Second Mr. Davis. Any
10 discussion? I just want to clarify. I think on the
11 first two those committees or some shape, way or form
12 of those committees is going to have to stay in place
13 to keep our things going. This one here will not have
14 to be. This will be gone away with entirely. Just
15 some word smithing and stuff. And I do want to
16 appreciate the committee's work on this and council's
17 thing. Like I said, I've been on council twelve years,
18 going on thirteen, and two of those committees, the
19 first two we just talked about, has never met; not one
20 time. The members ain't even around. But they are
21 important to have in case something happens. And hope
22 we'll do a better job and have something a little bit
23 more working on that. All in favor of Mr. Sanders'
24 motion, show of hands. All opposed like sign. Show
25 the motion carries unanimously.

26 Now we're going to move on to item number 7(f),
27 2021-023, an Ordinance to Amend Section 38-314 of the
28 Code of Ordinances, Anderson County, South Carolina so
29 as to add Section 38-314 (e) regarding private road
30 standards; and other matters related thereto. Mr.
31 Davis.

32 JIMMY DAVIS: Thank you, Mr. Chair.
33 This is -- we're going to talk about this in title only
34 tonight. We have the ordinance to come forth hopefully
35 -- it will be by next council meeting. But what we're
36 doing here is offering an option to landowners for
37 development of their property to where they can put a
38 private road in. That means it'll never be owned by
39 the county. Put a private road in and be able to
40 develop their property up to ten lots. And it will be
41 capped at ten lots. There will be some engineering
42 standards that we'll require. And this will give
43 landowners an opportunity to be able to do something
44 with their land and not just necessarily have to sell
45 it off to be a huge subdivision. The lots will be a
46 two-acre minimum. So we're looking forward to getting
47 this completed. But this is the first reading of this.
48 We have two more readings. And I look forward to it.
49 I put that in the form of a motion.

50 TOMMY DUNN: We have a motion by Mr.

1 Davis. Have a second?
2 BRETT SANDERS: Second.
3 TOMMY DUNN: Second Mr. Sanders. Now
4 open the floor up for discussion. I'd just like to say
5 I think this is something that can really benefit us
6 here in Anderson County. Oconee has got something
7 similar to this. Pickens has got something similar to
8 this. This would enable people that wants tracts of
9 land -- you can call it mini farms or what not to go
10 out there -- up to ten parcels of land on this to be
11 able to compete and do this. It'll make engineering
12 costs be a little bit cheaper; stormwater will be
13 cheaper; road building will be cheaper. But the road
14 would still be built to engineering standards. Still
15 be safe and still be safe for our vehicles, our first
16 responded to travel on these roads and get through
17 them. I'm excited about this and appreciate Mr. Davis
18 working on this. Any more discussion?
19 RAY GRAHAM: Mr. Chairman?
20 TOMMY DUNN: Mr. Graham.
21 RAY GRAHAM: I agree. I think it's a
22 great thing we're moving forward on. I think it
23 equalizes the playing field. And more important, I
24 think it gives our citizens in Anderson County the
25 opportunity to do something with their land, especially
26 with land that's a magnitude.
27 One question on that. Once this is approved, would
28 that plan be in place and as long as you meet that
29 criteria, there's no other standards? You don't have
30 to bring it forth for approval that this is done; this
31 is basically if you meet that criteria then it would be
32 done. Kind of like through Planning, I assume.
33 JIMMY DAVIS: It will still have to
34 come before the Planning Commission because of the way
35 it's designed. It's not all on one road. So the way
36 our ordinances currently are, anything less than seven
37 lots, if it's on a public road does not come before the
38 Planning Commission. But this being on a private road
39 and being a planned development, it would still come
40 before it. But the -- our goal was to lower the cost
41 of development to be able to do that while still being
42 able to have a road that emergency vehicles and things
43 of that nature can still get down. We're looking at an
44 eighteen-foot wide road. It can be gravel or paved.
45 There's a lot going to it, but it would still need to
46 come before the Planning Commission.
47 RAY GRAHAM: Right. But in general
48 that criteria is going to be there for anybody to meet
49 if they have that option?
50 JIMMY DAVIS: Absolutely.

1 RAY GRAHAM: Again, I commend you
2 guys for working on this. I think it's a great plan.
3 And again, I think it equalizes the playing field as
4 far as to our citizens versus developments coming in
5 and buying that same exact land and doing the same
6 thing and basically reaping the benefits from outside
7 the county. So, again, job well done on that. Thank
8 you.

9 TOMMY DUNN: Thank you. Anyone else?
10 All in favor of the motion show of hands. Opposed like
11 sign. Show the motion carries unanimously.

12 Now we're going to be moving on to 7(g), 2021-024,
13 an Ordinance to approve the Ground Lease Agreement
14 between Anderson County, South Carolina and TCTC
15 Research Foundation, LLC for location of an asphalt
16 research and laboratory at 1428 Pearman Dairy Road
17 Facility owned by Anderson County; and other matters
18 related thereto.

19 Just want to say this is the -- TCTC is Tri-County
20 Technical College. And the 1428 Pearman Dairy Road is
21 the old TTI building, which Anderson County now owns.
22 Mr. Nelson.

23 BURRISS NELSON: Thank you, Mr. Chairman.
24 Members of council, as you are aware, the -- Tri-County
25 Tech has this research foundation. And this research
26 into recycling rubber tires and a variety of plastics
27 has grant dollars from South Carolina Department of
28 Transportation. They also have some grant dollars from
29 South Carolina DHEC where they'll try to combine rubber
30 from tires. We won't have a pile of tires out there,
31 for council's edification. It'll bring the ground-up
32 rubber into the facility. There will not be huge
33 quantities. And they'll be making material that could
34 be used as pallets and shipping containers, as well.
35 The products will be tested as a substitute for hard
36 plastic. And all of this effort is to reduce the waste
37 stream, save money and assist in minimizing
38 environmental concerns and damage to the ecosystem.
39 Thank you, members of council. This comes to council
40 has a recommendation from or staff and the Economic
41 Development Advisory Board.

42 TOMMY DUNN: Do we have a motion to
43 move this forward?

44 BRETT SANDERS: Motion.

45 TOMMY DUNN: Motion Mr. Sanders.

46 Second Mr. Graham. Now, any discussion? Hearing and
47 seeing none -- I think this will be great for the
48 county. I think it's great for the state and good for
49 Tri-County Tech. I'm really looking forward and
50 excited about this. This can go a long way and really

1 help us out and pay dividends. I appreciate all the
2 work of y'all folks putting this together. Anybody
3 else? All in favor of the motion show of hands. All
4 opposed like sign. Show the motion carries
5 unanimously.

6 Moving on to item number 7(h), 2021-025, an
7 Ordinance to approve a governmental real estate lease
8 between Anderson County, South Carolina and Tri-County
9 Technical College Enterprise Campus Authority for a
10 portion of the building located at 1428 Pearman Dairy
11 Road for an Enterprise Campus; and other matters
12 related thereto. And also, again, for the record, this
13 is the old TTI building on 28 Bypass. Mr. Burriss.

14 BURRISS NELSON: Thank you, Mr. Chairman,
15 members of council. In collaboration with Tri-County
16 Technical College, Anderson County proposes to lease a
17 portion of the Anderson County 1428 Pearman Dairy Road
18 facility at an intergovernmental discounted rate. The
19 project has at its core seeking grant funds and other
20 funding sources to develop, as well as redevelop,
21 manufacturing space and as well training facilities for
22 as many Anderson County -- for our many Anderson County
23 industry partners.

24 One thing I failed to mention in the previous one
25 about the research, they're actually paying a lease
26 rate at market rate. But anyhow. This comes to
27 council as a recommendation from staff, as well as from
28 the Economic Development Advisory Board.

29 TOMMY DUNN: Thank you, Mr. Nelson.
30 Do we have a motion? Motion Mr. Sanders. Second Ms.
31 Wilson. Any discussion? Mr. Harmon, while I was
32 looking through this, I never seen nowhere the three
33 hundred thousand dollars that Mr. Cooper owes us.

34 LEON HARMON: I didn't see that
35 either, Mr. Chairman.

36 TOMMY DUNN: How about before we get
37 to third reading see if you can't hammer that out. And
38 tell him I'm asking about it.

39 LEON HARMON: I will let him know
40 that.

41 TOMMY DUNN: This would please Mr.
42 Crowder very much. Any more discussion? All in favor
43 of the motion show of hands. All opposed like sign.
44 Show the motion carries unanimously.

45 Moving on to number 8(a), Resolution 8(a), 2021-
46 012, a Resolution authorizing the execution and
47 delivery of an inducement agreement by and between
48 Anderson County, South Carolina and Project B-4,
49 whereby, under certain conditions, Anderson County will
50 execute a fee in lieu of tax and special source credit

1 agreement with respect to an industrial project in the
2 county whereby the project would be subject to payment
3 of certain fees in lieu of taxes, and whereby Project
4 B-4 will be provided certain credits against fee
5 payments in reimbursement of investment in related
6 qualified infrastructure; and providing for related
7 matters. Mr. Nelson.
8 BURRISS NELSON: This is the resolution
9 that binds the minimum agreement under the ordinance
10 for B-4 to add to item 7(a), ordinance number 2021-018.
11 TOMMY DUNN: Thank you, Mr. Nelson.
12 Do we have a motion?
13 BRETT SANDERS: So moved.
14 TOMMY DUNN: Motion Mr. Sanders;
15 second Ms. Wilson. Any discussion? All in favor of
16 the motion show of hands. Opposed like sign. Show the
17 motion carries unanimously.
18 Moving on to number 8(b), this is 2021 -- Mr.
19 Nelson, we do appreciate it -- we're moving on to item
20 number 2021-013, a Resolution expressing intent to
21 cease county maintenance on and to authorize county
22 consent to judicial abandonment and closure of Lakewood
23 Lane designated as C-09-0033F; and other matters
24 related thereto. Mr. Burns.
25 RUSTY BURNS: (Inaudible.)
26 TOMMY DUNN: Do we have a motion to
27 move this forward?
28 CINDY WILSON: So moved.
29 TOMMY DUNN: Have a second?
30 JIMMY DAVIS: Second.
31 TOMMY DUNN: Motion Ms. Wilson;
32 second Mr. Davis. Do we have any -- Mr. Hopkins, back
33 there in the back, do we have any complaints about
34 anybody not wanting to do this? That's good. You
35 ain't got to come up here. That's all I need to know
36 unless you've got something to add or something?
37 Anybody? Anybody got any more questions or comments?
38 All in favor of the motion show of hands. All opposed
39 like sign. Show the motion carries unanimously.
40 Moving on to item number 8(c), 2021-014, a
41 Resolution to approve a grant agreement through the
42 Federal Aviation Administration Airport Coronavirus
43 Response Grant Program for the Anderson regional
44 airport; and other matters related thereto. Mr. Burns.
45 RUSTY BURNS: Mr. Dunn, this is
46 requesting permission from council to receive money
47 from the FAA to replace revenue lost due to the COVID-
48 19 pandemic.
49 TOMMY DUNN: Do we have a motion to
50 move this forward?

1 BRETT SANDERS: So moved.
2 TOMMY DUNN: Motion Mr. Sanders; and
3 second by Ms. Wilson. I open the floor up for
4 discussion. Mr. Burns?
5 RUSTY BURNS: Yes, sir.
6 TOMMY DUNN: Just -- I know this --
7 I'm going to ask this, where are we at with Mr. Harmon
8 maybe on the request for proposals about our
9 maintenance shop?
10 RUSTY BURNS: We have received
11 numerous -- the deadline is over. We have received
12 numerous replies to not only the maintenance shop but
13 we've also received replies for the new airport
14 engineers.
15 But I also want to say, while we're talking about
16 the airport, we're experiencing record fuel sales at
17 the airport, and I think that's a credit to our new
18 airport manager twisting some arms and providing good
19 customers service.
20 TOMMY DUNN: When do y'all foresee
21 getting something done on this airport maintenance
22 thing? I don't want to rush you. I know our
23 government. We don't want to get too quick.
24 RUSTY BURNS: Well, for all practical
25 purposes, we're no longer in the maintenance business.
26 TOMMY DUNN: That's right. So we
27 want to get something out there while people are still
28 wanting to come?
29 RUSTY BURNS: Yes, sir. But we had
30 numerous requests to put a maintenance shop out there,
31 and we're putting a committee together to look at that,
32 and they will begin working next week.
33 TOMMY DUNN: Okay. And I do want to
34 commend our airport manager. I think he's done an
35 outstanding job up to this point. I couldn't be more
36 pleased with what he's done at the airport so far and
37 continues to do. Been real good by far. Exceptional.
38 Anything else? All in favor of the motion show of
39 hands. Opposed like sign. Show the motion carries
40 unanimously.
41 Now moving on to item number 8(d), 2021-015, a
42 Resolution to approve an Agreement for Executive and
43 Administrative Services between Anderson County, South
44 Carolina and Tri-County Technical College Enterprise
45 Campus located at 1428 Pearman Dairy Road, Anderson,
46 SC; and other matters related thereto. And again, this
47 is the TTI building. Mr. Nelson.
48 BURRISS NELSON: Thank you, Mr. Chairman
49 and members of council. This resolution just merely
50 summaries the ordinance number 2021-025 and just puts

1 it in simplified language. Thank you, sir. That comes
2 as a recommendation.

3 TOMMY DUNN: Thank you. Do we have a
4 motion to move this forward?

5 BRETT SANDERS: So moved.

6 TOMMY DUNN: Motion Mr. Sanders;
7 second Ms. Wilson. Any questions, comments for Mr.
8 Nelson or anything? We good? All in favor of the
9 motion show of hands. Opposed like sign. Show the
10 motion carries unanimously.

11 We're going to move on now, item number 9, council
12 approval for paving of Public Well Road and Pebblebrook
13 Road. Mr. Burns.

14 RUSTY BURNS: Mr. Chairman, we have
15 received requests to have these two roads paved. We
16 would suggest that we apply to the Anderson County
17 Transportation Committee to receive this funding. We
18 currently have the match necessary to match that
19 amount. And we would like your approval to send it to
20 that committee.

21 TOMMY DUNN: Thank you, Mr. Burns.
22 Do we have a motion to put this on the floor?

23 RAY GRAHAM: Motion made.

24 TOMMY DUNN: Motion Mr. Graham;
25 second Ms. Wilson. Any discussion? All in favor of
26 the motion show of hands. Opposed like sign. Show the
27 motion carries unanimously. Thank y'all.

28 Now we're moving on to item number 10. Y'all got
29 any objection to doing this together; 10(a) and (b),
30 Honea Path and Belton vehicles? Mr. Burns.

31 RUSTY BURNS: Mr. Chairman, we have
32 received requests from the town of Honea Path for two
33 vehicles and one for a truck for Belton. These are
34 items that we -- are no longer needed in Anderson
35 County, and we would like to assist Honea Path and
36 Belton with their needs for these two items.

37 TOMMY DUNN: Do we have a motion to
38 move this forward? Motion Ms. Wilson; second Mr.
39 Sanders. Open the floor up for discussion? Any? Go
40 ahead.

41 RAY GRAHAM: I know the truck for
42 Belton, that's a very needed item for the town. Just
43 like everyone else, they're struggling with COVID and
44 everything else and it's going to be very beneficial.
45 And they definitely send their thanks for the council's
46 support.

47 TOMMY DUNN: Appreciate that, Mr.
48 Graham. Anyone else? All in favor of the motion show
49 of hands. All opposed like sign. Show the motion
50 carries unanimously.

1 Now we're going to move on to item number 11(a),
2 bid approval number 21-048; this is Toxaway Mill debris
3 pile. Mr. Carroll. Mr. Carroll, glad to see you here
4 tonight. Hope you're feeling better. Yes, sir.
5 ROBERT CARROLL: (Inaudible) expect to be
6 able to do all of it, but they gave us a rate of
7 eighty-five dollars per ton and we're asking for
8 approval of that from HEPACO out of Charlotte.
9 TOMMY DUNN: Do we have a motion to
10 move this forward? Motion Ms. Wilson. Do we have a
11 second? Second Mr. Davis. Open the floor up for
12 discussion. Mr. Carroll, has Anderson County used that
13 company before?
14 ROBERT CARROLL: Yes, sir.
15 TOMMY DUNN: Well satisfied with
16 them?
17 ROBERT CARROLL: Yes, sir. They're very
18 well known. Do a lot of work.
19 TOMMY DUNN: Anyone else? All in
20 favor of the motion show of hands. Opposed like sign.
21 Show the motion carries unanimously.
22 Moving on to item number 11(b), bid number 21-036,
23 a chip spreader. Mr. Carroll.
24 ROBERT CARROLL: Yes, sir. This is for
25 Roads and Bridges Department. Recommend award to
26 Ascendum Machinery for two hundred eighty-three
27 thousand three hundred thirty-three dollars, plus tax.
28 They're over in Piedmont, South Carolina.
29 TOMMY DUNN: Do we have a motion to
30 move this forward?
31 JIMMY DAVIS: So moved.
32 CINDY WILSON: Second.
33 TOMMY DUNN: Motion from Mr. Sanders;
34 second Ms. Wilson. Mr. Davis made that motion. I
35 caught myself on that one. Any questions, comments,
36 discussion?
37 JIMMY DAVIS: Mr. Chair?
38 TOMMY DUNN: Yes, sir, Mr. Davis.
39 JIMMY DAVIS: Mr. Carroll, it's good
40 to see you. I hope you're feeling a little bit better.
41 ROBERT CARROLL: I am. Thank you, sir.
42 JIMMY DAVIS: This -- I'm assuming
43 this is an asphalt chip spreader?
44 ROBERT CARROLL: Yes, sir.
45 TOMMY DUNN: Thank you for clarifying
46 that. I didn't want anybody to think we was paying
47 that was a wood chipper.
48 JIMMY DAVIS: But this is something
49 that's needed and it's very -- it seems to be a -- the
50 machine itself seems to be very versatile in what it

1 can do. I just wanted to clarify that.
2 TOMMY DUNN: Do we have one now, Mr.
3 Hopkins?
4 HOLT HOPKINS: Yes, sir, we do, but
5 it's about thirty-five years old.
6 TOMMY DUNN: I understand. I just
7 wanted to -- that's fine. Appreciate it. Anyone else?
8 All in favor of the motion show of hands. Opposed like
9 sign. Show the motion carries unanimously.
10 Moving on to item number 12, transfers. Ms. Davis.
11 RITA DAVIS: (Inaudible) forty going
12 to part-time and forty-five thousand to overtime,
13 primarily due to COVID, people out and vacations. And
14 they have vacancies, a lot of vacancies. (Inaudible.)
15 TOMMY DUNN: They're still well
16 within their budget on it?
17 RITA DAVIS: In the same department.
18 TOMMY DUNN: All this is doing is
19 just sliding one line to another line. And our
20 ordinance says it has to come before council to do
21 that.
22 RITA DAVIS: That is correct; yes,
23 sir.
24 TOMMY DUNN: Do we have a motion to
25 move this forward? Motion Ms. Wilson. Do we have a
26 second? Second Mr. Sanders. Any discussion? All in
27 favor of the motion show of hands. Opposed like sign.
28 Show the motion carries unanimously.
29 Moving on to item number 13, requests by council
30 members. Mr. Davis.
31 JIMMY DAVIS: Thank you, Mr. Chair. I
32 just have one and I'd like to put this in the form of a
33 motion for the Piedmont Historical Preservation
34 Society; does a great job down in Piedmont. If you're
35 ever around that area you can go down to see the Don
36 Roper Museum and then down at the old Community
37 Building. But it's a wonderful place and full of
38 history. But I'd like to make a motion that we
39 allocate out of District 6's special rec fund twenty-
40 five hundred dollars.
41 TOMMY DUNN: Thank you, Mr. Davis.
42 Second Ms. Wilson. Any discussion? All in favor of
43 the motion show of hands. All opposed like sign. Show
44 the motion carries unanimously. Anything else, Mr.
45 Davis?
46 JIMMY DAVIS: No, sir.
47 TOMMY DUNN: Mr. Sanders?
48 BRETT SANDERS: Nothing at this time.
49 TOMMY DUNN: I believe Mr. Graham
50 told me earlier he wanted to do his next week on the

1 American Legion, but do you have anything?
2 RAY GRAHAM: That's all.
3 TOMMY DUNN: Thank you. Ms. Wilson?
4 Okay. At this time District 5 has nothing.
5 We'll move on now to Administrator's report.
6 RUSTY BURNS: Mr. Dunn, only one
7 thing. We have a meeting next week with DHEC to get
8 final permission to begin cleaning up the Viva site in
9 the Homeland Park area. And so we're looking forward
10 to that. It's been a long, long haul, and DHEC has
11 allowed us two million dollars, but that's not all
12 they're going to give us. But we have that two million
13 and we're going to start that process.
14 TOMMY DUNN: Thank good. That's very
15 greatly needed. We need that and I appreciate all the
16 hard work staff and Greg Smith has been on top of this,
17 too, I know, in doing that.
18 RUSTY BURNS: Yes, sir.
19 TOMMY DUNN: At this time we'll open
20 up for citizens comments. Mr. Harmon.
21 LEON HARMON: Mr. Chairman, we have
22 one citizen signed up. Tonya Winbush.
23 TOMMY DUNN: If you would, you have
24 three minutes. Address the chair. And state your name
25 and district for the record.
26 TONYA WINBUSH: My name is Tonya Thomas.
27 Thank you for the opportunity. I am District 1, Craig
28 Wooten -- not Wooten.
29 TOMMY DUNN: Mr. Wright now.
30 TONYA WINBUSH: Mr. Wright now; yes.
31 And I -- first of all I want to commend the county
32 council for the Anderson Area Remembrance and
33 Reconciliation Initiative. I feel like that's moving
34 Anderson County forward in a big way, so I just want to
35 commend you all for that. Thank you very much.
36 But one of the things that I want to bring to your
37 attention happened to me today, and it kind of goes
38 along with this, is I went to get my deed from the
39 Register of Deeds today. And as I went to ask for my
40 deed there was some code that came up and the lady
41 didn't give me my deed. She said, oh, no, you have to
42 go to the Clerk of Court. And I'm like, that's funny;
43 they don't have deeds there, so why would I go there?
44 She said, well, you have to because I don't know where
45 it is. It's not showing where it's located. And I
46 said, okay. So I went there. I talked to a lady. She
47 was so friendly to say, we don't want to send you on a
48 wild goose chase, but because I know your family I'm
49 going to give you what you need. Here's a copy and
50 this is where it's located. This is the book ABC123.

1 So I said, okay. Thank you very much. So I went back
2 to the Registration of Deeds and I said, ma'am, the
3 kind lady at the Clerk of Court office said that you do
4 not -- they don't have these. They don't have books.
5 They don't keep this information there. And she said,
6 oh, well. And I said I have it here. This is a copy,
7 but it's very small print. So if you don't mind could
8 you print me a copy out of your system, please? And
9 she said, well, you already have it, so why ... I
10 said, please, ma'am, will you do that?

11 And so I'm saying that to say that the whole time
12 she could have given it to me. If there was an issue
13 she could have asked a supervisor. She did speak to a
14 gentleman that was beside her and he went right along
15 with it. And I'm at the point where I just didn't want
16 to make a big deal out of it at that point to get --
17 because I had to leave work to come. Anyway, it was a
18 frustrating day. And so I don't want to say that
19 people are -- have biases or prejudices. I know they
20 do. It just may have been a bad day for her or maybe
21 she just didn't know her job very well.

22 But I want to say this because it's a reflection of
23 all of us, especially you, because you are the county;
24 right? So when people are not given the information
25 that they requested, it makes people like me or people
26 that are I'll say of different racial backgrounds, it
27 makes us hesitate and it gives us a hesitancy to go and
28 ask for information that should be so readily available
29 to us.

30 So I just want to bring that to your attention. I
31 didn't ask the young lady her name, but I just wanted
32 to know -- wanted you to know the things that are going
33 on, you know, right up under our noses every day.

34 So thank you.

35 TOMMY DUNN: Thank you. And ma'am, I
36 just want to say this for the record. I can promise
37 you with 99.79 certainty, that was not racial or
38 nothing. I have met some county employees before and
39 I've been treated worse than that I can assure you.
40 And if they'll treat me that way, I can imagine what
41 they would do to somebody ... It's very few and far
42 between. Mr. Burns has done a wonderful job on
43 customer service. We'd like to get a little
44 information and he'll take care of this right here
45 because we want to make sure everybody has as pleasant
46 experience as possible. It's bad enough -- I tell them
47 all the time, we sure don't want the reputation that
48 the highway department has got.

49 Appreciate y'all. Thank you.

50 LEON HARMON: Mr. Chairman, no one

1 else is signed up.

2 TOMMY DUNN: Thank you, Mr. Harmon.

3 We're going to move on now to comments from
4 council. Ms. Wilson.

5 CINDY WILSON: Thank you, Mr. Chairman.
6 We had an amazing morning. Mr. Sanders and Mr. Burriss
7 Nelson and others and I went to visit Arthrex and we
8 were able to meet with the Federal Reserve Bank, I
9 guess he's the main economist. Incredible. We learned
10 so much. And I wish Ms. Ella Froedge had remained here
11 to have -- we may try to get a hold of her since she is
12 a stellar student and wants to go into biomedical
13 engineering. And Arthrex is looking for a few good
14 people. I think that's another example of being able
15 to have incredible jobs and meet the needs of our
16 employers and prospective employees.

17 But I have a little bone to pick with y'all. I was
18 taken aback. I didn't call anyone except for Mr.
19 Graham on the community cat issue. Apparently none of
20 y'all have gotten any phone calls like I have gotten.
21 And it would seem appropriate that when these cats are
22 dropped off at a place that we have something in place
23 that they're watered and fed properly and that they get
24 rabies shots annually. It's a state law. And when we
25 require our pet owners to get all their pets
26 vaccinated, it hardly seems safe or fair when community
27 cats are not inoculated.

28 We do have a higher incidence of rabies in this
29 county over a number of years. And I think there's
30 only been one human being who ever survived rabies and
31 it was a young lady out in the Midwest. And I would
32 like to request that y'all tell me what was lacking
33 here. It just seemed like such a simple, appropriate
34 amendment. And perhaps one of you would like to put
35 something up. Otherwise, other folks might want to
36 call y'all since we've tried to remedy the problem.

37 So please tell me because I'm not one to blind-side
38 people and do things without some team work. Thank
39 you.

40 TOMMY DUNN: Yes, ma'am. Mr. Graham.

41 RAY GRAHAM: Thank you, Mr. Chairman.

42 It's good to be back home. It is. It's great to be
43 back in the council chambers, back on our regular
44 meeting nights.

45 As far as the cats goes, I did support that. I
46 respect you guys' votes, as well. My biggest concern
47 is the complaints I get from the municipalities that's
48 in my district. And that is the reason I had to
49 support that. I don't know what the answer is. And by
50 far I'm definitely willing to listen to other options

1 even with PAWS because they do a tremendous job. So
2 it's definitely nothing against those guys. But I
3 absolutely -- cats is on the top of the list when it
4 comes to complaints from municipalities. And it's a
5 pretty regular phone call.

6 So again, I don't know what the answer is on that.
7 I personally don't like cats. I don't mind telling
8 you. Love dogs; love animals. I do not like cats.
9 But anyway, that's my opinion.

10 As far as the other thing ---

11 TOMMY DUNN: All phone calls, emails
12 go to Mr. Graham.

13 RAY GRAHAM: I'll get loaded up now.

14 As far as the other, thank you for your comments
15 tonight. I hope and pray that it absolutely has
16 nothing to do with your race. I know before I got on
17 council, and this is a pet peeve of mine. Before I got
18 on council -- I do a lot of business up at county deeds
19 office or what not. And even, you know, whether it's
20 construction or whether it was actually transferring
21 deeds or whatever, holy crap. Before I got on council
22 I felt like I was an absolute criminal every time I
23 went in there. Those times have changed. I like to
24 say it's probably because of a lot of the griping I
25 done when I first got on council. But I know it's just
26 our times have changed, our administrator, our
27 leadership throughout the county. And I still get
28 phone calls as a council member on people feeling that
29 they wasn't treated with the respect they should have
30 been. And nothing aggravates me more than to get a
31 phone call and I have to call -- Holt was here earlier
32 so I'm going to use him as an example -- I have to call
33 Holt to get something done when that citizen should be
34 able to make that same phone call and get the same
35 response. I think we're doing a lot better. I hope
36 the information you shared a while ago, that will
37 remedy that problem. I know I get less complaints now
38 than we used to. And again, I know it's from the
39 leadership and the commitment that our employees have.

40 Because, number one, our employees, biggest
41 majority are citizens here in Anderson County and they
42 truly take pride in serving the citizens. I truly
43 believe that. I really do. And hopefully they can
44 take care of your problem. Because I don't like
45 hearing that. I want you to get the respect that you
46 deserve. And what bothered me out of that whole
47 conversation is I know your family so I'm going to get
48 you this. I don't care if they know your family or
49 not. I want them to get it to you when you ask for it.
50 That's what we're here for. That's what me as a

1 council member, along with our employees, we're here to
2 serve the citizens. And I truly believe the majority
3 of our employees has that mentality.

4 So I hope you give it another opportunity and they
5 truly prove that comment is right. Again, I apologize
6 for the misfortune you had today. But I appreciate you
7 coming and sharing it with us. Thank you, Mr.
8 Chairman.

9 TOMMY DUNN: Thank you. Mr. Sanders.

10 BRETT SANDERS: Thank you, Mr. Chairman.
11 I think Ray addressed things and spoke very well about
12 the feelings that he has and that I have as a council
13 person. I want everyone to be treated the same. And
14 it's like he said, it's not your family. Every one
15 that walks in there ought to be treated with a smile on
16 their face and the people that work there should be
17 looking to solve a problem; not create one for you.

18 And on to the cat issue. Ms. Wilson, you didn't
19 reach out to me. And I understand what we're trying to
20 do here. As I read through it, one of the problems I
21 had was who's going to enforce this? And the other
22 thing I was thinking on is a trapper or whoever is
23 taking these cats and getting them spayed or neutered,
24 something like this may cause them not to do that and
25 you're going to have an increase in the population more
26 than we already have. I think our population in the
27 number of cats has decreased, but you know, if I'm
28 going around the neighborhood and I'm going to see a
29 stray cat and I catch it and take it down there to get
30 it fix so it doesn't reproduce, I'm not taking that cat
31 to raise or feed or water, so I'm not going to take
32 that cat down there and get it fixed. And then it's
33 going to have more cats.

34 So I think we're on the right path here trying to
35 figure out something, but I just don't know if this is
36 the right thing or if it's going to create a bigger
37 problem in the long run. Thank you.

38 TOMMY DUNN: Thank you, Mr. Sanders.
39 Mr. Davis?

40 JIMMY DAVIS: Thank you, Mr. Chair.
41 It is good to be back to somewhat -- some normalcy, I
42 guess.

43 Ms. Wilson, I was not aware of the huge cat issue
44 you've had in the county. But after hearing this, I
45 understand what you and Mr. Graham are saying. And I'm
46 sure Mr. Wright probably has the same thing, being in a
47 more urban area. Like Mr. Sanders said, my thing was -
48 - my biggest problem was if there's a requirement for
49 this after the spay or neuter happen, I don't feel like
50 people will start -- I don't think they'll be bringing

1 them in. I don't think this was the right answer.
2 Maybe we can sit down in Planning & Public Works with
3 Dr. Sanders and come up with a better -- with a plan
4 that actually works. I don't think enforcing anything
5 upon the public saying if you save this animal and
6 bring it in for care that you're responsible, they're
7 just not going to bring them in. And so I think we've
8 got to find a better solution.

9 I did want to comment this evening to my fellow
10 council members. I think our airport is absolutely
11 knocking grand slams. And any of you citizens, if you
12 haven't been out to the airport, go out there. Brett
13 Garrison is our manager out there. He's been out there
14 for a short while, and it just -- I can see the
15 difference night and day out there. And I think he's
16 doing a great job. And I look forward to the future
17 out there. We're growing leaps and bounds and I look
18 forward to the maintenance agreement that we're going
19 to have out there. But I just want everybody to know
20 especially from the northern part of the county, up
21 there people really don't think about Anderson airport.
22 But we do have a great airport, a great runway. It's
23 being run very professionally. I'm so thrilled to see
24 things turn around out there.

25 I want to thank all of our departments. The
26 coronavirus has been a touch, touch eighteen months.
27 But all of our departments are working so hard. And I
28 think everybody is chipping in as much as they can.
29 You know, just across a broad spectrum of people,
30 people are stressed, still, about COVID-19. There's a
31 sense of stress about it for people. And I think our
32 county staff and our county administration have done an
33 awesome job. I talked to even a department on Good
34 Friday -- I was off but they were working -- and they
35 had an issue come up and they said, you know, we're
36 prepared to work all day Saturday. Our people are
37 going to go to church on Sunday and then come in Sunday
38 afternoon and they're going to work and continue to try
39 to make it right for the citizens. It ended up they
40 didn't have to, but they were willing to do that. And
41 that's just the culture, I think we have with our staff
42 and our departments in Anderson County. And I just
43 want to say a thank you to everyone. Thank you, Mr.
44 Chair.

45 TOMMY DUNN: Thank you, Mr. Davis.
46 I just want to say the last thing on the problem
47 the young lady had over here. We've got over eight
48 hundred employees in Anderson County so there's going
49 to be some time somebody is going to do something every
50 once in a while. I appreciate you coming forward

1 tonight. All you've got to do if you have -- anybody,
2 not just you, anybody -- can call my cell number, 844-
3 3765, other people have it. We'll get to the bottom of
4 it. You can call Mr. Burns. That's who I'm going to
5 call. And he'll take care of it.

6 Keep this in mind, everybody ain't perfect. We
7 can't fix a problem if we don't know we got one. So
8 appreciate you bringing that to us and we'll sure get
9 to the bottom of it and see what's going on.

10 I want to thank Mr. Burns and all the great staff,
11 our Parks & Recreation Department and everybody with
12 Anderson County. We had a great announcement this past
13 week, the Bass Master is coming back in 2022. It
14 couldn't have come at a more needy time with this
15 pandemic we've got going on and giving things up and
16 how we -- the money we spend with our accommodations
17 money a lot of it comes from that Green Pond boat
18 landing out there. Probably one of the biggest things
19 we've got for people coming in here. And it's just a
20 pleasure, great thing to see them coming back.

21 We're one of only one other county in the United
22 States, my understanding, this is our fourth. There's
23 only one other county in the United States that can say
24 that honor. And we started, we started that day on our
25 fifth. So we're going to break that record. We will
26 have five of them. So very excited about that.

27 I also want to mention and hope we can do something
28 at a later date at a council meeting, Mr. Burns sent
29 out an email to us today about one of our people at
30 special populations, I think Ms. Kathy Schofield -- is
31 that right? -- got a great honor. Clemson University
32 is honoring her as a past student alumni thing. I
33 think that's a great honor and great thing as big as
34 Clemson University is and to do that and lay that honor
35 on her. And they're doing it because of what she's
36 done with that program Special Populations. And that's
37 great. We're very fortunate to have her doing what
38 she's doing down there. We want to make sure we
39 recognize that and get that in.

40 Want to thank all of our employees for what they're
41 going through, what they're doing.

42 And one last thing I want to mention, we got some
43 -- we haven't stopped business but we've got a lot of
44 stuff coming up. We've got the airport issues to take
45 -- a couple of things to take care of out there. We've
46 got our EMS contract coming up. We want that to be
47 handled very quickly. Appreciate all the hard work
48 that's been done on that. And we've got some
49 ordinances coming up to tweak on and get things. A lot
50 of economic development stuff is in the works here. So

1 I want to commend everybody. Keep up the good work.
2 But I also want to say keep in mind this virus
3 ain't got. Get a handle on it. We don't want to go
4 back. So we need to keep doing our due diligence.
5 Keep working on it. Keep practicing. Keep being safe.
6 But I want to appreciate, also, Mr. Burns and his staff
7 for working with the Anderson County Civic Center group
8 out there, but working with the hospital and also DHEC
9 to provide a place for shots out there. I ain't heard
10 nothing but good comments from the citizens. It's a
11 role model. What's going on out there ought to be from
12 the state. People's in and out, handled very
13 professionally, very friendly, very good, and nothing
14 but good things on that. And appreciate that. That's
15 a service that's been very valuable for our citizens of
16 Anderson County. When we look over here in the ledger
17 books, the Civic Center ain't making no money by doing
18 that out there, but it's apply a very, very needed
19 service for our citizens of Anderson County. And want
20 to keep that up.
21 And the last thing, Mr. Chairman, it's that time of
22 year. Hope you're getting ready to get started on our
23 budget and get it home. My goal this year, I want to
24 have a budget passed before we get to the last hour of
25 July. Or last hour of June, I should say, before we
26 get into July. Let's get this thing done and move on.
27 But I appreciate everybody. Thank y'all for
28 coming.
29

30

(MEETING ADJOURNED AT 7:27 P.M.)

ORDINANCE NO. 2021-015

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT AND AN INFRASTRUCTURE FINANCE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND E&I ENGINEERING USA CORPORATION (THE "COMPANY") WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, AND THE COMPANY WILL RECEIVE CERTAIN INFRASTRUCTURE CREDITS IN RESPECT OF INVESTMENT IN RELATED INFRASTRUCTURE; 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 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 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 accordance with an inducement resolution adopted December 15, 2020 by the County Council with respect to the Company, the Company desires to provide for the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to expand an existing manufacturing facility in the County (collectively, the "Project"), which will result in expected aggregate investment by the Company in the Project of approximately \$13,000,000 in non-exempt investment and the expected creation of approximately 200 new, full-time, jobs (with benefits) by the Company or its affiliates or subsidiaries in connection therewith; 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 Project is or will be placed will be located in a multi-county industrial and business park established by the County pursuant to qualifying agreement with Greenville County (the "Park Agreement"); and

WHEREAS, pursuant to Section 4-1-175 of the Act, the County is authorized to reimburse industry for the cost of Infrastructure through the provision of credits against fee in lieu of tax payments by such industry; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to enter into (a) a Fee in Lieu of Tax Agreement with the Company (the "FILOT Agreement"), whereby the County would provide therein for a payment of fee in lieu of taxes by the Company to the County with respect to the Project, and (b) an Infrastructure Finance Agreement with the Company (the "Infrastructure Agreement"), whereby the County would provide therein for certain infrastructure credits in respect of qualifying Infrastructure with respect to the Project to be claimed by the Company against its payments in lieu of taxes with respect to the Project, and any other property acquired by the Company in connection therewith as shall not be eligible to be subject to the FILOT Agreement, pursuant to the FILOT Agreement and/or the Park Agreement; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the FILOT Agreement and the Infrastructure 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 is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended; and

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

Section 1. 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 terms and provisions of the Inducement Agreement are incorporated herein and made a part hereof;

(c) 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;

(d) 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;

(e) 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

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

Section 2. The form, terms and provisions of the FILOT Agreement and the Infrastructure 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 FILOT Agreement and the Infrastructure Agreement were set out in this Ordinance in their entirety. The Chairman of County Council is hereby authorized and empowered to execute, acknowledge and deliver the FILOT Agreement and the Infrastructure Agreement in the name of and on behalf of the County, and the Clerk of County Council is hereby authorized and directed to attest the same, and thereupon to cause the FILOT Agreement to be delivered to the Company and the Infrastructure Agreement to be delivered to the Company and the Company shall cause a copy of the FILOT Agreement and the Infrastructure Agreement to be delivered to the Anderson County Auditor and

Assessor. The FILOT Agreement and the Infrastructure Agreement are to be in substantially the forms now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, upon advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the forms of FILOT Agreement and the Infrastructure Agreement now before this meeting.

Section 3. The Chairman of Anderson County Council, for and on behalf of the County, is hereby authorized to do any and all things necessary to effect the execution and delivery of the FILOT Agreement and the Infrastructure Agreement and the performance of all obligations of the County under and pursuant to the FILOT Agreement and the Infrastructure Agreement.

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 _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
M. Phyllis White
Assistant Anderson County Clerk to Council

First Reading: March 2, 2021
Second Reading: March 16, 2021
Third Reading: April 20, 2021
Public Hearing: April 20, 2021

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 March 2, 2021, _____, 2021 and _____, 2021, 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.

M. Phyllis White

Assistant Anderson County Clerk to Council

Dated: _____, 2021

INFRASTRUCTURE FINANCE AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

E&I ENGINEERING USA CORPORATION

Dated as of _____, 2021

INFRASTRUCTURE FINANCE AGREEMENT

THIS INFRASTRUCTURE FINANCE AGREEMENT, dated as of _____, 2021 (the "Agreement"), between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **E&I ENGINEERING USA CORPORATION**, a corporation organized and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Title 4, Section 1 of the Code of Laws of South Carolina 1976, as amended (the "Multi-County Park Act"), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying 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 machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "Infrastructure"); and

WHEREAS, the Company has represented its intention to invest in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to expand an existing manufacturing facility in the County (collectively, the "Project"), which will result in an aggregate expected investment by the Company in the Project and of approximately \$13,000,000 in non-exempt investment and the expected creation of approximately 200 new, full-time, jobs (with benefits) by the Company or its affiliates and subsidiaries 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 (the "Initial Investment Period"); 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 has placed the site of the existing building and on which the Project will be located in a multi-county industrial and business park established by the County pursuant to qualifying agreement with Greenville County dated December 1, 2010, as amended (the "Park Agreement"); and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 12, Chapter 44 thereof (the "FILOT Act"), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, the County and the Company have entered into a Fee in Lieu of Tax Agreement of even date herewith (the "Fee Agreement") providing for certain payments in lieu of taxes by the Company with respect to the Project pursuant to the FILOT Act; and

WHEREAS, pursuant to the Multi-County Park Act, the County has agreed to provide certain credits to the Company in respect of the Company's investment in the Infrastructure with respect to the Project and any other property acquired by the Company in connection therewith and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2021, following conducting a public hearing on _____, 2021;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

"Company" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Cost of the Infrastructure" shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

"County" shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Fee Agreement" shall mean the Fee in Lieu of Tax Agreement dated as of even date herewith between the County and the Company, as the same may be amended or supplemented.

"Fee Payments" shall mean the payments in lieu of taxes made by the Company with respect to the Project under the Fee Agreement or otherwise by virtue of the Project's location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to a successor agreement to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

"FILOT Act" shall mean Title 12, Section 44, of the Code.

"FILOT Equivalent Credits" shall have the meaning set forth in Section 3.02(b) hereof.

"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.

"Infrastructure Credits" shall mean the Project Credits and the FILOT Equivalent Credits.

"Initial Investment Period" shall have the meaning set forth with respect to such term in the recitals to this Agreement.

"Investment Requirement" shall mean investment by the Company of at least \$13,000,000 of otherwise fully taxable investment in the Project pursuant to the Fee Agreement.

"Jobs Requirement" shall mean the creation by the Company or its affiliates or subsidiaries of at least two hundred (200) new, full-time, jobs (with benefits) at the Project.

"Land" shall mean the real property upon which the Project are or will be located, as the same is described on Exhibit A attached hereto.

"Multi-County Park Act" shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

"Ordinance" shall mean the ordinance enacted by the County Council on _____, 2021, authorizing the execution and delivery of this Agreement.

"Park Agreement" shall mean the Agreement for Development of a Joint County Business and Industrial Park (2010 Park), dated December 1, 2010, as amended, between the County and Greenville County, as the same may be 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 Infrastructure Credits to the Company hereunder.

"Park" shall mean (i) the joint county industrial park established pursuant to the terms of the Park 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 Act, or any successor provision, with respect to the Project.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock or limited liability company, a trust, any unincorporated organization, or a government or political subdivision.

"Project" shall mean the "Project" as defined in the Fee Agreement.

"Project Credits" shall have the meaning set forth in Section 3.02(a) hereof.

"State" shall mean the State of South Carolina.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby; provided, however, that no representation is made by or on behalf of the County as to the validity, or the enforceability, of this Agreement.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County agrees that it will use its best reasonable efforts to cause the Project, pursuant to Section 4-1-170 of the Multi-County Park Act, to remain located in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county for the term of this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, the County or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Standard Credits; Offset Credits.

(a) In order to reimburse the Company for Cost of Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before January 15 of the year following the year which is after the first year in which any portion of the Project is first placed in service, the County shall provide to the Company credits for a period of the first ten (10) and the second ten (10) years under the Fee Agreement equal to 75% (first ten (10) years) and 50% (second ten (10) years), respectively, of that portion of Fee Payments payable by the Company with respect to the Project, such credits to be calculated and applied after payment by the County of the one percent (1%) amount due the non-host county under the Park Agreement (the "Project Credits").

(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 an Infrastructure Credit is taken.

(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by it 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 B.

(d) Notwithstanding anything herein to the contrary, should the Company fail by the end of the Initial Investment Period to either (a) meet the Investment Requirement or (b) meet, or cause to be met, the Jobs Requirement, then (i) the Project Credits shall be reduced, prospectively beginning with the sixth (6th) year of FILOT payments, to 50% annually and shall terminate after the first ten (10) years of receiving any Project Credit. If the \$13,000,000 of non-exempt investment in the Project and at least two hundred (200) new, full-time, jobs (with benefits) with respect to the Project are in place by the end of the seventh (7th) calendar year after the Project is first placed in service then the Project Credits may return to their original amounts, no lost incentive may be claimed.

(e) The Company shall be responsible for providing the County, on an annual basis through the end of the Initial Investment Period and prior to receipt of any Infrastructure Credits, the investment made by the Company in the Project, and the number of new, full-time jobs (with benefits) created with respect thereto, as of each calendar year-end during the Initial Investment Period, such certification to be substantially in the form attached hereto as Exhibit C.

(f) To the extent provided in Section 4-29-68 of the Code, to the extent any Infrastructure Credit is taken against fee in lieu of tax payments on personal property, and the personal property is removed from the Project site at any time during the term of the Fee 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 site shall be due for the two (2) years immediately following such removal.

(g) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR 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 INFRASTRUCTURE CREDITS.

(h) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the payments in lieu of taxes with respect to the Fee Payments for the Project, in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of such payments in lieu of taxes and the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

- (a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. Subject to the provisions of Section 7.01 hereof, the County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive Infrastructure Credits under the Multi-County Park Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Companies or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for in Section 3.02 hereof have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of their officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Anderson County, South Carolina
Post Office Box 8002
Anderson, South Carolina 29622
Attn: Anderson County Administrator

with a copy to:
(which shall not
constitute notice
to the County) Anderson County Attorney
Post Office Box 8002
Anderson, South Carolina 29622

(b) if to the Company: E&I Engineering USA Corporation
400 Supreme Industrial Drive
Anderson, SC 29621
Attn: Kieran Grant

with a copy to:
(which shall not
constitute notice
to the Company) Haynsworth Sinkler Boyd, P.A.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601
Attn: J. Philip Land, Jr.
pland@hsblawfirm.com

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the "Indemnified Parties") shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County's relationship to the Project or by the operation of the Project by the Company, 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 proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this 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 Companies, shall survive any termination of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of Anderson County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and E&I Engineering USA Corporation has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman,
Anderson County Council

ATTEST:

By: _____
M. Phyllis White
Anderson County Assistant Clerk to Council

[Signature page 1 to Infrastructure Finance Agreement]

E&I ENGINEERING USA CORPORATION

By: _____
Name: _____
Title: _____

[Signature page 2 to Infrastructure Finance Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, containing approximately 12.499 acres and being located at the terminus of a road known as Supreme Industrial Drive and more particularly shown and described on a plat of survey entitled "ALTA/ACSM Land Title Survey for E + I Engineering USA Corporation", prepared by Freeland & Associates, Inc. dated April 4, 2014 as recorded in the Office of the Register of Deeds for Anderson County in Plat Book 52093 at Page 2.

This being the same property conveyed to E & I Engineering USA Corporation by South Carolina General Warranty Deed of Harris Bridge, L.L.C. dated May 1, 2014 and recorded May 2, 2014 in the Office of the Register of Deeds for Anderson County in Book 11367 at Page 69.

Tax Map Number: 119-00-02-028

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of E&I Engineering USA Corporation (the "Company"), do hereby certify in connection with the Infrastructure Finance Agreement dated as of _____, 2021 between Anderson County, South Carolina and the Company (the "Agreement"), as follows:

- (1) As of December 31, 20____, the total amount of Infrastructure Credits received by the Company is \$ _____.
(2) As of December 31, 20____, the total amount of investment in Costs of Infrastructure by the Company is not less than \$ _____.

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____.

E&I ENGINEERING USA CORPORATION

By: _____
Name: _____
Its: _____

EXHIBIT C

INVESTMENT AND JOB CREATION CERTIFICATION

I _____, the _____ of E&I Engineering USA Corporation (the "Company"), do hereby certify in connection with the Infrastructure Finance Agreement dated as of _____, 2021 between Anderson County, South Carolina and the Company (the "Agreement"), as follows:

(1) The total investment made by the Company in the Project as of December 31, 20__ is \$_____.

(2) The current total full-time employment (with benefits) of the Company or its affiliates or subsidiaries at the Project as of December 31, 20__ 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__.

E&I ENGINEERING USA CORPORATION

By: _____
Name: _____
Its: _____

FEE IN LIEU OF TAX AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

E&I ENGINEERING USA CORPORATION

Dated as of _____, 2021

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EXHIBIT A – Description of the Land

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (this "Agreement") made and entered into as of _____, 2021 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and **E&I ENGINEERING USA CORPORATION**, a corporation duly organized and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, Chapter 44 of Title 12, Code of Laws of South Carolina 1976, as amended (the "Act"), empowers the several counties of the State of South Carolina to enter into agreements with industry whereby the industry would pay fees in lieu of *ad valorem* taxes with respect to qualified economic development property; through which powers the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State of South Carolina 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, in accordance with an inducement resolution adopted December 15, 2020 by Anderson County Council with respect to the Company (known to the County at that time as "Project Switch"), and the related Inducement Agreement between the Company and the County dated as of the same date (the "Inducement Agreement"), the Company desires to provide for the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to expand an existing manufacturing facility in the County (collectively, the "Project"), which will result in expected investment by the Company in the Project in the County of an aggregate of approximately \$13,000,000 in non-exempt investment and the expected creation of approximately 200 new, full-time, jobs (with benefits) by the Company or its affiliates or subsidiaries in connection therewith; and

WHEREAS, in accordance with the Inducement Resolution and the Act, the County has agreed to execute and deliver this Agreement with the Company in order to provide for payments in lieu of tax with respect to the Project by the Company; and

WHEREAS, the provisions of this Agreement are intended to supersede but otherwise implement the provisions of the Inducement Agreement; and

WHEREAS, in connection with the above, the County and the Company agree that the requirements of Section 12-44-55(A) of the Act are hereby waived to the extent that, and so long as, the Company provides the County with copies of all filings and reports required to be made by the Company under the Act;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“Act” shall mean Chapter 44 of Title 12 of the Code, and all future acts amendatory thereof.

“Additional Payments” shall have the meaning provided in **Section 4.02** hereof.

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this 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.

“Agreement” shall mean this agreement as originally executed and from time to time supplemented or amended as permitted herein.

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

“Company” shall mean E&I Engineering USA Corporation, a South Carolina corporation, and any surviving, resulting or transferee entity in any merger, consolidation or transfer of assets permitted under **Section 7.04** hereof; or any other person or entity which may succeed to the rights and duties of the Company hereunder in accordance with all applicable provisions hereof.

“County” shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“County Assessor” shall mean the Anderson County Assessor, or the holder of any successor position.

“County Auditor” shall mean the Anderson County Auditor, or the holder of any successor position.

“County Council” shall mean the governing body of the County and its constituent members and their respective successors, or any successor body.

“County Treasurer” shall mean the Anderson County Treasurer, or the holder of any successor position.

“Default” shall mean an event or condition, the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default as defined in **Section 9.01** hereof.

“Department” shall mean the South Carolina Department of Revenue, or any successor agency.

“Equipment” shall mean all machinery, equipment, furnishings and other personal property which is installed by the Company and intended to be included as a part of the Project.

“Event of Default” shall have the meaning ascribed to that term in **Section 9.01** of this Agreement.

“Extended Investment Period” shall mean the period beginning January 1 of the sixth (6th) year after the first year in which any portion of the Project is first placed in service, and ending on December 31 of the tenth (10th) year after such first year in which any portion of the Project is first placed in service.

“FILOT Payments” shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to **Section 5.02** hereof.

“Improvements” shall mean those buildings, structures and fixtures on the Land as are constructed or acquired by the Company and are eligible for and intended to be included as a part of the Project.

“Indemnified Party” shall have the meaning ascribed to it by **Section 7.05** of this Agreement.

“Infrastructure Agreement” shall mean the Infrastructure Finance Agreement of even date herewith between the County and the Company.

“Initial Investment Period” shall mean the period of time ending on the December 31 of the fifth year after the first year in which any portion of the Project is first placed in service.

“Investment Period” shall mean the Initial Investment Period plus, if applicable pursuant to **Section 3.01(a)** hereof, the Extended Investment Period.

“Land” shall mean the real property upon which the Existing Building and the Project are or will be located, as the same is described on Exhibit A attached hereto.

“Person” shall mean and include any individual, association, limited liability company or partnership, trust, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean (i) the Land (that is, to the extent any portion thereof is eligible under the Act for the FILOT Payments), (ii) the Improvements, (iii) the Equipment, (iv) the Replacement Property, (v) any personal property to the extent acquired hereafter and intended to be included as a part of the Project which becomes so attached, integrated or affixed to any item described in the foregoing clauses that it cannot be removed without impairing the operating utility of such item as originally designed or damaging such item, and (vi) to the extent not covered by the foregoing, anything qualifying as a Project under Section 12-44-30(16) of the Act.

“Project Increment Payment” shall be the payment described in **Section 5.02(b)** hereof.

“Project Increments” shall mean those increments of the Project which are completed and fit for their intended use as prescribed by Section 12-37-670 of the Code during the Investment Period.

“Project Millage Rate” shall mean, for purposes of **Section 5.02(b)** hereof, the millage rate in effect for all taxing entities at the site of the Project as of June 30, 2019, which is understood by the parties hereto to be 326.3 mills.

“Replacement Property” shall mean all property installed on the Land or in the buildings, improvements and personal property theretofore constituting part of the Project to the extent that Section 12-44-60 of the Act permits such property to be included in the Project as replacement property.

“State” shall mean the State of South Carolina.

“Term” shall mean the duration of this Agreement as set forth in **Section 4.01** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Section 1.02 **References to Agreement.**

The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.01 Representations and Covenants of the County.

The County Council makes the following representations and covenants, on behalf of itself and on behalf of the County, as the basis for the undertakings of the County herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. As represented by the Company, the Project constitutes and will constitute “economic development property” and a “project” within the meaning of the Act. The County has been duly authorized to execute and deliver this Agreement, all for the purpose of promoting the industrial development, developing the trade, and utilizing and employing the manpower, agricultural products and natural resources of the State.

(b) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby; provided, however, that no representation is made by or on behalf of the County as to the validity, or the enforceability, of this Agreement.

(c) The County has caused the Land and all improvements thereon to be included in a joint county industrial and business park established with Greenville County pursuant to a joint county industrial and business park agreement dated as of December 1, 2010, as amended, (the “2010 Park”) and delivered pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code. The County will use its reasonable best efforts to cause the Project to remain located in such park or any other joint county industrial and business park established with an adjoining South Carolina county pursuant to such provisions of the South Carolina Constitution and the Code, or any successor provisions, for the term of this Agreement.

Section 2.02 Representations and Covenants by the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation, validly existing and in good standing, under the laws of the State of South Carolina. The Company has power to enter into this Agreement, and by proper action has been duly authorized to execute and deliver this Agreement. The Company’s tax year for federal income tax purposes begins January 1 and ends the following December 31.

(b) This Agreement constitutes a valid and binding commitment of the Company and the authorization, execution and delivery of this Agreement and the performance by the Company of its obligations hereunder will not conflict with or constitute a breach of, or a default under, (i) any existing law, court or administrative regulation, decree, or order, or (ii) any material agreement, mortgage, lease or other instrument, to which the Company is subject or by which it or its properties are bound which would have a material adverse effect on Company’s ability to perform its obligations hereunder. The Company has obtained, or will obtain or cause to be obtained in due course, all governmental and third party consents,

licenses and permits deemed by Company to be necessary or desirable for the acquisition, construction and operation of the Project as contemplated hereby, and will maintain all such consents, permits and licenses in full force and effect.

(c) No event has occurred and no condition currently exists with respect to the Company which would constitute a Default or an "Event of Default" as defined herein.

(d) The Company intends to operate the Project as a manufacturing facility in the County and for such other purposes permitted under the Act as the Company may deem appropriate. The Project will constitute a "project" and "economic development property" as provided under the Act.

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

(f) To the best of the Company's knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which involve the possibility of any material and adverse effect upon the transactions contemplated by this Agreement or the Company's performance of its obligations hereunder or which would materially adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Company is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

[End of Article II]

ARTICLE III
ACQUISITION OF PROJECT

Section 3.01 Acquisition of Project.

(a) The Company hereby agrees that it will use commercially reasonable efforts to: (i) construct, (ii) make aggregate investment and (iii) create or cause to construct 100,000 additional square footage to an existing facility and use commercially reasonable efforts to (i) make an aggregate investment in the Project of \$13,000,000, and (ii) create or cause to be created by the Company or its affiliates or subsidiaries at least 200 new, full-time, jobs (with benefits) in connection therewith, all during the Initial Investment Period. The County agrees that if the Company meets the investment level set forth in clause (i) above by the end of the Initial Investment Period, the Company shall be entitled hereunder to the Extended Investment Period with respect to the Project. Failure by the Company to achieve either of the levels set forth in clauses (i) and (ii) above shall not result in an Event of Default under this Agreement.

(b) Each year during the term of the Agreement, the Company shall deliver to the County Auditor a copy of its most recent annual filings made with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 of the Department, to be filed with the County Auditor, the County Assessor, the County Treasurer and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.02 Records and Reports.

The Company agrees to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall be made available to the County for its inspection upon reasonable notice and, further, shall:

- (a) permit ready identification of the various Project Increments and components thereof;
- (b) confirm the dates on which each Project Increment was placed in service; and
- (c) include copies of all filings made by the Company with the County Auditor or the Department with respect to property placed in service as part of the Project.

Notwithstanding any other provision of this Agreement, the Company may clearly designate, in writing, with respect to any filings or reports delivered to the County pursuant to the provisions of this Agreement, or segments thereof, that such filing or report contains proprietary, confidential or trade secret matters. Except as required by the South Carolina Freedom of Information Act or otherwise by law, the County Council, the County, its officers, elected officials and employees shall not knowingly disclose any such clearly identified confidential information regarding the Project, the Company, the Company's operations and any other competitively sensitive information which is not generally and independently known by the public, without the prior written authorization of the Company. The County shall notify the Company in the event of the County's receipt of any South Carolina Freedom of Information Act request concerning the aforesaid clearly identified, confidential information and, to the extent permitted by law, will not respond to such request until such time as the Company has reviewed the request and taken any action authorized by law to prevent its disclosure at the Company's sole expense. If the Company fails to act to prevent any disclosure of such information under the South Carolina Freedom of Information Act within ten

(10) days after the Company's receipt of notice of such request, or otherwise by the time which the County has identified by which it is required by law to provide such information, the County may provide such information as in its judgment is required to comply with such law.

[End of Article III]

ARTICLE IV

AGREEMENT TERM AND PAYMENT PROVISIONS

Section 4.01 Term.

Subject to the terms and provisions herein contained, with respect to each Project Increment, this Agreement shall be and remain in full force and effect for a term commencing on the date hereof, and ending at midnight on December 31 of the year which is the twenty-ninth (29th) year following the December 31 of the first tax year in which each Project Increment is placed in service, unless sooner terminated as herein permitted; provided that, if at the expiration of the Term payment of all FILOT Payments under **Section 5.02** hereof relating to the operation of the Project during the Term have not been made, the Term shall expire on such later date as such payments shall have been made in full or so provided for; provided, further, that such extension of the Term shall not increase the number of FILOT payments for which the Company qualifies under **Section 5.02** hereof.

Section 4.02 Additional Payments.

In addition to the Company's obligation under **Section 5.02** hereof to make FILOT Payments to the County and related amounts, the Company shall pay to the County, following receipt of such supporting documentation as may be necessary to evidence the County's right to receive payment, all other amounts, liabilities and obligations which the Company assumes or agrees to pay under this Agreement, including without limitation those obligations referred to in the immediately succeeding paragraph below (all such other amounts, liabilities and obligations hereinafter collectively called "Additional Payments"). In the event of any failure on the part of the Company to pay any Additional Payments, the County shall have all rights, powers and remedies provided for herein or by law or equity or otherwise.

The Company agrees to pay Administration Expenses to the County and indemnification payments pursuant to **Section 7.04** of this Agreement 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 Agreement or the date which is forty-five (45) days after receiving written notice from the County or the Indemnified Party, as the case may be, 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. Notwithstanding the foregoing, the Company shall use its best good faith efforts to ensure that its defense obligations set forth in **Section 7.04** hereof shall be supplied in a timely manner such that the County shall not incur legal expenses in filing any responsive pleadings when due.

Section 4.03 FILOT Payments Secured by Tax Lien.

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12 of the Code.

[End of Article IV]

ARTICLE V

MODIFICATION OF PROJECT; PAYMENTS IN LIEU OF TAXES

Section 5.01 Modification of Project.

The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may renovate any portion of the Project and, in connection therewith, to the extent permitted by the Act, install Replacement Property in the Project. Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled in its discretion from time to time to delete or remove any portions of the Project, or to add any (non-Project) property as may be used in conjunction with the Project or otherwise.

(ii) In any instance where the Company in its discretion determines that any items of Equipment have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for operations at the Project, the Company may remove such items of Equipment and sell, trade-in, exchange or otherwise dispose of them (as a whole or in part) without the consent of the County.

Notwithstanding anything herein to the contrary, and subject in all events to the terms and provisions of **Section 5.02** hereof, the FILOT Payments required under **Section 5.02** hereof shall, to the extent permitted by law, be reduced at such time to the extent that such payments are attributable to any of the Equipment, Improvements or Replacement Property which is removed or otherwise deleted from the Project and the Company shall not be required to repay any portion of the tax benefit received prior to such event.

Section 5.02 Payments in Lieu of Taxes.

(a) In accordance with the provisions of Section 12-44-50 of the Act, during the Term of this Agreement the Company shall make with respect to the Project annual FILOT Payments in the amounts set forth in this Section at the times and places, and in the same manner and subject to the same penalty assessments as prescribed by the County or the Department for *ad valorem* taxes. Such annual payments shall be made on or before each January 15 of each year during the term of this Agreement, commencing on January 15 of the year following the year which is after the year in which any portion of the Project is first placed in service. Subject to the provisions of the Act, each annual FILOT Payment shall be equal to the Project Increment Payment with respect to each Project Increment, including, subject to the provisions of the Act, Replacement Property for the Project originally included in such Project Increment, calculated as set forth in **Section 5.02(b)** hereof, for each of thirty (30) consecutive years (except to the extent that any portion of such Project Increment ceases to qualify for a negotiated fee in lieu of taxes under the Act) commencing with the year following the year in which the respective Project Increments are placed in service.

(b) Each Project Increment Payment shall be in an amount not less than the *ad valorem* taxes that would be due with respect to the applicable Project Increment if the same were taxable, but, subject to the provisions of Section 12-44-110 of the Act, using the following formula: each such Project Increment Payment shall be in an amount equal to the product which would result from multiplying the Project Millage Rate by an assessment ratio of six percent (6.0%) of the fair market value of the portion of the Project included within such Project Increment. Such fair market value shall be based on the 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 Act defines such term, that the Company 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 determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A) (2) of the FILOT Act specifically disallows. Notwithstanding the foregoing, the fair market value established for real property comprising the Project shall remain fixed for the Term.

(c) In the event that the Act and/or the above-described payments in lieu of taxes or any portion thereof, are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, up to but not greater than the benefit afforded by this Agreement. In such event, the Company shall be entitled, to the extent allowed by law, (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; and (2) to enjoy all allowable depreciation.

(d) In the event the Company has not invested at least \$2,500,000 in the Project during the Initial Investment Period, then the Project shall be subject, retroactively to the first year with respect to which FILOT Payments were to have been made, to *ad valorem* tax treatment required by law, calculated as set forth in the Act and in **Section 5.02(c)** hereof, and the Company shall make payment to the County, within ninety (90) days after the end of the Initial Investment Period, of the difference between the FILOT Payments actually made (taking into account any infrastructure credits received pursuant to the Infrastructure Agreement) and the total retroactive amount of *ad valorem* tax treatment required by law referred to above, plus interest in the manner as provided in Section 12-54-25 of the Code, or any successor provision.

(e) If at any time during the Term of this Agreement (after the end of the Initial Investment Period) the Company no longer maintains \$2,500,000 of investment (without regard to depreciation) in the Project, the Project shall, beginning with the tax year in which such deficiency first occurs, no longer qualify for the payments in lieu of taxes referred to in paragraph (b) of this **Section 5.02**, and shall thereafter be subject to *ad valorem* tax treatment.

[End of Article V]

ARTICLE VI

CASUALTY; CONDEMNATION

Section 6.01 FILOT Payments in the Event of Damage and Destruction or Condemnation.

In the event that the Project is damaged or destroyed or the subject of condemnation proceedings, which damage, destruction and/or condemnation would substantially impair the operating ability of the Project, the parties hereto agree that the FILOT Payments required pursuant to **Section 5.02** hereof shall be abated in the same manner and in the same proportion as with *ad valorem* taxes, subject in all events to the provisions of **Section 5.02** hereof.

[End of Article VI]

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 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, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company's trade secrets and proprietary rights.

Section 7.02 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; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 7.03 Mergers, Reorganizations and Equity Transfers.

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

Section 7.04 Indemnification Covenants.

(a) Notwithstanding any other provisions in this Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its members, officers, elected officials, 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, the Existing Building or the Land by the Company, its 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 (regardless of when asserted) from (i) any condition of the Project, the Existing Building or the Land, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iii) any act of the Company or its agents, contractors, servants, employees or licensees, (iv) except in such cases where the County has released the Company pursuant to **Section 8.01** hereof, any act of any assignee or lessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company, or (v) any environmental violation, condition, or effect with respect to the Project, the Existing Building or the Land. 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 Agreement, or the undertakings required of the County hereunder, by reason of the granting of the fee in lieu of tax, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County's relationship to the Project or the Existing Building or by the operation of the Project, the Existing Building or the Land by the Company, 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 proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(c) Notwithstanding anything in this 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 the Landlord, shall survive any termination of this Agreement.

Section 7.05 Qualification in State.

The Company warrants 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 7.06 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 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 officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any 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 7.07 Other Tax Matters.

Subject to the limitations expressly set forth in **Section 5.02(b)** hereof, the Company shall be entitled to all state and federal investment tax credits, allowances for depreciation and other similar tax provisions allowable by applicable federal or State law with respect to the Project, to the extent allowed or otherwise not prohibited by the Act.

[End of Article VII]

ARTICLE VIII

ASSIGNMENT OR LEASE OF THIS AGREEMENT; SURVIVAL OF COMPANY'S OBLIGATION

Section 8.01 Assignment or Lease.

The Company may assign or otherwise transfer any of its rights and interest hereunder to an assignee or lessee, as the case may be, in compliance with the Transfer Provisions, including the requirement that any such assignment or lease shall be subject to the written consent of the County. In these regards, the County agrees that such consent shall not be unreasonably withheld, conditioned or delayed. The County hereby consents to any transfers by the Company to any affiliate of the Company at any time, provided that the Company gives written notice to the County Auditor, the County Assessor, the County Treasurer and the Department of such transfer to an affiliate of the Company within ninety (90) days following such transfer. For such purposes, "affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Company. Further, the County agrees that, to the extent permitted by Section 12-44-120(B) of the Act, or any successor provision, any financing arrangements entered into by the Company with respect to the Project and any security interests granted by the Company in connection therewith shall not be construed as a transfer for purposes of requiring consent to the same on the part of the County.

[End of Article VIII]

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default.

Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any FILOT Payments or related payments under **Section 5.02** hereof, or any Additional Payments, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(b) if default shall be made by the Company in the due performance of or compliance with any of the material terms hereof, including payment, other than those referred to in the foregoing subdivision (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; or

(c) if any material representation or warranty made by the Company herein or any statement, certificate or indemnification furnished or delivered by the Company in connection with the execution and delivery of this Agreement, proves untrue in any material respect as of the date of the issuance or making thereof or knowingly violated or breached, as the case may be.

Section 9.02 Remedies on Event of Default.

Upon the occurrence of any Event of Default, the County may: (i) terminate this Agreement by provision of thirty (30) days’ notice to the Company in writing specifying the termination date; or (ii) take whatever action at law or in equity as may appear necessary or desirable to collect any FILOT Payments and Additional Payments then due or to enforce observance or performance of any covenant condition or agreement of the Company under this Agreement, including without limitation enforcement of a statutory lien on the Project for any non-payment of FILOT Payments hereunder.

Section 9.03 Collection of FILOT Payments.

In addition to all other remedies herein provided, the non-payment of FILOT Payments shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including, without limitation, Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

[End of Article IX]

ARTICLE X
MISCELLANEOUS

Section 10.01 Termination.

Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement, effective immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the fee in lieu of payments provided herein and the property constituting the Project shall thereafter be subject to the *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

Section 10.02 Rights and Remedies Cumulative.

Each right, power and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

Section 10.03 Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.04 Notices; Demands; Requests.

All notices, demands and requests to be given or made hereunder to or by the County or the Company, shall be in writing, and shall be deemed to be properly given or made if sent by United States certified first class mail, return receipt requested, postage prepaid and addressed as follows or at such other places as may be designated in writing by such party.

- (a) As to the County:
Anderson County, South Carolina
Post Office Box 8002
Anderson, South Carolina 29622
Attn: County Administrator

with a copy to (which shall not constitute notice to the County):

Anderson County Attorney
Post Office Box 8002
Anderson, South Carolina 29622

(b) As to the Company:
E&I Engineering USA Corporation
400 Supreme Industrial Drive
Anderson, SC 29621
Attn: Kieran Grant

with a copy to (which shall not constitute notice to the Company):

J. Philip Land, Jr., Esq.
Haynsworth Sinkler Boyd, P.A.
ONE North Main, 2nd Floor
Greenville, South Carolina 29601
pland@hsblawfirm.com

Section 10.05 Applicable Law; Entire Understanding.

This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 10.06 Severability.

In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, such clause or provisions shall be reformed to provide as near as practicable the legal effect intended by the parties hereto, and the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 10.07 Headings and Table of Contents; References.

The headings of this Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or subdivisions of this Agreement are references to the designated Articles or Sections or subdivision of this Agreement.

Section 10.08 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10.09 Amendments.

This Agreement may be amended only by a writing signed by all of the parties.

Section 10.10 Waiver.

Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 10.11 Business Day.

In the event that any action, payment or notice is, by the terms of this Agreement, required to be taken, made or given on any day which is a Saturday, Sunday or a 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 X]

IN WITNESS WHEREOF, Anderson County, South Carolina, has executed this Agreement by causing its name to be hereunto subscribed by the Chairman of its County Council and to be attested to by the Clerk of its County Council, and E&I Engineering USA Corporation has executed this Agreement by its authorized officer, all being done as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn, Chairman,
Anderson County Council

ATTEST:

By: _____
M. Phyllis White
Anderson County Assistant Clerk to Council

[Signature Page 1 – Fee in Lieu of Tax Agreement]

E&I ENGINEERING USA CORPORATION

(SEAL)

By: _____
Name: _____
Title: _____

[Signature Page 2 – Fee in Lieu of Tax Agreement]

EXHIBIT A

DESCRIPTION OF THE LAND

All that certain piece, parcel or tract of land situate, lying and being in the County of Anderson, State of South Carolina, containing approximately 12.499 acres and being located at the terminus of a road known as Supreme Industrial Drive and more particularly shown and described on a plat of survey entitled "ALTA/ACSM Land Title Survey for E + I Engineering USA Corporation", prepared by Freeland & Associates, Inc. dated April 4, 2014 as recorded in the Office of the Register of Deeds for Anderson County in Plat Book 52093 at Page 2.

This being the same property conveyed to E & I Engineering USA Corporation by South Carolina General Warranty Deed of Harris Bridge, L.L.C. dated May 1, 2014 and recorded May 2, 2014 in the Office of the Register of Deeds for Anderson County in Book 11367 at Page 69.

Tax Map Number: 119-00-02-028

ORDINANCE NO. 2021-016

AN ORDINANCE TO AMEND SECTION 38-331 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO ADD A NEW SUBSECTION (G) TO ADDRESS THE PERIOD OF TIME OF FINAL PLAT APPROVAL FOR COMPLETION OF IMPROVEMENTS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, land use and development standards is a matter of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary to revise and amend the land use and development standards from time to time; and

WHEREAS, the Anderson County Council desires to amend Section 38-331 of the Code of Ordinances, Anderson County, South Carolina to better protect the health, safety, and welfare of Anderson County citizens.

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

1. Section 38-331 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to add new subsection (g) to read as follows:

(g) In addition to the provisions of subsection (a), the completion of improvements as shown on a preliminary plat must be completed within 12 months following preliminary plat approval. The subdivision administrator shall have authority to grant two (2) 6 months extensions to this requirement upon a finding of exigent circumstances to warrant such extension. If improvements are not completed with the 12 months time frame and any granted extension, preliminary plat approval is revoked and a new preliminary plat approval will be required.

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.

ORDAINED in meeting duly assembled this 20th day of April, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

M. Phyllis White
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: March 2, 2021

2nd Reading: March 16, 2021

3rd Reading: April 20, 2021

Public Hearing: April 20, 2021

ORDINANCE NO. 2021-017

AN ORDINANCE TO AMEND SECTION 66-43 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO ADD A NEW SUBSECTION (h) TO ADDRESS THE TIME PERIOD FOR COMPLETION OF THE SEWER SYSTEM; AND OTHER MATTERS RELATED THERETO.

WHEREAS, sewer service is a matter of concern within the unincorporated areas of Anderson County;

WHEREAS, it is necessary to revise and amend the sewer service standards from time to time; and

WHEREAS, the Anderson County Council desires to amend Section 66-43 of the Code of Ordinances, Anderson County, South Carolina to better protect the health, safety, and welfare of Anderson County citizens.

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

1. Section 66-43 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to add new subsection (h) to read as follows:

(h) Construction on an approval for a sewer system extension must begin within 12 months from the time of preliminary acceptance from the sewer department. The sewer department manager may grant two (2) six months extensions upon finding of exigent circumstances warranting approval of a discretionary extension. If construction has not begun within the time period plus any granted extension, the preliminary acceptance is revoked and any fees paid will be forfeited.

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.

ORDAINED in meeting duly assembled this 20th day of April, 2021.

ATTEST:

Rusty Burns
Anderson County Administrator

M. Phyllis White
Assistant Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: March 2, 2021

2nd Reading: March 16, 2021

3rd Reading: April 20, 2021

Public Hearing: April 20, 2021

ORDINANCE NO. 2021-018

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT B4] 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 _____, 2021 an inducement resolution (the "*Inducement Resolution*") with respect to certain proposed investment by [Project B4], a _____ (the "*Company*") (which was known to the County at the time as "*Project B4*"), 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 \$11,891,627 in the County within the Standard Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

WHEREAS, pursuant to the Inducement 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 _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

Rusty Burns, Anderson County Administrator

M. Phyllis White, Assistant Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon Harmon, Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

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 _____, _____, and _____, 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.

M. Phyllis White, Assistant Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2021

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT B4]

Dated as of _____, 2021

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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 B4]	Project Name:	Project B4
Projected Investment:	\$11,891,627		
Location (street):	<i>To be provided</i>	Tax Map No.:	<i>To be provided</i>
1. FILOT			
Required Investment:	\$11,891,627		
Investment Period:	5 years	Ordinance No./Date:	<i>To be provided</i>
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	326.3 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:	To be included in Anderson/Greenville Park (2010)		
If yes, Name & Date:			
3. SSRC			
Total Amount:			
No. of Years	30 years		
Yearly Increments:	85% years 1 – 5, 35% years 6 – 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 \$11,891,627 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 _____, 2021 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 B4]**, 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 _____, 2021, 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 B4], 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 \$11,891,627 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 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“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]

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 326.3 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, 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 South Carolina, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project 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]

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, 2022. 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]

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 326.3 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 five (5) 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, and thereafter, for a period of twenty-five (25) 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 (120th) 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 (120th) 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 FILOT payments 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]

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]

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]

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:

M. Phyllis White, Assistant Clerk to County Council,
Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

[PROJECT B4]

a _____

By: _____

Name: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

[To be provided]

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of [PROJECT B4] (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 _____, 2021 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 [PROJECT B4] (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 _____, 2021 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. 2021-020

AN ORDINANCE TO AMEND SECTION 2-632 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO ESTABLISH THE MEMBERSHIP, MEETING REQUIREMENTS, AND PROCEDURE OF THE PURCHASING REVIEW PANEL; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has from time to time established standing committees for various purposes;

WHEREAS, the Purchasing Review Panel has not met within the last twenty (20) years because no issue has arose regarding procurement protests, debarments or suspensions, or contract controversies that would warrant convening of the Purchasing Review Panel; and

WHEREAS, the Anderson County Council desires to establish a system to convene a Purchasing Review Panel on an as-needed basis.

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

1. Section 2-632 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 2-632. Purchasing review panel.

- (a) *Creation.* There is hereby created the county purchasing review panel (review panel) which shall be charged with the responsibility of providing an administrative review of the formal protests of decisions arising from the solicitation and award of contracts, the debarment or suspension of a person from consideration for award of a contract, a decision concerning the resolution of a contract or breach of contract controversy or any other decision, policy or procedure arising from or concerning the expenditure of county funds for the purchase of any supplies, services or construction procured in accordance with the provisions of this Code and the ensuing regulations, except as to those contract decisions made by county council.
- (b) *Membership.* Upon being advised of the need for a matter to be considered by the review panel, the County Administrator shall appoint a purchasing review panel to be chaired by the purchasing director and include one County staff member and one or more additional members(s) to resolve procurement protests, debarments or suspensions, and contract controversies.

- (c) *Procedure.* If the purchasing department forwards a grievance filed under the provisions of subsection 2-634 (i) to the review panel, the chairperson shall convene the review panel within ten business days to conduct an administrative review of the determinations rendered under preceding sections. The review panel shall record its determination within 30 days following its meeting and shall communicate its decision to those involved in the determination.
- (d) *Finality.* A determination by the review panel may be appealed directly to the county council within ten days except as stated above. The appeal shall be served on the county administrator who shall arrange a hearing before county council.

If the county council shall hold a hearing as is deemed appropriate, its decision will be final. If county council denies a hearing, the decision of the review panel shall be final.

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.

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

M. Phyllis White
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: April 6, 2021

2nd Reading:_____

3rd Reading:_____

Public Hearing:_____

ORDINANCE NO. 2021-021

AN ORDINANCE TO AMEND SECTION 10-63 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, SO AS TO ESTABLISH THE MEMBERSHIP, MEETING REQUIREMENTS, AND PROCEDURE OF THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS; AND OTHER MATTER RELATED THERETO.

WHEREAS, the Anderson County Council has from time to time established standing committees for various purposes;

WHEREAS, the Construction Board of Adjustment and Appeals has not met for more than ten (10) years because no issue has arose regarding requests for a variance from a building code or modification of a decision of the building official that would warrant convening of the Construction Board of Adjustment and Appeals; and

WHEREAS, the Anderson County Council desires to establish a system to convene a Construction Board of Adjustment and Appeals on an as-needed basis.

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

1. Section 10-63 of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 10-63. - Construction board of adjustment and appeals.

(a) There is hereby established a construction board of adjustment and appeals, which may consider requests for variance from a building code and modification of a decision of the building official. Pursuant to the requirements of the SBCCI Standard Building Code, the board should be composed of individuals with knowledge and experience in the technical codes, such as design professionals, contractors or building industry representatives. When a matter arises that requires consideration by the Board, the County Administrator shall appoint five (5) members with the knowledge and experience as described herein, naming one appointee as Chairperson. No board members shall participate in a case in which he or she has a personal financial interest. Whenever the words "board of adjustment and appeals" appear in the Standard Building Codes in force in the county at any time (the "building code"), they shall refer to the construction board of adjustment and appeals.

(b) A simple majority of the board shall constitute a quorum. In varying any provision of the building code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the building official, as defined in the building code, not less than three affirmative votes shall be required.

(c) The building official shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member and any failure of a member to vote.

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.

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

M. Phyllis White
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: April 6, 2021

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO.: 2021-022

AN ORDINANCE TO AMEND SECTION 30-81, 30-82, AND 30-83 OF THE CODE OF ORDINANCES, ANDERSON, SOUTH CAROLINA SO AS TO DISSOLVE THE EMERGENCY MEDICAL SERVICES ADVISORY COMMITTEE BY DELETING THESE SECTIONS OF THE CODE OF ORDINANCES AND RESERVING THESE SECTIONS FOR FUTURE USE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County Council has from time to time established standing committees for various purposes;

WHEREAS, the Anderson County Council created the Emergency Medical Services Advisory Committee with various powers and duties;

WHEREAS, the Emergency Medical Services Advisory Committee has not met in recent years because of the manner in which the County's Emergency Medical Services Department now operates; and

WHEREAS, the County Council has determined that the existence of the Emergency Medical Services Advisory Committee is no longer necessary and the Code of Ordinances should reflect this determination.

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

1. Sections 30-81, 30-82 and 30-83 are hereby repealed and these sections are reserved for future use.
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.

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

Rusty Burns
Anderson County Administrator

M. Phyllis White
Assistant Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: April 6, 2021

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

ORDINANCE NO. 2021-024

AN ORDINANCE TO APPROVE THE GROUND LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TCTC RESEARCH FOUNDATION, LLC FOR LOCATION OF AN ASPHALT RESEARCH AND LABORATORY AT 1428 PEARMAN DAIRY ROAD FACILITY OWNED BY ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is the owner of the real estate located at 1428 Pearman Dairy Road, Anderson, South Carolina 29625, consisting of approximately 534,778 square feet of building improvements located on approximately 125.5 acres with TMS No. 095-15-01-001;

WHEREAS, the TCTC Research Foundation, LLC desires to lease approximately 5516 square feet in the 1428 Pearman Dairy Road building of an asphalt research and development laboratory; and

WHEREAS, the location of an asphalt research and development laboratory will be a part of and enhance the economic development efforts of the County.

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

1. The Ground Lease Agreement, attached as Exhibit A, between Anderson County and the TCTC Research Foundation, LLC is hereby approved and the Anderson County Administrator is authorized to execute the Ground Lease Agreement on behalf of the County.

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.

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

Rusty Burns
Anderson County Administrator

M. Phyllis White
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON) **GROUND LEASE AGREEMENT**
) **(Asphalt Lab)**

This Ground Lease Agreement, effective as of _____, 2021 ("Ground Lease"), by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina ("Ground Lessor") and TCTC Research Foundation, LLC, a South Carolina Limited Liability Company ("Ground Lessee").

RECITALS:

WHEREAS, Ground Lessor desires to lease to Ground Lessee and Ground Lessee desires to lease from Ground Lessor approximately _____ square feet to provide for an asphalt research and development laboratory (collectively, "Laboratory");

WHEREAS, Ground Lessor and Ground Lessee desire that Laboratory be located on one or more parcels of real property owned by Ground Lessor, as more fully described on Exhibit A and more fully depicted on Exhibit B, each of which is attached hereto and incorporated herein by reference (collectively, "Demised Premises");

WHEREAS, Ground Lessor and Ground Lessee desire to establish the terms and conditions of this Ground Lease to fulfill the foregoing objectives.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

WITNESSETH:

Section 1. Premises. In exchange for (a) Ground Lessee's remittance to Ground Lessor of \$ _____ per square foot, in equal monthly installments, in advance on or before the 1st day of each month, (b) Ground Lessee's use of its funds to pay for Laboratory, (c) the mutual covenants and agreements herein contained, and (d) other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, Ground Lessor hereby demises and rents unto Ground Lessee, and Ground Lessee here by rents and hires from Ground Lessor, the Demised Premises.

The following additional stipulations, hereby declared to be conditions of this Ground Lease, shall, unless otherwise expressly stated, be applicable at all times throughout the term of this Ground Lease and are mutually agreed upon by the parties.

Section 2. Management and Operation of Laboratory. The costs of Laboratory shall be borne solely by Ground Lessee. Ground Lessee covenants and agrees to comply or cause compliance with all laws, ordinances, municipal rules, and regulations and requirements of public authorities applying to or affecting the conduct of any construction related to Laboratory or operation of Laboratory.

Section 3. Term of Ground Lease. The term of this Ground Lease shall be for the period beginning January 1, 2021, and ending on December 31, 2025.

Section 4. Authority. Ground Lessor and Ground Lessee each represent and warrant they have full power and authority to execute and enter into this Ground Lease for the full term herein granted under the terms and conditions provided herein and that this Ground Lease is a valid and binding obligation of each of them enforceable in accordance with its terms

Section 5. Quiet Enjoyment. Ground Lessor covenants that Ground Lessee, on the performance of the

terms and conditions of this Ground Lease, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the full term of this Ground Lease.

Section 6. No Partnership or Joint Venture. Under no circumstances shall Ground Lessor and Ground Lessee be deemed or held to be partners or joint ventures in or concerning the Demised Premises.

Section 7. Condition of Demised Premises and Disclaimer of Liability. The Demised Premises is leased in a "WHERE IS, AS IS" condition. Ground Lessor makes no representation or warranty, express or implied, as to the condition of the Demised Premises and expressly disclaims same.

GROUND LESSOR HEREBY DISCLAIMS, AND GROUND LESSEE HEREBY RELEASES GROUND LESSOR AS WELL AS ITS COUNCIL MEMBERS, OFFICERS, EMPLOYEES AGENTS, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY GROUND LESSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES ARISING OUT OF, OR RELATED IN ANY MANNER TO, THIS GROUND LEASE OR THE USE OF THE DEMISED PREMISES. NOTWITHSTANDING THE FOREGOING, GROUND LESSOR SHALL BE LIABLE FOR LOSSES, DAMAGES OR INJURIES PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF GROUND LESSOR OR ITS EMPLOYEES OR AGENTS. THE PARTIES DO, HOWEVER, HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL GROUND LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

Section 8. Insurance. Ground Lessee shall, at its sole expense, carry and keep in force a policy of comprehensive liability insurance, including property damage, with respect to Laboratory. Said policy shall provide at least the following limits: bodily injury \$1,000,000.00 each person, \$1,000,000.00 each occurrence and property damage \$1,000,000.00 each occurrence. In addition to Ground Lessee and to the extent possible, the policy shall also name Ground Lessor as an additional insured at the cost of Ground Lessee, at all times while the Ground Lease is in effect. Ground Lessee shall, upon written request from Ground Lessor, deliver to Ground Lessor certificates or other evidence that the insurance coverage required above is in effect. Ground Lessee shall further require any third party operating upon the Demised Premises or furnishing equipment to be operated upon the Demised Premises to carry comprehensive liability insurance in an amount commensurate with the risk, but in no event with less than the limits stated above, as well as property and casualty insurance fully insuring said third party's property against loss. Ground Lessee shall have the option of procuring at its sole expense additional insurance coverage against third said party risks and liability in which event Ground Lessor shall be named as an additional insured in accordance with the foregoing provisions. All insurance required hereunder shall, at a minimum, be issued by insurance companies authorized to do business in the State or South Carolina, with a Best's Rating of at least A and a Financial Size Category of at least VH as rated in the most recent edition of Best's Insurance Reports.

Section 9. Environmental. Ground Lessee and/or its employees, agents, contractors, invitees, licensees or permittees shall not deposit or cause to be deposited Hazardous Material (as hereinafter defined) in or upon the Demised Premises and shall operate the Demised Premises in full compliance with all laws, orders, regulations, rules, ordinances, and requirements of the Federal, State, County and local Governments, including all Environmental Laws (as hereinafter defined). The term "Hazardous Material" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic. The term "Environmental Laws" means all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, and applicable to the Premises relating to the regulation and protection of human health and safety and/or the environment and natural resources.

Section 10. Improvements. Ground Lessee shall not erect any permanent structure on or upon the Demised Premises. Upon termination of the Ground Lease, Ground Lessee shall, at its sole expense, return

the Demised Premises to its original condition, normal wear and tear excepted.

Section 11. Default by Ground Lessor. If Ground Lessee shall fail to keep or shall violate a condition or agreement in this Ground Lease on the part of Ground Lessee to be performed and if either such failure or violation shall have continued for a period of 60 days after Ground Lessee shall have received written notice by certified or registered mail from Ground Lessor to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Ground Lessee diligently undertakes to cure such default, then, in such event, Ground Lessor shall have the right at its option, in addition to and not in lieu of all of the rights to which it may be entitled to hereunder and by law, to terminate this Ground Lease and re-enter and repossess all and singular the Demised Premises. Neither the exercise by Ground Lessor of any or all of its rights under this Ground Lease or law nor the defaults by Ground Lessee of any of Ground Lessee's obligations to Ground Lessor shall in any way relieve Ground Lessee of Ground Lessee's obligation to any third party to whom Ground Lessee may be obligated.

Section 12. Default by Ground Lessor. If Ground Lessor shall fail to keep or shall violate a condition or agreement in this Ground Lease on the part of Ground Lessor to be performed and if either such failure or violation shall have continued for a period of 60 days after Ground Lessor shall have received written notice by certified or registered mail from Ground Lessee to cure such violation or failure, or for such additional period of time as may be reasonably necessary provided Ground Lessor diligently undertakes to cure such default, then, in such event Ground Lessee may in addition to and not in lieu of all of the rights to which it may be entitled hereunder and by law, terminate this Ground Lease and turn over possession of the Demised Premises to Ground Lessor.

Section 13. Termination. Ground Lessee agrees upon the expiration of the original term as specified in Section 3, or upon the earlier termination of the Ground Lease as provided herein, to quit and surrender the Demised Premises and that all title and interest in the Demised Premises shall vest in Ground Lessor free and clear of the encumbrances of this Ground Lease and that the improvements on the Demised Premises will be and become the property of Ground Lessor or Ground Lessor's designee.

Notwithstanding the foregoing, either party may terminate this Ground Lease for convenience upon ninety days written notice to the other party; Ground Lessor shall use best efforts to make an alternative site available to Ground Lessee upon the same terms and conditions contained herein in the event Ground Lessor terminates the Ground Lease for convenience under this provision.

Section 14. Notice. Any notice to be given by any party to the other pursuant to the provisions of this Ground Lease shall be given by registered or certified mail, addressed to the party for whom it is intended at the address stated below, or such other address as may have been designated in writing:

To Ground Lessee at: ☐
☐
☐
Attention: ☐

To Ground Lessor at: Anderson County
101 South Main Street
Anderson, South Carolina 29622
Attention: County Administrator

Section 15. Successors and Assigns. The covenants, conditions and agreements contained in this Ground Lease shall bind and inure to the benefit of Ground Lessor and Ground Lessee and their respective successors and assigns; provided, however, that Ground Lessee shall not assign, sublease or otherwise transfer its interests herein without prior written consent of Ground Lessor.

Section 16. Miscellaneous. This Ground Lease shall be subject to the following:

(a) There are no oral or verbal understandings among Ground Lessor and Ground Lessee concerning the subject matter of this Ground Lease, and any amendment, modification or supplement to this Ground Lease must be in writing and signed by all parties.

(b) No waiver of any condition or covenant in this Ground Lease, or of any breach thereof, shall be taken to constitute a waiver of any subsequent breach.

(c) Whenever Ground Lessee requests any consent, permission or approval which may be required or desired by Ground Lessee pursuant to the provisions hereof, Ground Lessor shall not be arbitrary or capricious in withholding or postponing the granting of such consent, permission or approval.

(d) All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of Ground Lessor and Ground Lessee and their respective legal representatives, successors and assigns, except as otherwise provided herein.

(e) The parties will at any time at the request of any other party, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Demised Premises, the term of this Ground Lease and any other portions thereof, as either party may request.

Section 17. Execution in Counterparts. This Ground Lease may be simultaneously executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 18. Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to conflict of laws principles.

Section 19. Non-Appropriation. This Ground Lease is at all times subject to the appropriation of funds by the Anderson County Council. In the event of non-appropriation, this Ground Lease shall immediately terminate without further obligation or liability on the part of Ground Lessor.

Section 20. Captions. The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Ground Lease.

IN WITNESS WHEREOF, the undersigned have set their hands as of the date first above written.

GROUND LESSOR:

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

By: _____
County Administrator

[SEAL]

Attest:

By: _____
Clerk, County Council

ADDITIONAL WITNESSES

GROUND LEASE AGREEMENT:
ANDERSON COUNTY, SOUTH CAROLINA [ASPHALT LAB]
EFFECTIVE: JANUARY 1, 2021
PAGE 6 OF 8

IN WITNESS WHEREOF, the undersigned have set their hands as of the date first above written.

GROUND LESSEE:

[]

By: _____
President

ADDITIONAL WITNESSES

[TRI-COUNTY TECHNICAL COLLEGE SIGNATURE PAGE]

GROUND LEASE AGREEMENT:
ANDERSON COUNTY, SOUTH CAROLINA [ASPHALT LAB]
EFFECTIVE: JANUARY 1, 2021
PAGE 7 OF 8

EXHIBIT A
PROPERTY DESCRIPTION

[to be completed]

EXHIBIT B
PROPERTY DEPICTION

[to be completed]

ORDINANCE NO. 2021-025

AN ORDINANCE TO APPROVE A GOVERNMENTAL REAL ESTATE LEASE BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND TRI-COUNTY TECHNICAL COLLEGE ENTERPRISE CAMPUS AUTHORITY FOR A PORTION OF THE BUILDING LOCATED AT 1428 PEARMAN DAIRY ROAD FOR AN ENTERPRISE CAMPUS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is the owner of the real estate located at 1428 Pearman Dairy Road, Anderson, South Carolina 29625, consisting of approximately 534,778 square feet of building improvements located on approximately 125.5 acres with TMS No. 095-15-01-001 ("the Property");

WHEREAS, a portion of the Property will be used as an Enterprise Campus to be administered by the Tri-County Technical College Enterprise Campus Authority;

WHEREAS, the purpose of the Enterprise Campus is to enhance and encourage economic development within Anderson County; and

WHEREAS, this Governmental Real Estate Lease covers that portion of the building to be included in the Enterprise Campus.

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

1. The Anderson County Council hereby approves the Governmental Real Estate Lease Agreement between Anderson County and Tri-County Technical College Enterprise Campus Authority and further authorizes the County Administrator to execute the Agreement 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.

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

Rusty Burns
Anderson County Administrator

M. Phyllis White
Assistant Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

Exhibit A

GOVERNMENTAL REAL ESTATE LEASE

UNPAID

THIS LEASE AGREEMENT ("Lease") is made as of the Executed Date (which is the date on which the Department of Administration, Real Property Services, executes this Lease as set forth on the signature page) by and between: Anderson County, South Carolina, a political subdivision of the State of South Carolina ("Landlord") having an address of 101 South Main Street, Anderson, South Carolina 29622, Attention: County Administrator, and the Tri-County Technical College Enterprise Campus Authority ("Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at Post Office 587, Pendleton, South Carolina 29670, Attention: Chief Executive Officer.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises ("Demised Premises") consisting of approximately 198,120 rentable square feet on the first (1st) floor of the building ("Building") located at TMS 951402002, 1410 and 1428 Pearman Dairy Road, in the County of Anderson, State of South Carolina ("Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit A.

ARTICLE 2 - TERM

2.1. The term of this Lease shall be five (5) years ("Term") beginning on [], 2021, ("Commencement Date") and, unless terminated or extended, shall end on [], 2026, ("Termination Date").

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent ("Basic Rent") to Landlord during the Term at the annual rate of \$1, payable on the Commencement Date and in advance on or before the 10th day of each consecutive calendar year.

3.2. Rentable square footage shall be determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International (BOMA), as revised and adopted June 7, 1996.

3.3. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.4. Unless notified otherwise in writing, all payments of Basic Rent shall be mailed to Landlord at the address provided in the preamble to this Lease.

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for any lawful purpose consistent with South Carolina Code Annotated section 59-53-2400, *et seq.*

4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant shall have the absolute right to assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity, and, with the

prior written consent of Landlord, which shall not be unreasonably withheld, to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease.

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sub-lessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. The services provided by the Landlord to Tenant as part of Basic Rent shall include, but are not limited to, water and sewer, lighting, heating, ventilating, air conditioning, electricity, janitorial service, security service, fire detection service, fire suppression, grounds maintenance, general building maintenance, building equipment maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance and any other service necessary to maintain and operate all Building and site improvements. Services provided by the Landlord shall include all service charges, labor, materials and supplies.

6.2. Tenant shall have the option but not the obligation to separately meter all utilities servicing the Demised Premises and to make direct payment for such utility services to the suppliers thereof. If such option is exercised, Tenant shall notify the Landlord in writing and basic rent shall be adjusted to exclude those services separately metered.

ARTICLE 7 – LANDLORD’S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Land and Building in fee simple, title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease, and Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord’s knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord’s knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord’s knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant’s intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least 30 days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will keep the Land, the Building and the Demised Premises in good order and repair and make all reasonable improvements to maintain the Land, the Building and the Demised Premises in the same condition as at the commencement of this Lease;

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within 90 days after Landlord has notice of damage or the need for repair;

(h) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage within 90 days after Landlord has notice of damage or the need for repair;

(i) Landlord will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Improvements, as defined in Article 10 hereinbelow, made by Landlord or Tenant;

(j) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;

(k) To the best of Landlord's knowledge, the common areas of the Building and the Land comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder ("ADA") together with any amendments thereto;

(l) Landlord represents and warrants that the rentable square footage for which Tenant is making payment has been measured and computed in accordance with BOMA standards; and

(m) Landlord shall provide a floor plan of the Demised Premises as occupied by the agency at the commencement of the lease within 30 days of tenant's occupancy.

7.2. Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(d).

ARTICLE 8 – TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due (provided a written invoice is submitted 30 days in advance to the Tenant by the Landlord) provided, however, that should any rent become more than 15 days past due, Landlord shall give Tenant notice in writing to pay the same within 15 days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord

shall, at Landlord's sole cost and expense and within 90 days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Landlord shall make all renovations to the Demised Premises in accordance with Tenant's plans and specifications annexed hereto as Exhibit B ("Renovations"). All Renovations shall be performed in a good and workmanlike manner and in accordance with all applicable statutes, codes, rules, regulations and ordinances. Tenant shall have the right to inspect the Demised Premises and the Renovations, from time to time as Tenant shall deem necessary or appropriate, to determine whether the Renovations, as made or being made by Landlord, are in accordance with the plans and specifications. Landlord shall complete the Renovations prior to the Commencement Date of this Lease. In the event the Renovations have not been completed by the Commencement Date, Tenant shall have the option to (a) extend the Commencement Date of this Lease to a date not later than 90 days following the original Commencement Date, or (b) take possession of the Demised Premises, in which event Basic Rent and Additional Rent shall abate until completion of the Renovations by Landlord, such date to constitute the new Commencement Date of this Lease. In the event Tenant elects to extend the Commencement Date pursuant to subparagraph (a) above and, in the further event the Renovations are not completed by the new Commencement Date, Tenant shall have the right to terminate this Lease by written notice to Landlord in which event this Lease shall be rendered null and void, or Tenant shall have the right, but not the obligation, to undertake such renovations and, in such event, shall have the right to deduct the cost thereof from Basic Rent. Upon Landlord's completion of Renovations, Landlord shall provide Tenant with written notice thereof and shall obtain a permanent certificate of occupancy for the Demised Premises, if required by applicable law.

10.2. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.3. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there is any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within 90 days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.

11.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within 90 days after the occurrence, then

Tenant may terminate this Lease by notice to Landlord given within 10 days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within 90 days of the occurrence, whereupon Basic Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and all other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 – INSURANCE AND TAXES

12.1. Landlord shall at all times during the Term of this Lease maintain, with insurers authorized to do business in the State of South Carolina ("State"), fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal.

12.2. If, as a result of Landlord's leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord's insurance premium for the coverage required by subparagraph 12.1 shall be increased, Tenant shall not be liable for or obligated to pay any portion of such increase.

12.3. Landlord shall pay, when due, real estate taxes assessed against the Land and Building during the Term of this Lease.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord 30 days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services;

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it;

(c) If at any time during the Term the square footage in the Demised Premises is, in the sole opinion of the Department of Administration, Real Property Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant;

(d) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of 30 days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein; or

(e) If Landlord rejects Tenant's request for additional space in the Building upon the same

terms and conditions as stated herein, including the annual rate per rentable square foot for rent.

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease or any portion of the Demised Premises at any time after the first six (6) months of the Term by giving 60 days' written notice to Landlord of Tenant's intention to vacate all or a portion of the Demised Premises, which notice may be provided within the first six (6) months of the Term, to relocate to a building owned or otherwise controlled by the State or any County or City in the State.

13.3. Tenant shall have the right to reduce the size of the Demised Premises during the term of the lease with no continuing obligation under this Lease pertaining to such space by providing Landlord at least 30 days prior written notice identifying the space to be vacated and the date on which Tenant intends to vacate such space. Should Tenant exercise its right to reduce space, Tenant shall relinquish space which is (i) contiguous with any previously relinquished or otherwise vacant space on the same floor; and/or (ii) is reasonably marketable to a third party. Tenant's rights under this section are separate and in addition to any space that may be relinquished under this Article 13. Rent shall be reduced by the amount of space relinquished multiplied by the applicable annual rate per square foot as stated in subparagraph 2.1 hereinabove.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorneys' fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability; provided, however, that this provision shall not apply to the payment by Tenant of its portion of the costs for the insurance required to be maintained by Landlord in accordance with Article 12 of this Lease;

(e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party, or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent, Additional Rent, or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed Subordination, Non-Disturbance Agreement and Attornment Agreement in substantially the same form as Exhibit C.

ARTICLE 16- MINOR REPAIRS

16.1. If at any time during the Term Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within 30 days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than \$3,000, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure and, in such event, shall have the right to deduct the cost thereof from the next due monthly installment of Basic Rent. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within 60 days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing in the preamble to this Lease.

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Term, has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent last in effect under the Lease until either Landlord or Tenant, by 30 days' written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 - PARKING

21.1. Tenant shall have full access to and free use of the surface parking lot surrounding the Building. Landlord shall be responsible for maintaining the surface parking lot in good repair.

ARTICLE 22 - MISCELLANEOUS

22.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

22.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

22.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

22.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

22.7. Exhibit A (Floor Plan), Exhibit B (Renovations), and Exhibit C (Subordination, Non-Disturbance and Attornment) referred to in this Lease are incorporated herein and made a part hereof.

22.8. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel, or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.

22.9. This Lease is subject to and conditioned upon the approval of Real Property Services and shall be of no force or effect until the consent of such office shall be endorsed herein.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS:

LANDLORD:

ANDERSON COUNTY, SOUTH CAROLINA

By: _____

Its: _____

Date: _____

WITNESS:

TENANT:

TRI-COUNTY TECHNICAL COLLEGE
ENTERPRISE CAMPUS AUTHORITY

By: _____

Its: _____

Date: _____

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this ____ day of _____, 2021.

Ashlie Lancaster, Director

EXHIBIT A
FLOOR PLAN

EXHIBIT B
RENOVATIONS

None

EXHIBIT C
SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of [Month] [Date], 20[], between, Tri-County Technical College Enterprise Campus Authority ("Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at Post Office 587, Pendleton, South Carolina 29670 ("Tenant"); Anderson County, South Carolina, a political subdivision of the State of South Carolina ("Landlord") having an address of 101 South Main Street, Anderson, South Carolina 29622, Attention: County Administrator ("Landlord") and [], having an address at [] ("Lender," with Tenant and Landlord are collectively "Parties").

Reference is made to the following facts:

A. Under a Governmental Real Estate Lease Agreement ("Lease") dated _____, by and between _____, predecessor in interest to Landlord, and Tenant, Tenant will occupy certain premises ("Leased Premises") located in _____ County, South Carolina and more particularly described in Exhibit "A" attached hereto and made a part hereof (such property being hereinafter referred to as the "Property").

B. Lender has made or has been requested to make a loan ("Loan") to Landlord secured by a Deed to Secure Debt and Security Agreement, Mortgage and Security Agreement or Deed of Trust and Security Agreement ("Security Agreement") encumbering the Property.

C. The Security Agreement and all other documents and instruments evidencing, securing or relating to the Loan shall be hereinafter collectively referred to as the "Loan Documents".

D. Tenant has agreed that Tenant will agree to attorn to Lender, provided Tenant is assured of continued and undisturbed occupancy of the Leased Premises under the terms of the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the Parties hereto agree as follows:

1. Lender agrees with Tenant that, in the event the interest of Landlord in the Property and the Lease shall be acquired by Lender by reason of foreclosure of the Security Agreement or other proceeding brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, or in the event of any other action pursuant to the Loan Documents, then in any such event:

(a) Tenant shall not be joined as a party defendant in any such foreclosure proceeding which may be instituted by Lender; and

(b) The Lease shall not be terminated or affected by any such action and Lender will recognize Tenant's rights under the Lease, and Tenant shall peaceably hold and enjoy the Leased Premises for the remainder of the unexpired term of the Lease and any extensions thereof upon the same provisions that are set forth in the Lease and without any hindrance or interruption by Lender so long as Tenant shall not be in default in the performance of its obligations under the Lease, or if such an event of default shall exist, so long as Tenant's time to cure the default has not expired.

2. In consideration of the foregoing covenants by Lender, Tenant agrees with Lender that in the event the interest of Landlord in the Property and the Lease shall be acquired by Lender by reason of foreclosure of the Security Agreement or other proceeding brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or any other method, Tenant shall attorn to and recognize Lender as its landlord for the remainder of the unexpired term of the Lease and Lender will recognize and accept Tenant as its tenant thereunder. Upon any such attornment, the Lender shall thereafter assume and perform all of Landlord's obligations as the landlord under the Lease with the same force and effect as if Lender were originally

named therein as Landlord and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender and upon all terms, covenants and conditions contained therein. Nothing herein shall be construed as a waiver of any contractual claim that Tenant may have against Landlord, or as a release of Landlord from liability to Tenant, on account of the nonperformance of any obligation of Landlord under the Lease.

3. The provisions of Paragraphs 1 and 2 above shall be effective and self-operative immediately upon Lender's succeeding, as provided above, to the interest of Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto.

4. Subject to the foregoing, Tenant agrees that the Lease shall be, and shall at all times remain, subordinate to the lien imposed by the Security Agreement.

5. Tenant hereby certifies to Lender that the Lease has been duly executed by Tenant and is in full force and Tenant further affirms that, except as disclosed to Lender, the Lease has not been modified or amended.

6. After receiving written notice from Lender that the Property is subject to the ownership or control of the Lender or that Lender has become entitled to collect rents pursuant to rights granted to Lender in the Loan Documents, Tenant shall pay to Lender, or to such other person or entity as may be designated by Lender in writing, all rent, additional rent or other monies and payments due and to become due to the Landlord under the Lease.

7. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses set forth below:

<u>If to Lender:</u>	<input type="checkbox"/>
<u>If to Tenant:</u>	Tri-County Technical College Enterprise Campus Authority Post Office 587 Pendleton, South Carolina 29670 Attention: Chief Executive Officer With a copy to: SC Department of Administration Attn: Real Property Services 1200 Senate Street, Suite 460 Columbia, SC 29201
<u>If to Landlord:</u>	Anderson County, South Carolina 101 South Main Street Anderson, South Carolina 29622 Attention: County Administrator

8. As used in paragraphs 2, 3, and 4 herein, the word "Lender" includes any persons claiming by, through or under Lender or the Security Agreement, (including but not limited to any purchaser at foreclosure sale or other proceeding brought to enforce the rights of the holder of the Security Agreement

or by any other method), and the words "Tenant" and "Landlord" shall include their respective successors and assigns.

9. Landlord consents and agrees to the terms of this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

[SIGNATURE PAGE OF LENDER]

EXECUTED UNDER SEAL on the day and year first above written.

Signed, sealed and delivered in the presence of: _____ 1st Witness _____ 2nd Witness [AFFIX NOTARIAL SEAL]	<u>LENDER:</u> _____ By: _____ Name: _____ Title: _____ [BANK SEAL]
---	---

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, Notary Public for the State of South Carolina do hereby certify that the above-named _____, by _____ (*name*), its _____ (*title*), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 202[].

(Official Signature of Notary)

Notary Public for _____ County, South Carolina

My Commission Expires: _____

(Official Seal)

[SIGNATURE PAGE OF TENANT FOLLOWS]

[SIGNATURE PAGE OF TENANT]

Signed, sealed and delivered in the presence of: _____ 1st Witness _____ 2nd Witness	<u>TENANT:</u> _____ By: _____ [SEAL] Name: _____ Title: _____
--	--

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, Notary Public for the State of South Carolina do hereby certify that the above-named _____, by _____ (*name*), its _____ (*title*), personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 202[].

(Official Signature of Notary)

Notary Public for _____ County, South Carolina

My Commission Expires: _____

(Official Seal)

This Agreement is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the South Carolina Department of Administration, Division of General Services, Real Property Services, this ____ day of _____, 20__.

Name: _____
Title: _____

[SIGNATURE PAGE OF LANDLORD FOLLOWS]

[SIGNATURE PAGE OF LANDLORD]

Signed, sealed and delivered in the presence of:	<u>LANDLORD:</u> _____
1st Witness _____	By: _____ [SEAL]
2nd Witness _____	Name: _____
	Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, Notary Public for the State of South Carolina do hereby certify
that the above-named _____, by _____ (name), its
_____ (title), personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 202[].

(Official Signature of Notary)

Notary Public for _____ County, South Carolina

My Commission Expires: _____

(Official Seal)

EXHIBIT A
DEPICTION OF LEASED PREMISES

ORDINANCE NO. 2021-026

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 KNOWN TO THE COUNTY AT THIS TIME AS [PROJECT GREENLIGHT] WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the "*County*"), acting by and through its County Council (the "*County Council*"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "*FILOT Act*"), Title 4, Chapter 1 (the "*Multi-County Park Act*"), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide 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 did previously enter into an Inducement Agreement dated April 20, 2021 (the "*Inducement Agreement*") with [Project Greenlight], a _____ (the "*Company*") (which was known to the County at the time as "*Project Greenlight*"), 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 facility in the County (collectively, the "*Project*"); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$8,650,000.00 in the County and the expected creation of approximately 27 new, full-time jobs 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 Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the "*Fee Agreement*"), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain special source 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 _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman
Anderson County Council

Attest:

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

By: _____
M. Phyllis White, Assistant Clerk to Council
Anderson County, South Carolina

Approved as to form:

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

First Reading: _____, 2021
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 _____, 2021_, _____, 20__, and _____, 20__, 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 A. Croegaert, Clerk to Council
Anderson County, South Carolina

Dated: _____, 20__

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

[PROJECT GREENLIGHT]

Dated as of _____, 2021

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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 Greenlight]	Project Name:	Project Greenlight
Projected Investment:	\$8,650,000.00	Projected Jobs:	27
Location (street):	TBA	Tax Map No.:	TBA
1. FILOT			
Required Investment:	FILOT Act Minimum Investment Requirement		
Investment Period:	Five (5) years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	Thirty (30)
Fixed Millage:		Net Present Value (if yes, discount rate):	N/A
	326.3		
Clawback information:	If the FILOT Act Minimum Investment Requirement is not met during the Investment Period, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act which is equal to any Deficiency Amount for the period through and including the end of the Investment Period.		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for Development of a Joint County Business and Industrial Park (2010 Park), dated December 1, 2010, as amended, between Anderson County and Greenville County		
3. SSRC			
Total Amount:	50%		
No. of Years	Five (5) years; years 1-5.		
Yearly Increments:			
Clawback information:	If the FILOT Act Minimum Investment Requirement is not met during the Investment Period, 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.		
4. Other information			

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 _____, 2021 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 GREENLIGHT**], 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 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit ("**Special Source Revenue Credit**") financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a distribution 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 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 _____, 2021, 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 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 Greenlight], 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.

“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 and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300T 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 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.

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

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

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof. ***“MCIP Agreement”*** shall mean the Agreement for Development of a Joint County Business and Industrial Park (2010 Park), dated 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 Credits to the Company hereunder.

“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.

“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 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“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 326.3 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, 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 commercial enterprise, 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 FILOT Act Minimum Investment Requirement 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, (ii) meet the FILOT Act Minimum Investment Requirement, and (iii) create approximately 27 net new, full-time jobs (with benefits) 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, 2022.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300T 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 FILOT Act Minimum Investment 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 and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 326.3 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 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.

(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 FILOT Act Minimum Investment Requirement not be met by the end of the Investment Period, any Special Source Credits otherwise payable under this 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 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 (120th) day following the last day of the 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 Fee 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 FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate. In such event, the Company and such Sponsor Affiliates shall pay the County an amount pursuant to the FILOT Act 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 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 subject to interest at the statutory rate for the late payment of *ad valorem* taxes and shall be payable to the County on or before the second (2nd) January 15 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. 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 FILOT Payment with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, 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 may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of freight handling operations at the facility 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 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 (i) 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, (ii) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees during the Exemption Period, (iii) 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 during the Exemption Period, or (iv) any violation of environmental laws during the Exemption Period with respect to the Project by the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees. 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). Provided, however, the foregoing indemnity obligations 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.

(b) 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 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:

[Project Greenlight] _____
Attn: _____

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: Jeremy Cook (jcook@hsblawfirm.com)
J. Philip Land, Jr. (pland@hsblawfirm.com)
One North Main Street
2nd Floor
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: County Administrator
101 S. Main Street
Anderson, South Carolina 29624

With a copy to:

Anderson County Attorney
101 S. Main Street
Anderson, South Carolina 29624

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 Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[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 Chairman 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

Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Lacey A. Croegaert, Clerk to Council
Anderson County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

[PROJECT GREENLIGHT] _____

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 [Project Greenlight] (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 _____, 20__ 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 [Project Greenlight] (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 _____, 2021 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Credits previously received by the Company and any Sponsor Affiliates is \$ _____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$ _____.

(3) **[Use only if expenditures for personal property will be used to account for Special Source 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: _____

ORDINANCE NO. 2021-027

AN ORDINANCE TO APPROVE A SUBLEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND LAKE HARTWELL DEVELOPMENT GROUP, LLC FOR THE RIVER FORKS RECREATION AREA ON LAKE HARTWELL AT 705 RIVER FORKS ROAD, ANDERSON, SC; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County has entered into a lease agreement (Lease No. DACW 21-1-21-0030) with the Secretary of the Army for the River Forks Recreation Area ("River Forks Park") or (the "Property") on Lake Hartwell in Anderson County, South Carolina.

WHEREAS, Anderson County entered into the lease with the Secretary of the Army in anticipation of entering into a Sublease with Lake Hartwell Development Group, LLC ("LHDG") for redevelopment of River Forks Park;

WHEREAS, the Sublease with LHDG must be approved by Ordinance by the County Council and must be approved by the Department of the Army; and

WHEREAS, the sublease will be substantially in the form of Exhibit A attached hereto.

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

1. The Chairman of the Anderson County Council and the County Administrator are hereby authorized to execute any and all documents to obtain a Sublease with LHDG for the River Forks Park on Lake Hartwell in substantially the form 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.

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

Rusty Burns
Anderson County Administrator

M. Phyllis White
Assistant Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

SUBLEASE AGREEMENT
between
Anderson County and Lake Hartwell Development Group, LLC
LEASE NO. DACW21-1-21-0030
HARTWELL LAKE PROJECT
ANDERSON COUNTY, SOUTH CAROLINA
RIVER FORKS RECREATION AREA

This SUBLEASE AGREEMENT is made and entered into by and between Anderson County, (hereinafter referred to as "SUB-LESSOR") and Lake Hartwell Development Group, LLC, (hereinafter referred to as "SUB-LESSEE").

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, SUB-LESSOR does hereby sublease to SUB-LESSEE and SUB-LESSEE does hereby sublease from SUB-LESSOR the premises generally described as follows:

Approximately ____ acres of land and water area under the primary jurisdiction of the Department of the Army in the Hartwell Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", for public park and recreational purposes from the Department of the Army of the United States ("GOVERNMENT"); on Hartwell Lake, Anderson County, South Carolina (hereafter referred to as the "PREMISES").

1. TERM

The term of this SUBLEASE is approximately 10 years (10) years, beginning on _____, 2021 and ending on _____, 2031, unless sooner terminated as provided for in this SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease DACW21-1-21-0030 (hereinafter referred to as "LEASE"). SUBLESSEE will receive first right of refusal for any extension of the LEASE. SUB-LESSOR agrees to negotiate with the Army Corps of Engineers for a lease extension starting no later than 5 years from date of this sub lease agreement.

2. RENT

SUB-LESSEE agrees to pay to the SUB-LESSOR rental payments in the amount of one dollar per year and to assume and pay to SUB-LESSOR three (3) % of net sales annually from operation of the River Forks project to be included in a Fee Agreement with placement of the project in a Multicounty Park Agreement. This fee is being paid to SUB-LESSOR in lieu of all county property taxes on all taxable improvements made on the PREMISES.

3. FEES

Fees may be charged by the SUB-LESSEE for use of the premises or any facilities, however, no user fees may be charged by the SUB-LESSEE or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

4. SUBLEASE

SUB-LESSEE accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. DACW21-1-21-0030, under which the SUB-LESSOR holds the premises as Lessee. SUB-LESSEE is hereby charged at all times with full knowledge of all the limitations and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with requests by the Government. Sublease is subject to the prime Lease, and all activities must be approved by the District Engineer. In the event of a conflict between the prime lease and the sublease, the prime lease shall be the controlling document. SUB-LESSEE covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the SUB-LESSOR may have with the Government.

5. USE OF PREMISES

SUB-LESSEE shall use the Leased Premises for recreational purposes. SUB-LESSEE shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the SUB-LESSOR. SUB-LESSEE shall comply with all applicable rules and regulations of governmental agencies and health department concerning the SUB-LESSEE'S use of the PREMISES.

6. MAINTENANCE

SUB-LESSEE shall at its sole expense maintain and keep the premises, structures and surrounding area in good condition and state of repair and shall leave the Leased Premises in essentially the same condition as it was when delivered to the SUB-LESSEE by the SUB-LESSOR. SUB-LESSEE shall pay all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation. SUB-LESSEE shall pay the pro-rate share of the cost of trash removal services from the Leased Premises relating to its operation.

7. INSURANCE

SUB-LESSEE shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the facilities on the premises, including but not limited to workers' compensation insurance. SUB-LESSEE shall furnish the SUB-LESSOR with a copy of a Certificate of Insurance with SUB-LESSOR furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), 100 West Oglethorpe Ave, Savannah, Georgia, 31401, naming the SUB-LESSOR and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00.

8. INDEMNITY OF SUB-LESSOR AND GOVERNMENT

SUB-LESSOR AND GOVERNMENT shall not be liable to SUB-LESSEE or to SUB-LESSEE'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused by the negligence or misconduct of the SUB-LESSEE or its employees, customers,

[Type here]

invitees, or any other person arising out of the use of the Premises by the SUB-LESSEE and SUB-LESSEE agrees to indemnify and hold the SUB-LESSOR AND GOVERNMENT harmless from any claims or damages arising from such injury or damage.

9. DEFAULT

If SUB-LESSEE shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, SUB-LESSOR may without further notice to the SUB-LESSEE terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

SUB-LESSEE may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the SUB-LESSOR and written consent by the GOVERNMENT.

11. NOTICES

All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following address:

SUB-LESSOR:	<u>Anderson County</u>
	<u>ATTN: County Administrator</u>
	<u>101 South Main Street</u>
	<u>Anderson, SC 29624</u>
SUB-LESSEE:	<u>Lake Hartwell Development Group, LLC</u>
	<u>ATTN: Karen Alayne McCullough</u>
	<u>2011 S Main Street</u>
	<u>Anderson, SC 29621</u>

12. NON-DISCRIMINATION

a. The SUB-LESSEE shall not discriminate against any person or persons or exclude them from participation in the SUB-LESSEE's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin. The SUB-LESSEE will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The SUB-LESSEE, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense

[Type here]

Directive 5500.11 and 1020.1 and Army Regulation 600-7. This assurance shall be binding on the SUB-LESSEE, its agents, successors, transferees, sub-lessees and assignees.

13. PROHIBITED USES

The SUB-LESSEE will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The SUB-LESSEE will not subdivide nor develop the premises into private residential development

14. ENTIRE AGREEMENT

This SUBLEASE and Lease No. DACW21-1-21-0030, and any amendments thereto now or in the future, represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this ____ day of _____, 2021.

SUB-LESSEE:

By:

Title: _____

SUB-LESSOR:

By: _____

Title: County Administrator

Consent to this SUBLEASE AGREEMENT:
(Reviewed as to content, but not a party hereto)

UNITED STATES OF AMERICA

By: _____

Title: _____

ORDINANCE NO. 2021-028

AN ORDINANCE TO APPROVE A SUBLEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND LAKE HARTWELL DEVELOPMENT GROUP, LLC FOR THE WELDON ISLAND RECREATION AREA ON LAKE HARTWELL AT 1200 ANDERSONVILLE ROAD, TOWNVILLE, S.C.; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Anderson County has entered into a lease agreement (Lease No. DACW 21-1-21-0031) with the Secretary of the Army for the Weldon Island Recreation Area ("Weldon Island Park") or (the "Property") on Lake Hartwell in Anderson County, South Carolina.

WHEREAS, Anderson County entered into the lease with the Secretary of the Army in anticipation of entering into a Sublease with Lake Hartwell Development Group, LLC ("LHDG") for redevelopment of Weldon Island Park;

WHEREAS, the Sublease with LHDG must be approved by Ordinance by the County Council and must be approved by the Department of the Army; and

WHEREAS, the sublease will be substantially in the form of Exhibit A attached hereto.

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

1. The Chairman of the Anderson County Council and the County Administrator are hereby authorized to execute any and all documents to obtain a Sublease with LHDG for the Weldon Island Park on Lake Hartwell in substantially the form 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.

ORDAINED in meeting duly assembled this _____ day of _____, 2021.

ATTEST:

Rusty Burns
Anderson County Administrator

Lacey A. Croegaert
Clerk to Council

FOR ANDERSON COUNTY:

Tommy Dunn, District #5, Chairman

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

SUBLEASE AGREEMENT
between
Anderson County and Lake Hartwell Development Group, LLC
LEASE NO. DACW21-1-21-0031
HARTWELL LAKE PROJECT
ANDERSON COUNTY, SOUTH CAROLINA
WELDON ISLAND RECREATION AREA

This SUBLEASE AGREEMENT is made and entered into by and between Anderson County, (hereinafter referred to as "SUB-LESSOR") and Lake Hartwell Development Group, LLC, (hereinafter referred to as "SUB-LESSEE").

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, SUB-LESSOR does hereby sublease to SUB-LESSEE and SUB-LESSEE does hereby sublease from SUB-LESSOR the premises generally described as follows:

Approximately ____ acres of land and water area under the primary jurisdiction of the Department of the Army in the Hartwell Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", for public park and recreational purposes from the Department of the Army of the United States ("GOVERNMENT"); on Hartwell Lake, Anderson County, South Carolina (hereafter referred to as the "PREMISES").

1. TERM

The term of this SUBLEASE is approximately 10 years (10) years, beginning on _____, 2021 and ending on _____, 2031, unless sooner terminated as provided for in this SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease DACW21-1-21-0031 (hereinafter referred to as "LEASE"). SUBLESSEE will receive first right of refusal for any extension of the LEASE. SUB-LESSOR agrees to negotiate with the Army Corps of Engineers for a lease extension starting no later than 5 years from date of this sub lease agreement.

2. RENT

SUB-LESSEE agrees to pay to the SUB-LESSOR rental payments in the amount of one dollar per year and to assume and pay to SUB-LESSOR three (3) % of net sales annually from operation of the Weldon Island project to be included in a Fee Agreement with placement of the project in a Multicounty Park Agreement. This fee is being paid to SUB-LESSOR in lieu of all county property taxes on all taxable improvements made on the PREMISES.

3. FEES

Fees may be charged by the SUB-LESSEE for use of the premises or any facilities, however, no user fees may be charged by the SUB-LESSEE or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

4. SUBLEASE

SUB-LESSEE accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. DACW21-1-21-0031, under which the SUB-LESSOR holds the premises as Lessee. SUB-LESSEE is hereby charged at all times with full knowledge of all the limitations and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with requests by the Government. Sublease is subject to the prime Lease, and all activities must be approved by the District Engineer. In the event of a conflict between the prime lease and the sublease, the prime lease shall be the controlling document. SUB-LESSEE covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the SUB-LESSOR may have with the Government.

5. USE OF PREMISES

SUB-LESSEE shall use the Leased Premises for recreational purposes. SUB-LESSEE shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the SUB-LESSOR. SUB-LESSEE shall comply with all applicable rules and regulations of governmental agencies and health department concerning the SUB-LESSEE'S use of the PREMISES.

6. MAINTENANCE

SUB-LESSEE shall at its sole expense maintain and keep the premises, structures and surrounding area in good condition and state of repair and shall leave the Leased Premises in essentially the same condition as it was when delivered to the SUB-LESSEE by the SUB-LESSOR. SUB-LESSEE shall pay all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation. SUB-LESSEE shall pay the pro-rate share of the cost of trash removal services from the Leased Premises relating to its operation.

7. INSURANCE

SUB-LESSEE shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the facilities on the premises, including but not limited to workers' compensation insurance. SUB-LESSEE shall furnish the SUB-LESSOR with a copy of a Certificate of Insurance with SUB-LESSOR furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), 100 West Oglethorpe Ave, Savannah, Georgia, 31401, naming the SUB-LESSOR and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00.

8. INDEMNITY OF SUB-LESSOR AND GOVERNMENT

SUB-LESSOR AND GOVERNMENT shall not be liable to SUB-LESSEE or to SUB-LESSEE'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused by the negligence or misconduct of the SUB-LESSEE or its employees, customers,

invitees, or any other person arising out of the use of the Premises by the SUB-LESSEE and SUB-LESSEE agrees to indemnify and hold the SUB-LESSOR AND GOVERNMENT harmless from any claims or damages arising from such injury or damage.

9. DEFAULT

If SUB-LESSEE shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, SUB-LESSOR may without further notice to the SUB-LESSEE terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

SUB-LESSEE may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the SUB-LESSOR and written consent by the GOVERNMENT.

11. NOTICES

All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following address:

SUB-LESSOR: Anderson County
ATTN: County Administrator
101 South Main Street
Anderson, SC 29624

SUB-LESSEE: Lake Hartwell Development Group, LLC
ATTN: Karen Alayne McCullough
2011 S Main Street
Anderson, SC 29621

12. NON-DISCRIMINATION

a. The SUB-LESSEE shall not discriminate against any person or persons or exclude them from participation in the SUB-LESSEE's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin. The SUB-LESSEE will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The SUB-LESSEE, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense

Directive 5500.11 and 1020.1 and Army Regulation 600-7. This assurance shall be binding on the SUB-LESSEE, its agents, successors, transferees, sub-lessees and assignees.

13. PROHIBITED USES

The SUB-LESSEE will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The SUB-LESSEE will not subdivide nor develop the premises into private residential development

14. ENTIRE AGREEMENT

This SUBLEASE and Lease No. DACW21-1-21-0031, and any amendments thereto now or in the future, represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this ____ day of _____, 2021.

SUB-LESSEE:

By: _____

Title: _____

SUB-LESSOR:

By: _____

Title: County Administrator

Consent to this SUBLEASE AGREEMENT:
(Reviewed as to content, but not a party hereto)

UNITED STATES OF AMERICA

By: _____

Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

ORDINANCE NO. 2021-029

AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF ONE OR MORE INCENTIVE AGREEMENTS, BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT MULLET, AS SPONSOR, AND ONE OR MORE EXISTING OR TO-BE-FORMED OR ACQUIRED SUBSIDIARIES, OR AFFILIATED OR RELATED ENTITIES AND CERTAIN SPONSOR AFFILIATES, TO PROVIDE FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE AND CERTAIN SPECIAL SOURCE REVENUE CREDITS; AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF A MULTI COUNTY PARK TO INCLUDE THE PROJECT; TO ENTER INTO ANY OTHER NECESSARY AGREEMENTS WITH THE SPONSOR TO EFFECT THE INTENT OF THIS ORDINANCE; AND OTHER RELATED MATTERS

WHEREAS, Anderson County, South Carolina ("County"), acting by and through its County Council ("County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the "State") will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment ("FILOT Payments"); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, the County enacted Ordinance 2010-026 and created a multi-county park with Greenville County, South Carolina ("Park") and entered into that Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) (the "Park Agreement"); and (iv) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

WHEREAS, Project Mullet, along with one or more existing or to be formed or acquired subsidiaries, or affiliated or related entities, as Sponsor, ("Company") and any Sponsor Affiliates (as defined under the Act and the Fee Agreement) that the Company may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein, plans to construct a solar energy generation facility in the County through the acquisition, construction, purchase, and lease of certain land, buildings, furnishings, fixtures, apparatuses, and equipment ("Project"), which will result in new investment in real and personal property estimated to be no less than \$68,000,000 in the County; and

WHEREAS, by its Resolution adopted on April 20, 2021 ("Resolution"), the County identified the Project, as required by the Act; and

WHEREAS, the Project will be located on one or more parcels of real property or a portion thereof within the County, with improvements thereon, as further described in **Exhibit A** ("Project Site"); and

WHEREAS, County established a Park in that certain "Agreement for the Development of a Joint County Industrial and Business Park (2010 Park)" with Greenville County (the "Park Agreement") effective

December 1, 2010 ("Park Agreement") and pursuant to Section 3(A) of the Park Agreement the County desires to enlarge the boundaries of the Park to include the Project and Project Site and to ensure that the Project and Project Site remain in the Park or any other multi-county park created under the MCIP Act for no less than the duration of the Fee Agreement; and

WHEREAS, in connection with the Project, the Company has requested and the County desires to offer, as an inducement for the Project: (i) the incentive of a FILOT arrangement for a term of 30 years, plus an extension for 10 years for a total of 40 years, and having a fixed assessment ratio of 6% with a fixed millage rate equal to the lowest millage rate permitted pursuant to Section 12-44-50(A)(1)(D) of the Act, the terms of which shall be further set forth in a fee-in-lieu of *ad valorem* taxes agreement between the County and the Company ("Fee Agreement"), the form of which is attached hereto as **Exhibit B**; (ii) the placement and maintenance of the Project in a Park of which the County is a member county; (iii) an annual Special Source Revenue Credit against those FILOT payments made by the Company and to the County, for the duration of the Fee Agreement, equal to the difference between a net FILOT Payment liability of a multiplier of \$3,100 per megawatt of alternating current and such FILOT Payments due (which is based upon the Company's projection of 50 megawatts, the annual net FILOT Payment is anticipated to be \$155,000 annually); and (iv) other incentives that may be further described in the Fee Agreement (collectively, the "Incentives"); and

WHEREAS, the Company has requested that [SPONSOR AFFILIATE] be approved as a Sponsor Affiliate (as defined in the Act) to the Project and Fee Agreement; and

WHEREAS, the parties recognize and acknowledge that the Company would not otherwise undertake the Project in the County but for the delivery of the Incentives as set forth herein.

NOW THEREFORE, BE IT ORDAINED, by the County Council:

Section 1. Project Finding. The County hereby finds and affirms, based on information provided by the Company: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its 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 to the public are greater than the costs to the public.

Section 2. Approval of 10 Year Extension to Term of FILOT Payments. In accordance with Section 12-44-30(21) of the Act, County Council hereby finds an extension of the termination date of the Fee Agreement by an additional 10 years to be a substantial public benefit and hereby approves such extension for a total term of 40 years for each Phase (as defined in the Fee Agreement) of the Project.

Section 3. Authorization to Execute and Deliver Fee Agreement. The form, terms, and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to County Council are hereby approved, and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council is authorized and directed to execute the Fee Agreement with any minor modifications and revisions as may be approved by the Chair of County Council, the County Administrator, and the County Attorney, in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the Chair of County Council, the County Administrator, and the County Attorney are further authorized and directed to deliver the executed Fee Agreement to the Company.

Section 4. Inclusion and Maintenance of the Project in the Park. The expansion of the Park boundaries to include the Project and the Project Site is hereby approved. The County will use its best

efforts to ensure that the Project is incorporated into and will remain in the Park (or a successor multi-county industrial park) for no less than the term of the Fee Agreement.

Section 5. *Approval of Sponsor Affiliate.* The County approves [SPONSOR AFFILIATE's] participation in the Fee Agreement as a Sponsor Affiliate as contemplated under the Act and the Fee Agreement.

Section 6. *No Recapitulation Required.* Pursuant to Section 12-44-55(B) of the FILOT Act, the County hereby agrees that no recapitulation information, as set forth in Section 12-44-55(A) of the FILOT Act is required to be provided by the Company in the Fee Agreement, or in any other documents or agreements in connection with the fee-in-lieu of tax arrangement between the Company and the County, so long as the Company shall file a copy of the South Carolina Department of Revenue form PT-443, and any subsequent amendments thereto, and all filings required by the FILOT Act with the County after the execution of the Fee Agreement by the County and the Company.

Section 7. *Further Acts.* The County Council authorizes the County Administrator, other County staff, and the County Attorney, along with any designees and agents who any of these officials deems necessary and proper, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Ordinance and induce the Company to locate the Project in the County.

Section 8. *General Repealer.* All ordinances, resolutions, and their parts in conflict with this Ordinance are, to the extent of that conflict, repealed.

Section 9. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is hereby deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved this Ordinance following three readings and a public hearing.

Done in meeting duly assembled this _____, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn, Chairman

ATTEST:

Rusty Burns
County Administrator

M. Phyllis White, Assistant Clerk to Council
Anderson County, South Carolina

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

READINGS:

First reading: April 20, 2021

Second reading:

Public hearing:

Third reading:

EXHIBIT A

Property Description

[to be provided later].

EXHIBIT B

Fee Agreement

[ATTACHED]

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

BETWEEN

PROJECT MULLET

AND

ANDERSON COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2021

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
POST OFFICE BOX 1509
COLUMBIA, SOUTH CAROLINA 29202-1509
(803) 255-8000**

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EXHIBIT A: Legal Description of Property

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT ("Fee Agreement" or "Agreement") is made and entered into as of _____, 2021, by and between Anderson County, South Carolina ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Anderson County Council ("County Council") as the governing body of the County, _____, a company formerly known to the County as Project Mullet, a _____, along with affiliated or related entities, and assigns, as Sponsor (collectively, "Company"), and any other entity that may also join as a Sponsor Affiliate as the term is defined in this Fee Agreement (hereinafter, the County, the Company, and the Sponsor Affiliate are referred to individually as a "Party" and, collectively, as "Parties").

WITNESSETH:

(a) The County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") and Article VIII, Section 13 of the South Carolina Constitution (i) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes ("FILOT") with respect to such investment ("FILOT Payments"); (iii) under Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended ("MCIP Act") to create multi-county industrial parks with one or more contiguous counties and include certain properties therein, and, in its discretion, include within the boundaries of these parks the property of qualifying industries, and under the authority provided in the MCIP Act, by enacting Ordinance 2010-026 the County previously created a multi-county park with Greenville County, South Carolina ("Park") and entered into that Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) (the "Park Agreement"); and (iv) to grant credits against FILOT Payments to qualifying companies to offset qualifying infrastructure related expenditures ("Special Source Revenue Credits") pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code of Laws of South Carolina, 1976 as amended (collectively, the "Infrastructure Credit Act"); and (v) to make and execute contracts of the type hereinafter described pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

(b) Pursuant to the Act, the County has determined that (i) the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its 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 to the public will be greater than the costs to the public; and

(c) The Company, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates (as defined under the Act) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and, to the extent allowed by law, is planning the acquisition, construction, lease and purchase of certain land, buildings, furnishings, fixtures, apparatus, and equipment, for the purpose of establishing a solar energy generation facility to be located in the County (collectively, "Project") through an investment consisting of the expenditure of approximately \$68,000,000 ("Investment"); and

(d) Pursuant to a Resolution adopted April 20, 2021, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. _____ adopted on _____,

2021, authorized (i) the execution and delivery of this Fee Agreement with the Company, (ii) the grant of Special Source Revenue Credits in amounts more fully described in this Fee Agreement; (iii) extension of the 30 year Term (defined below) by an additional 10 years; and (iv) the inclusion of the Project in the Park; and (v) other incentives as may be further described in this Fee Agreement.

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 DEFINITIONS

Section 1.1 Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Abandonment” means 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.

“Chair” means the Chairman of the County Council.

“Clerk of County Council” means the Clerk to the County Council.

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

“Commencement Date” means the last day of the first property tax year during which Economic Development Property (defined below) is placed in service except that this date may not be later than the last day of the property tax year which is three years from the year in which the County, the Sponsor and the Sponsor Affiliates entered into this Fee Agreement.

“County” means 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 Council” means the Anderson County Council, the governing body of the County.

“Department” and “SCDOR” mean the South Carolina Department of Revenue.

“Decommissioning” shall mean the removal and proper disposal of all Equipment, stabilization and rehabilitations of the real property comprising the Project Site, and restoration of the real property to its original state. Notwithstanding the foregoing, the Company shall have no obligation to remove roads constructed on the Project Site, or to remove fencing that the then current landowner requests to remain, or to remove subsurface improvements below 30 inches of depth.

“Diminution of Value” with respect to any Phase of the Project means any reduction in the value based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings, and other personal property together with any and all additions, accessions, replacements, and substitutes thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project under this Fee Agreement. The Equipment and its constituent parts together with any and all improvements or other features constructed on, or personal property installed or placed on the Project Site (defined below) by or for the Company, or, as applicable, any Sponsor Affiliate, including without limitation, machinery, fixtures, trade fixtures, and other personal property are personal property for purposes of applicable South Carolina law.

“Event of Default” means any Event of Default specified in Section 3.13 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of delivery of this Fee Agreement until the last Phase Termination Date (defined below) unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, any Sponsor Affiliate, are obligated to pay to the County.

“Improvements” mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefore acquired by the Company during the Investment Period.

“Investment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project; (ii) capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to depreciation, which are made by the Company and, as applicable, any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company and, as applicable, any Sponsor Affiliate, without regard to depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company and, as applicable, any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300 or comparable forms; and (iv) any other expenditures made by the Company and, as applicable, any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company, the applicable Sponsor Affiliate and the County Administrator. The Investment for purposes of the Investment stated herein shall include those expenditures made by both the Company and, as applicable, any Sponsor Affiliate by the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired and ending five years after the Commencement Date. The minimum investment must be completed within five years of the Commencement Date. Pursuant to Section 12-44-

30(13) of the Act, the County may, at its discretion, extend this period for up to an additional five years upon passage of a resolution.

“Net FILOT Payment” shall mean a total annual payment to the County of \$3,100 per megawatt AC measured at the point of interconnection to the grid, at the Project for the entire term of this Fee Agreement as set forth in Section 3.1 for those years for which a FILOT Payment is due hereunder. It is anticipated that the first net FILOT Payment due hereunder shall be payable for property tax year 2022, due and payable to the County on or before January 15, 2023. The Company shall provide the County Administrator and Finance Director with reports (including third party reports, if applicable,) not less frequently than annually, at the end of the calendar year, providing conclusive evidence of the actual power production of the Project since the last such report.

“Phase” or “Phases” in respect to the Project means the Economic Development Property placed in service during each year of the Investment Period, as extended.

“Phase Termination Date” means, with respect to each Phase of the Project, the day twenty-nine years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the 30th full calendar year, after the end of the Investment Period.

“Project” is further defined herein to mean the Equipment, Improvements, and the Project Site, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Project Site” means the real property upon which any part of the Project is to be constructed and expanded, as described in Exhibit A attached hereto, as may be amended from time to time by approval of the County Administrator or by adoption of a Resolution by County Council, together with all and singular, the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

“Removed Components” means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.6 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 or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, and have met the requirements of the Act, and whose Investment with respect to the Project shall be considered Economic Development Property, part of the Investment and qualify for FILOT Payments.

“Substantial Energy Generation” means the generation of at least 50% of energy capacity of the Project which shall mean a production of less than 25 megawatts annually.

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

Section 1.2 Amendments. Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement is 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 Company and any Sponsor Affiliate 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) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

(d) 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 Fee Agreement or which could, in any way, adversely affect the validity or enforceability of this Fee Agreement.

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

(a) The Company is a corporate entity, authorized or to be authorized to transact business under the laws of the State of South Carolina, has the power to enter into this Fee Agreement.

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

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the FILOT with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

ARTICLE III FILOT PAYMENTS

Section 3.1 *Negotiated Payments.*

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, as follows: (i) the Company shall make FILOT Payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service on or before each December 31 within the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 39 years, unless extended by the Parties in accordance with the Act, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property 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 Company, and, as applicable, any Sponsor Affiliate, 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.

Step 2: Apply an assessment ratio of 6.0% 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 39 years thereafter or such longer period of years that the annual FILOT Payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.

Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to [326.8] mills, which the parties believe to be that rate in effect on June 30, 2021, for all taxing entities for the Project Site (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of 40 years for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.

Step 4: With respect to each annual FILOT Payment paid to the County, the County shall subtract from the FILOT Payment to be invoiced to the Company an amount equal to the value of the annual Special Source Revenue Credits as further defined under Section 3.2 of this Fee Agreement.

(c) The County agrees to use its best efforts to ensure that the Project is incorporated and remains in the Park during the Fee Term. If, for any reason, the MCIP Agreement is modified, or otherwise

terminated, then the County shall ensure that the Project shall be immediately placed into another multi-county park arrangement established pursuant to the MCIP Act, to which the County is a party and that would enable the Company to receive the benefits afforded by having the Project incorporated into the Park.

(d) In the event that the Act, the above-described FILOT Payments or both 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 Company and, as applicable, any Sponsor Affiliate, with the benefits to be derived hereunder. 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 Company and, as applicable, any Sponsor Affiliate, 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 Company, and, as applicable, any Sponsor Affiliate, as the case may be, with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Company and, as applicable, any Sponsor Affiliate, to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Company, and, as applicable, any Sponsor Affiliate, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 *Special Source Revenue Credit.* As an inducement for the Investment in accordance with Section 12-44-70 of the Act, the County grants to the Company an annual Special Source Revenue Credit ("SSRC") equal to the difference between a net FILOT Payment liability (after application of the SSRC) of a multiplier of \$3,100 per megawatt of alternating current produced at the Project and each annual FILOT Payment due (the Project's estimated output being 50 megawatts, the annual FILOT Payment would be \$155,000). The Company shall certify in writing to the County, prior to the issuance of the first annual FILOT bill for the Project, the total megawatt alternating current produced at the Project.

With respect to the SSRC, the County shall automatically reflect the SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company. The Company shall be permitted to utilize the SSRC to offset any qualifying expenditures as provided under the Infrastructure Credit Act.

Section 3.3 *FILOT Payments on Replacement Property.* If the Company and, as applicable, any Sponsor Affiliate, elect to replace any Removed Components 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 Company, and, as applicable, any Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to forty (40) (or, if greater, the maximum number of years for which the annual FILOT Payments are available to the Company and any Sponsor Affiliate 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 ("Excess Value"), the FILOT Payments to be made by the Company and, as applicable, any

Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property. Notwithstanding the existence of any Excess Value as a result of the installation of Replacement Property at the Project, the total amount of the annual payment(s) due to the County, including the Net FILOT Payment, for the Project shall not exceed in the aggregate the value of the Net FILOT Payment due under this Amended Fee Agreement. If legally necessary to ensure this obligation by the County to the Company or any Sponsor Affiliate, the County would take necessary action, including but not limited to, the provision of additional property tax abatements against the payments due for the Excess Value.

Section 3.4 *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the FILOT Payments 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 3.1 hereof.

Section 3.5 *Place and Allocation of FILOT Payments.* The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.6 *Removal of Equipment.* Subject always to Section 3.3, the Company 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 ("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 Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components of Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) hereof.

Section 3.7 *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement in accordance with Section 3.21.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, do not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate 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 Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered 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 Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c) *Election to Remove.* In the event the Company and, as applicable, any Sponsor Affiliate, elect 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 3.8 *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 operation of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or, as applicable, any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement in accordance with Section 3.21.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement in accordance with Section 3.21 (with respect to its Project property only); (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 Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.9 *Maintenance of Existence.* The Company and, as applicable, any Sponsor Affiliate agree (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.12 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

Section 3.10 *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary "state-of-the-art" information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company's operations and, as applicable, any Sponsor Affiliate's operations, could result in substantial and irreparable harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent, or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary 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 knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the foregoing, whenever the County shall be required by any governmental or financial entity to file or produce any reports, notices, returns or other documents while the Fee Agreement is in effect, the Company, and, as applicable, any Sponsor Affiliate, or owner of the Project at the time shall promptly furnish to the County through the County Attorney the completed form of such required documents together with a certification by the Company, and, as applicable, any Sponsor Affiliate, or owner that such documents are accurate and not in violation of any provisions of law or of the other documents of this transaction, and that the documents meet the legal requirements of such filing or delivery. In the event of the failure or refusal of the Company, and, as applicable, any Sponsor Affiliate or owner to comply with this provision, the Company, and, as applicable, any Sponsor Affiliate, or owner agrees to pay the statement for attorneys'

fees and administrative time presented by the County for producing and filing such documents, such statement to be paid within thirty (30) days after presentation by the County, and to promptly pay any fees, penalties, assessments or damages imposed upon the County by reason of its failure to duly file or produce such documents. With respect to such fees, penalties, assessment or damages imposed by the County, only the individual party failing or refusing to furnish such information shall be liable therefor. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, or owner 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 3.11 *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 Company so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any further consent is required by the Act and requested, the County may grant such consent by adoption of a Resolution, not to be unreasonably withheld.

Section 3.12 *Addition of Sponsor Affiliates.* Subject to any applicable state law, the County agrees to approve any future Sponsor Affiliate that would qualify for the benefits offered under this Fee Agreement. Pursuant to Section 12-44-130 of the Act, the Company may request the addition of a Sponsor Affiliate and, upon approval by resolution of the County Council shall become eligible for the benefits under this Fee Agreement.

Section 3.13 *Events of Default.* The following are "Events of Default" under this Fee Agreement, and the term "Events of Default" means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the FILOT Payments described in Section 3.1 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company 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 3.14 *Remedies on Default.* Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate, of such default and after the expiration of a ninety (90) day cure period shall have the option to 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 that 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 Company or, as applicable, any Sponsor Affiliate, under this Fee Agreement.

Section 3.15 *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 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 Company is not competent to waive.

Section 3.16 *Leased Equipment.* To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliates' sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate.

Section 3.17 *Waiver of Recapitulation Requirements.* As permitted under Section 12-44-55 of the Act, the Company, and, as applicable, any Sponsor Affiliate, and the County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company, and, as applicable, any Sponsor Affiliate, provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.18 *Fiscal Year; Property Tax Year.* If the Company's and, as applicable, any Sponsor Affiliates, fiscal year changes so as to cause a change in the Company's or Sponsor Affiliates' property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly but only with respect to the party whose fiscal year changes.

Section 3.19 *Reports; Filings.*

(a) Each year during the term of this Fee Agreement, the Company, and, as applicable, any Sponsor Affiliate, shall deliver to the Anderson County Auditor a copy of their most recent annual property tax returns filed with the Department with respect to the applicable portions of the Project.

(b) The Company shall file a copy of this Agreement, as well as a copy of the completed forms PT-443 of the Department, with the Anderson County Auditor, the Anderson County Assessor, and the Department within thirty (30) days after the date of execution and delivery hereof.

Section 3.20 *Payment of Administrative Expenses.* The Company will reimburse, or cause reimbursement to, the County from time to time for reasonable and necessary amounts that are customary and standard, including reasonable attorney's fees and costs, actually incurred, or that will be actually incurred, by the County with respect to the County's fulfillment of its obligations under the Fee Agreement and other related documents ("Transaction Documents") in the implementation of its terms and provisions ("Administrative Expenses"). The Company will make such reimbursement of Administrative Expenses upon written request therefor, but in no event later than sixty (60) day after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by the Transaction Documents, and, aside from reasonable attorney's fees set forth below, or as may be necessitated in the future by request of the Company pertaining to matters outside of the immediate scope of this Agreement, the County anticipates (but cannot guarantee) that no out of pocket expenses in connection with the Transaction Documents and the transactions authorized hereby should arise in the future. The parties understand that counsel to the County may invoice the Company for those expenses related to the review of the Transaction Documents and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$5,000.

Section 3.21 Termination. Prior to the stated expiration of the Term of this Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Agreement effectively immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all applicable payments payable under this Agreement as of such time. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the FILOT Payments provided herein and the property constituting the Project shall thereafter be subject to *ad valorem* tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

ARTICLE IV MISCELLANEOUS

Section 4.1 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 three business days after 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 may hereafter furnish 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: County Administrator
Post Office Box 8002
Anderson, South Carolina 29622

WITH A COPY TO: Anderson County, South Carolina
(shall not constitute notice) ATTN: County Attorney
Post Office Box 8002
Anderson, South Carolina 29622

AS TO THE COMPANY: Project Mullet
[To be inserted later]

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
(shall not constitute notice) ATTN: Sam Moses
 1221 Main Street, Suite 1100
 Columbia, SC 29201

Section 4.2 ***Binding Effect.*** This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. 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 4.3 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 4.4 *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.

Section 4.5 *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 4.6 *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.7 *Further Assurance.* From time to time, and at the Company's and Sponsor Affiliates' expense, the County agrees to execute and deliver to the Company and Sponsor Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8 *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 Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.9 *Limited Obligation.* NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY, OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10 *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 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 officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any 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 4.11 *Indemnification Covenants.*

(a) Notwithstanding any other provisions in this Agreement or in any other agreements with the County, the Company agrees to indemnify and save the County, its County Council members, elected officials, 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 by the Company, its members, officers, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees or licensees pertaining to the Project or this Agreement, (iv) except in such cases where the County has released the Company pursuant to an approved assignment of this Agreement, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company pertaining to the Project or this Agreement, or (v) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify 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 counsel reasonably acceptable to the County.

(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 Agreement, or the undertakings required of the county hereunder, by reason of the granting of the FILOT, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the company, or by reason of the county's relationship to the Project or by the operation of the Project by the Company, 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 other Indemnified Party should incur any such pecuniary liability, then in such event the Company shall indemnify 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 counsel reasonably acceptable to the County; provided, however, that the Indemnified Parties notify the Company as soon as it is aware of any pending claim, liability or loss, and that such indemnity shall not apply to the extent that any such claim is attributable to (i) the negligent or grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any material breach of this Agreement by the County.

(c) Notwithstanding anything in this 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, shall survive any termination of this Agreement with respect to the Company.

Section 4.12 Force Majeure. The Company, and, as applicable, any Sponsor Affiliate, 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 or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's, and, as applicable, any Sponsor Affiliates' reasonable control.

Section 4.13 Decommissioning. Once any portion of the Project has been placed in service, the Company shall obtain a bond listing the County as obligee in the amount of \$10,000 per megawatt of output AC produced by the Project to ensure performance of Company's Decommissioning obligations within six (6) months of the Company's Abandonment of the Project Site, termination of the lease governing the Project Site, or other termination of the Project by the Company. The obligations arising under this section survive termination of the Fee Agreement.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council; and the Company and Sponsor Affiliate have each 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

Tommy Dunn, Chairman
Anderson County Council

(SEAL)

ATTEST:

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

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council; and the Company and Sponsor Affiliate have each caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

[PROJECT MULLET]

Name:

Title:

EXHIBIT A

DESCRIPTION OF PROPERTY

[To be provided later].

RESOLUTION R2020-018

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF A SECTION OF MITCHELL ROAD DESIGNATED AS C-06-0010; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Mitchell Road (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-06-0010 and,

WHEREAS, the Road extends 1,948 feet from Bowlan Rd, S-4-146 to Breazeale Road, C-6-14 and exists on 12 parcels of property identified as Anderson County tax map numbers 197-00-10-005, 197-00-10-012, 197-00-10-027, 197-00-10-029 through 197-00-10-031, 197-00-10-047, 197-00-11-001 through 197-00-11-005, all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on April 6, 2021 attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road for safety of the church and its activities. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

NOW, THEREFORE, be it resolved by Anderson County Council in meeting duly assembled that:

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of the section of Mitchell Road, C-06-0010 by the property owners.
2. In the event the section of Mitchell Road is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.

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 otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 20th day of April, 2021, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Lacey A. Croegaert
Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit A

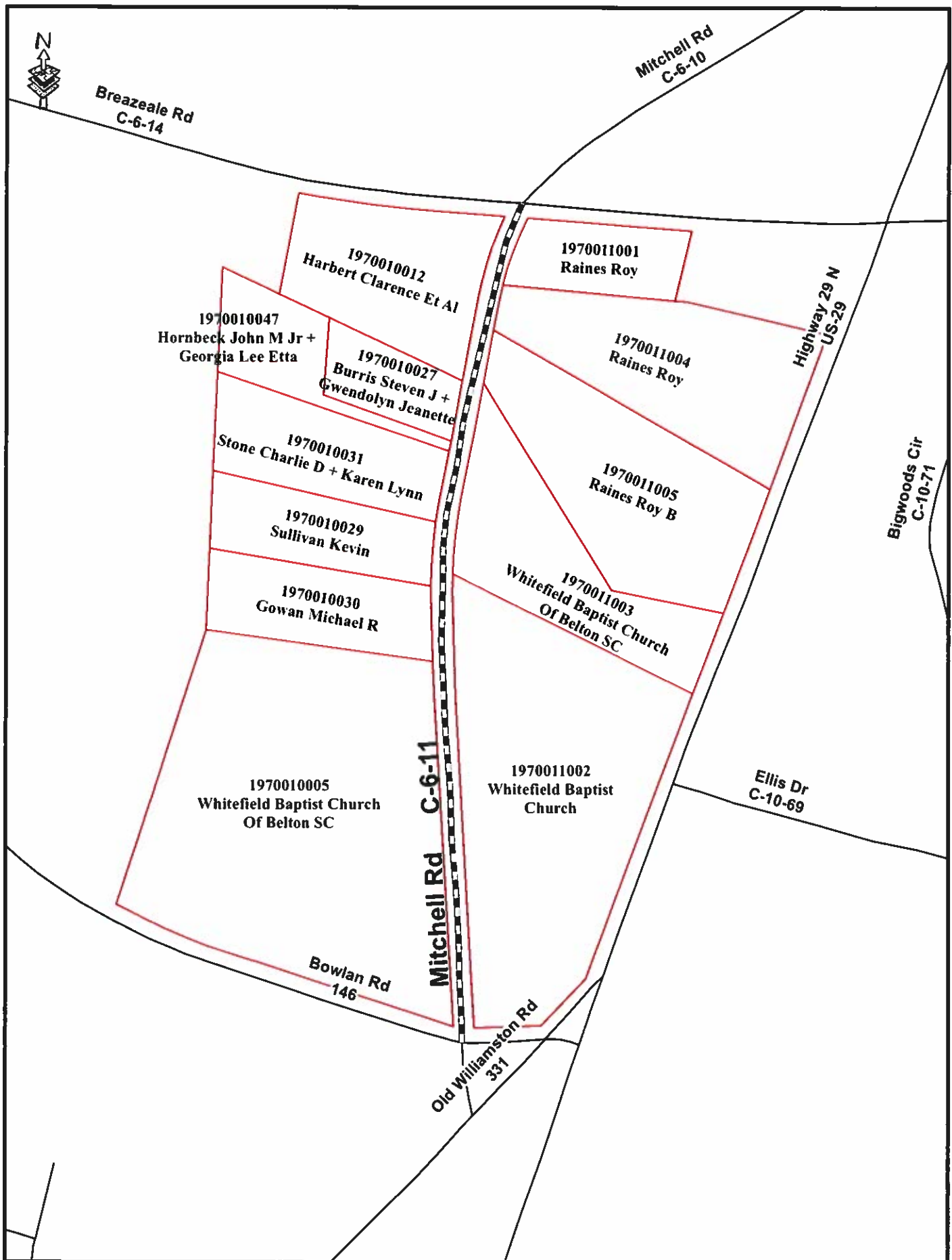


Exhibit B



Anderson County Roads & Bridges

735 Michelin Boulevard, Anderson, SC 29625
(864) 260-4190

Roadway Abandonment Petition

*Only one signature per household will be counted

Date: 9/1/2020

I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

Name: Pastor Bob Clardy (James Robert Clardy)
Mailing
Address: 207 Mitchell Rd
City: Selton State: SC Zip: 29627
Telephone #: 864 934-5904

Road Name: Mitchell Rd

Reason for abandonment: For the safety of the Church

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above.

Signature (Do not print)	Print Name	Address	Phone Number
<u>Steve Burris</u>	<u>STEVE BURRIS</u>	<u>281 MITCHELL RD.</u>	<u>864-256-7021</u>
<u>John Hornbeck</u>	<u>John Hornbeck</u>	<u>271 Mitchell Rd.</u>	<u>864 352-9011</u>
<u>Ray Roines</u>	<u>Ray Roines</u>	<u>14117 Hwy 29 N</u>	<u>864-847-7468</u>
<u>Allen Hott</u>	<u>Allen Hott</u>	<u>1103 Breckenridge Rd.</u>	<u>864-356-8501</u>
<u>Karen Stone</u>	<u>Karen Stone</u>	<u>261 Mitchell Rd</u>	<u>864-617-8622</u>
<u>Hammond Water & Sewer (Big Creek & Hammond) has not signed but</u>			
<u>Whitefield Baptist has voted to purchase property - Hammond will</u>			
<u>sign when contract</u>			
<u>for purchase is</u>			
<u>signed.</u>			
<u>Pastor</u>			
<u>Bob Clardy</u>			



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: April 9, 2021
TO: Mr. Rusty Burns, County Administrator
FROM: Matt Hogan, Roads and Bridges Manager
SUBJECT: Proposed abandonment of a section of Mitchell Rd. C-6-10
Council District Seven

Please find attached information regarding the proposed abandonment of a section of Mitchell Road from Bowlan Road to Breazeale Road. Property owners have requested abandonment for church safety and activities.

A signed petition by the landowners is enclosed. Owners were provided a copy of Anderson County Ordinance regarding abandonment and closure of public roads policies and procedures and notified in writing of their responsibilities for obtaining legal title to the road if Council approves abandonment by resolution.

Notification signs were posted on the road on March 10, 2021. Signs were in place for 30 days on April 9 2021.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District One Transportation Department. Anderson School District has no issue with the road abandonment. Whitefield Fire Station Chief, Billy Guin has concerns about access to residents along this section of road. His preference is to wait until SCDOT completes their intersection improvements project before closing the road.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were 8 inquiries
- Section of road is in general public use
- Road runs Bowlan Road to Breazeale Road
- The asphalt road is 1,948 linear feet and 20 feet wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 688 cars per day

With the information provided, I recommend Anderson County abandon interest in this section of Mitchell Road.

Photographs and location map are enclosed for your convenience.

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

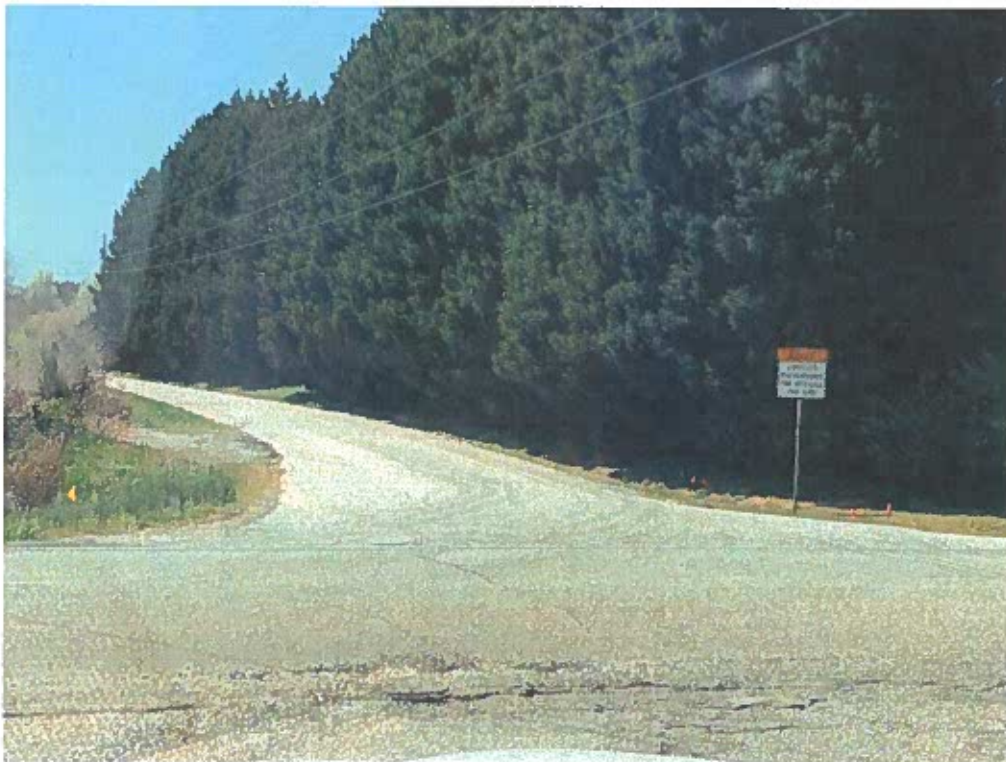
Rusty Burns | County Administrator
rburns@andersoncountysc.org

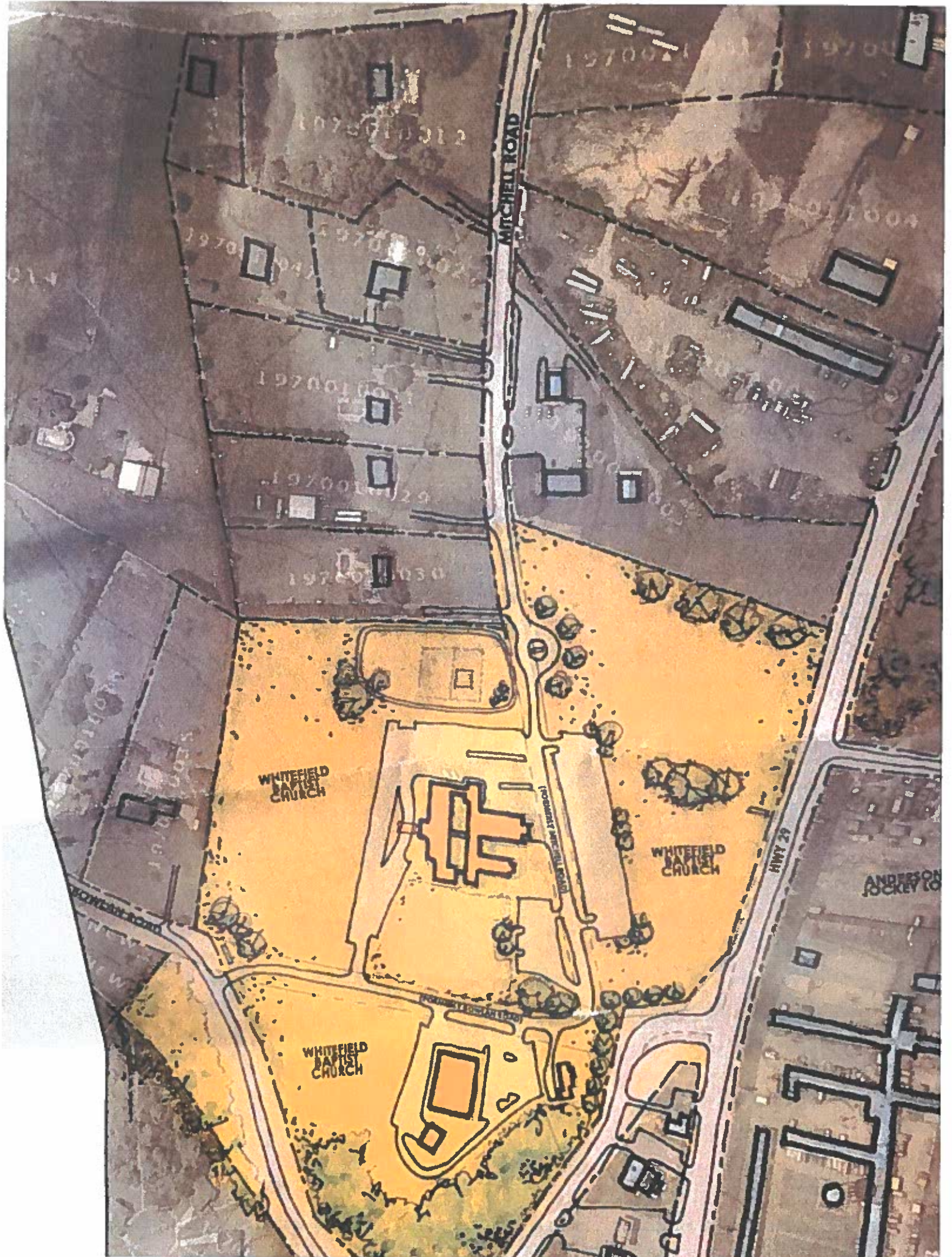
Mitchell Road, C-6-10 Abandonment From Bowlan Rd to Breazeale Rd

View from Bowlan Road



View from Breazeale Rd





Phone Log for

Date	Name	Address	Phone	Comments
3/12/2021	Fire Chief Billy Gilland		617-3891	Opposed to closure. Concerned with emergency response to home on this section of road.
3/22/2021	Jason Wyley		556-6235	Opposed to closure. Travel the road
3/22/2021	Jack Cann	Breazeale Rd	426-3785	Opposed to closure. Travel the road
3/22/2021	Janet Cann	Breazeale Rd	426-3785	Opposed to closure. Travel the road
3/24/2021	Tim Ford	Bowlan Rd	617-2796	Opposed to closure. Travel the road
3/24/2021	Michael Evatt	Bowlan Rd	209-9184	Opposed to closure. Travel the road
3/24/2021	Jamie Eller		419-2301	Opposed to closure. Travel the road
3/24/2021	Chris & Jordan Latimer	122 Bowlan Rd	314-5548	Opposed to closure. Travel the road



March 3, 2021

Jimmy Ray Sutherland, Fire Chief
Anderson County Fire Department
210 McGee Road
Anderson, South Carolina 29625

Dear Chief Sutherland:

We have received a request to abandon Mitchell Road, C-6-10, between Bowlan Road and Breazeale.

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan
Roads and Bridges Manager

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



March 3, 2021

Benny Bridges, Jr., Transportation Supervisor
Anderson County School District One
2001-B Easley Highway
Piedmont, South Carolina 29673

Dear Mr. Bridges:

This letter is to inform you that we have received a request to abandon Mitchell Road, C-6-10, between Bowlan Road and Breazeale.

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

A handwritten signature in black ink that reads "Matt Hogan". The signature is written in a cursive, flowing style.

Matt Hogan
Roads and Bridges Manager

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

RESOLUTION R2020-019

A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF HATTEN ROAD DESIGNATED AS C-17-0022; AND OTHER MATTERS RELATED THERETO.

WHEREAS, HATTEN ROAD (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-17-0022; and,

WHEREAS, the Road extends 2,409 feet from Bryant Road and exists on four parcels of property identified as Anderson County tax map numbers 206-00-02-003, 206-00-03-001, 206-00-03-002 and 206-00-03-014, all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on March 1, 2021 attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road in order to deter unsolicited traffic and vagrant activity. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

WHEREAS, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

WHEREAS, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure;

WHEREAS, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road;

NOW, THEREFORE, be it resolved by Anderson County Council in meeting duly assembled that:

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Hatten Road, C-17-0022 by the property owners.
2. In the event Hatten Road is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
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 otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 20th day of April, 2021, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

M. Phyllis White
Assistant Anderson County Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

Exhibit A

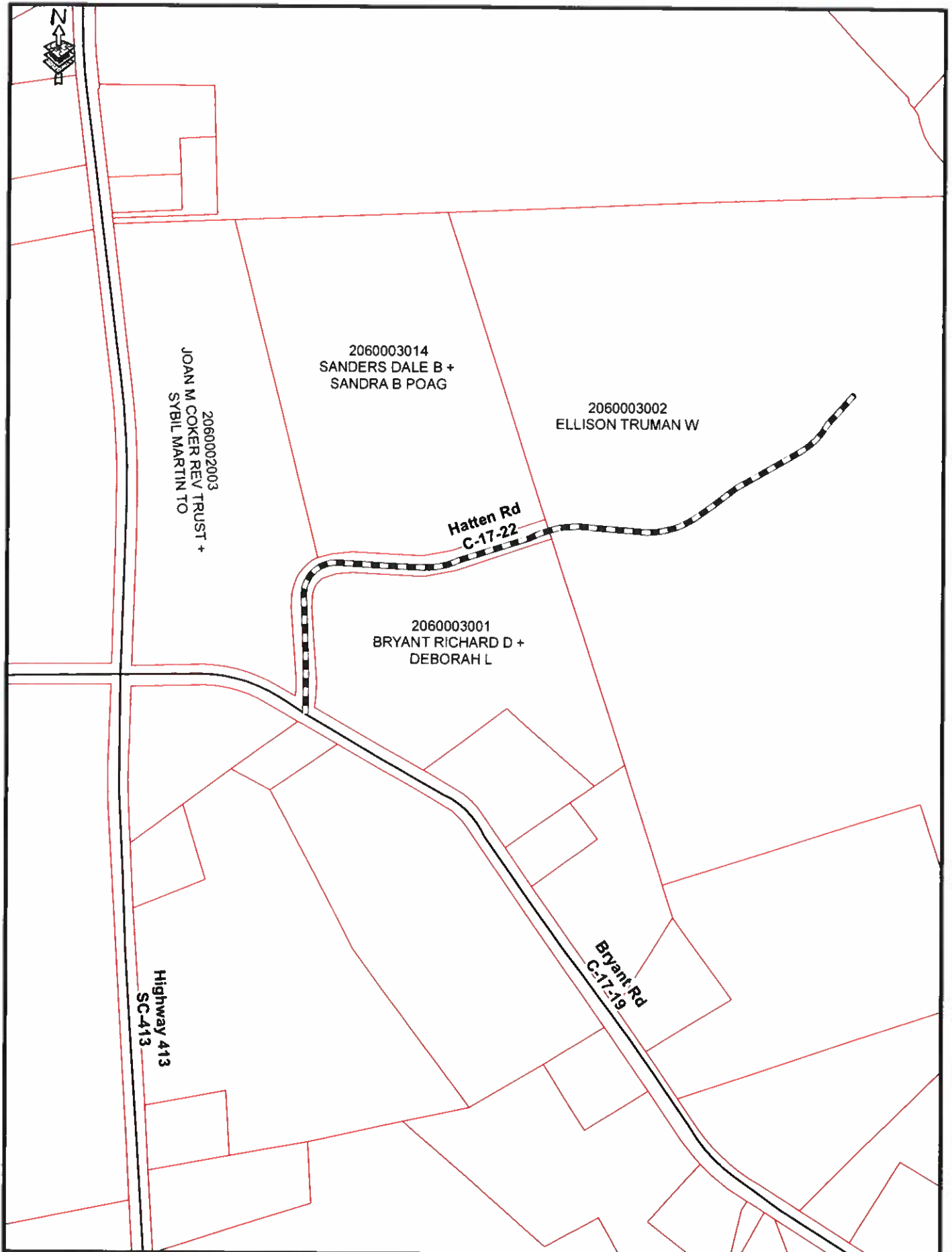


Exhibit B



Anderson County Roads & Bridges

735 Michelin Boulevard, Anderson, SC 29625
(864) 260-4190

Roadway Abandonment Petition

*Only one signature per household will be counted

Date: 2-23-2021

I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

Name: Michael Gilreath
Mailing Address: 200 Saw Mill Rd Anderson
City: Anderson State: S.C. Zip: 29624
Telephone #: 864 314 1287
Road Name: Hatten Rd

Reason for abandonment: Drug use and vandalism

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above.

Signature (Do not print)	Print Name	Address	Phone Number
<u>St M Shultz</u>	<u>Steven M Gilreath</u>	<u>200 Sawmill Rd Anderson S.C.</u>	<u>864-314-1287</u>
<u>Dale B Sanders</u>	<u>Dale B. Sanders</u>	<u>2701 Hwy 413 Anderson SC</u>	<u>864 314 3279</u>
<u>Sandra Poag</u>	<u>Sandra Poag</u>	<u>21 Lyme Bay Col SC</u>	<u>803 920 3451</u>
<u>Sybil M. Todd</u>	<u>Sybil M. Todd</u>	<u>803 Bryant Rd. 29212</u>	<u>Anderson, SC 29621</u>
<u>Richard D Bryant</u>	<u>Richard D Bryant</u>	<u>1400 Hwy 252 Betton SC 29627</u>	<u>864-296-3697</u>
<u>Russell B. Benton</u>	<u>Russell B. Benton</u>	<u>1202 Bryant Rd Anderson SC 29624</u>	<u>864-305-7985</u>



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: April 8, 2021
TO: Mr. Rusty Burns, County Administrator
FROM: Matt Hogan, Roads and Bridges Manager
SUBJECT: Proposed abandonment of Hatten Road, C-17-22
Council District Three

Please find attached information regarding the proposed abandonment of Hatten Road. Property owners have requested abandonment due to vagrant activity.

A signed petition by the landowners is enclosed. Owners were provided a copy of Anderson County Ordinance regarding abandonment and closure of public roads policies and procedures and notified in writing of their responsibilities for obtaining legal title to the road if Council approves abandonment by resolution.

Notification signs were posted on the road on March 8, 2021. Signs were in place for 30 days on April 7, 2021.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District Three Transportation Department. No response was received from either.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were no inquiries
- Section of road is in general public use
- Road runs Bryant Road to dead end
- The asphalt road is 2,409 linear feet and 18 feet wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 5 cars per day

With the information provided, I recommend Anderson County abandon interest in Hatten Road.

Photographs and location map are enclosed for your convenience.

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

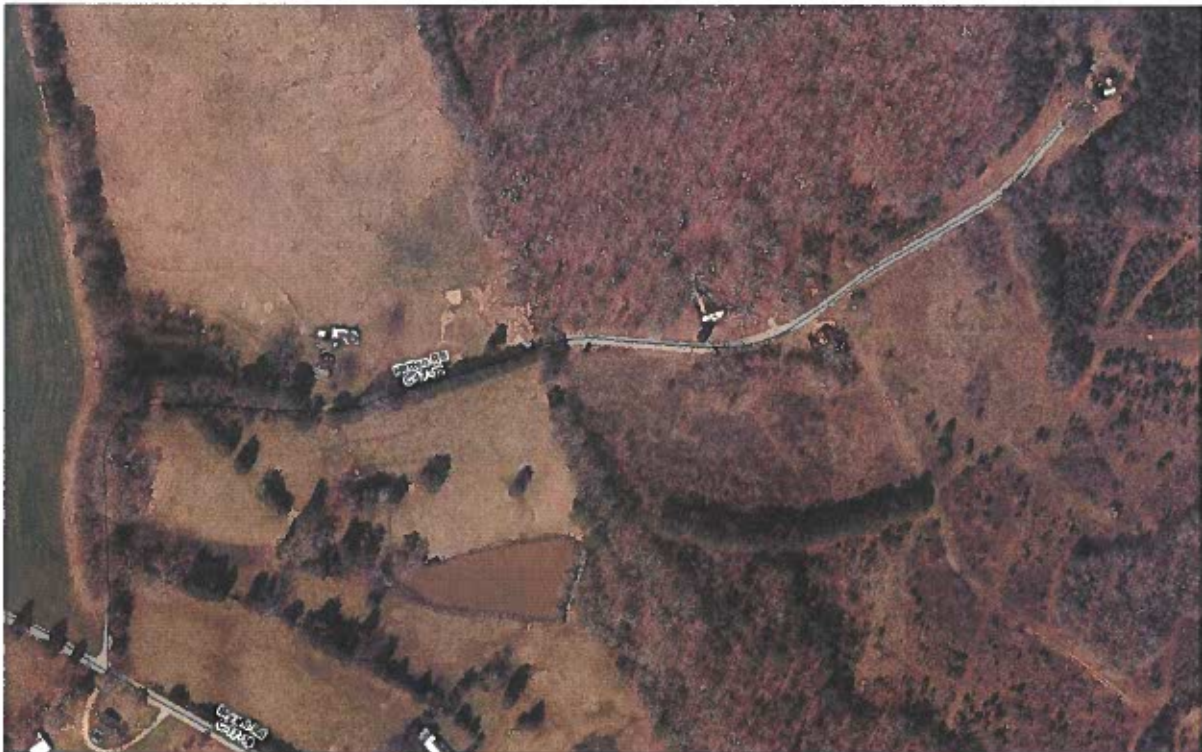
Rusty Burns | County Administrator
rburns@andersoncountysc.org

Hatten Road, C-17-22 Abandonment

View from Bryant Road



Aerial View from Anderson County GIS





March 1, 2021

Jimmy Ray Sutherland, Fire Chief
Anderson County Fire Department
210 McGee Road
Anderson, South Carolina 29625

Dear Chief Sutherland:

We have received a request to abandon Hatten Road, C-17-22. This is a dead-end road off Bryant Road.

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

A handwritten signature in black ink that reads "Matt Hogan".

Matt Hogan
Roads and Bridges Manager

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org



March 1, 2021

Alan Walfield, Director of Transportation
Anderson County School District Two
10990 Belton-Honea Path Highway
Honea Path, South Carolina 29654

Dear Mr. Walfield:

This letter is to inform you that we have received a request to abandon Hatten Road, C-17-22. This is a dead-end road off Bryant Road.

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at wmhogan@andersoncountysc.org if you desire.

Sincerely,

Matt Hogan
Roads and Bridges Manager

Enclosures

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Ray Graham
Council District 3

M. Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V. Chairman, District 4

Gracie S. Floyd
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
rburns@andersoncountysc.org

RESOLUTION NO. 2021-020

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT GREENLIGHT], WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY 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 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 GREENLIGHT] (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of approximately \$8,650,000.00 in non-exempt investment and the expected creation of approximately 27 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 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 is or 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, and 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 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 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 16th day of February, 2021.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

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

By: _____
M. Phyllis White, Assistant Clerk to Council
Anderson County, South Carolina

Approved as to form:

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

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this "**Agreement**") made and entered into as of February 16, 2021 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 Greenlight], 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**") and 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 credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, "**Infrastructure**"); through all such powers the development of the State of South Carolina (the "**State**") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property in the County (collectively, the "**Project**"), which will result in an expected investment by the Company in the Project of approximately \$8,650,000.00 (the "**Investment Target**") and the expected creation by the Company of approximately 27 net new, full-time, jobs (with benefits) with respect thereto (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 April 20, 2021, and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

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

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

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

(a) The term of the Fee Agreement will commence with the first year of the capital investment made under the Fee Agreement and shall run for thirty (30) years after the last year of the capital investment made under the Fee Agreement during the Investment Period.

(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 326.3 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2021); 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 consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the 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 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 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) consecutively for tax years one through five (1 -5).

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 credit is taken.

In no event shall the aggregate amount of any special source 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 collectively invest the statutory minimum investment in connection with the Project, by the end of the Investment Period, the Company shall be liable for the

difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement (taking into account all infrastructure credits actually received) and the amount of *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into, with 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 (120th) day following the last day of the Investment Period.

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, and the individual members, officers, agents and employees thereof, harmless from certain pecuniary liability and to reimburse the County for certain 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, on terms and conditions specified in the Fee Agreement;

(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 reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

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

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition

that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

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

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee 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, 2022, 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.

[Signature pages to follow]

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

Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Lacey A. Croegaert, Clerk to Council
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

[PROJECT GREENLIGHT]

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of resolution duly adopted at a meeting of said County Council held on _____, 2021, at which meeting a quorum was at all times present.

WITNESS MY HAND this ____ day of _____, 2021.

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

RESOLUTION NO.: 2021-021

STATE OF SOUTH CAROLINA)
)
ANDERSON COUNTY)

INDUCEMENT RESOLUTION

IDENTIFYING A PROJECT TO SATISFY THE REQUIREMENTS OF TITLE 12, CHAPTER 44 OF THE SOUTH CAROLINA CODE, SO AS TO ALLOW INVESTMENT EXPENDITURES INCURRED BY A COMPANY IDENTIFIED BY THE COUNTY AS PROJECT MULLET, ITS AFFILIATES AND RELATED ENTITIES, TO QUALIFY AS EXPENDITURES ELIGIBLE FOR A FEE-IN-LIEU OF TAXES ARRANGEMENT WITH ANDERSON COUNTY, SOUTH CAROLINA; COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN ANDERSON COUNTY AND PROJECT MULLET INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County (the “County”) is a political subdivision of the State of South Carolina (the “State”) and as such has all powers granted to counties by the Constitution and the general law of this State; and

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) (i) to encourage manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the FILOT Act, all pursuant to the provisions of the FILOT Act; (ii) to grant credits against FILOT Payments to qualifying companies to offset qualifying infrastructure related expenditures (“Special Source Revenue Credits”) pursuant to Sections 4-1-175, 4-29-68 and 12-44-70 of the Code; (iii) to make and execute contracts pursuant to Section 4-9-30 of the Code; and (iv) to enter into agreements with one or more contiguous counties for the creation and operation of one or more multi-county industrial parks (“MCIP”) and to include within the boundaries of such parks the property or eligible companies, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code; and

WHEREAS, Project Mullet, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates that the Sponsor may designate and the County may approve in accordance with the Act (collectively, “Company”), contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein and to be further set forth in future agreements, and to the extent allowed by law, plans to construct a solar energy generation facility in the County through the acquisition, construction, lease, and purchase of certain real property, buildings, furnishings, fixtures, apparatuses, and equipment (collectively, the “Project”), which will result in new investment in real and personal property estimated to be at least \$68,000,000 in the County; and

WHEREAS, as an inducement to the Company locating the Project in the County, the Company requests and the County desires to provide certain incentives, including but not limited to, the following: (i) the incentive of a FILOT arrangement as authorized by the Act for a term of 30 years, plus an extension of 10 years for a total term of 40 years, and having a fixed assessment ratio of 6% with a fixed millage rate equal

to the lowest millage rate permitted pursuant to Section 12-44-50(A)(1)(D) of the Act, the terms of which shall be further set forth in a fee-in-lieu of *ad valorem* taxes agreement between the County and the Company ("Fee Agreement"); (ii) the placement and maintenance of the Project in a multi-county industrial park of which the County is a member county; (iii) an annual Special Source Revenue Credit against those FILOT payments made by the Company and to the County, for the duration of the Fee Agreement, equal to the difference between a net FILOT Payment liability of a multiplier of \$3,100 per megawatt of alternating current and such FILOT Payments due (which is based upon the Company's projection of 50 megawatts, the annual net FILOT Payment is anticipated to be \$155,000 annually); and (iv) any other incentives that may be set forth in the Fee Agreement or other agreements by and between the County and the Company (collectively, the "Incentives"); and

WHEREAS, the parties recognize and acknowledge that the Sponsor would not otherwise locate the Project in the County but for the delivery of the Incentives; and

WHEREAS, in accordance with Section 12-44-40 of the Act, and based on information provided by the Company, the County has determined that (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits, not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or a charge against its 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 to the public are greater than the costs to the public.

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

Section 1. Project Identification for Purposes of the Act. The County hereby identifies the Project as a "project" as contemplated by Section 12-44-40 of the Act.

Section 2. Project Findings. Based on information provided by the Company, the County has determined that: (i) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (ii) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or a charge against its 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 to the public are greater than the costs to the public.

Section 3. Placement of Project in a Multi County Industrial Park. The County shall use its best efforts to cause the Project, if not already so placed, to be located within the boundaries of a multi county industrial park as provided in Article VIII, Section 13 of the South Carolina Constitution and the MCIP Act.

Section 4. Past and Future Acts. The County Council hereby authorizes the Chair of the County Council and other County staff, along with any designees or agents designated thereby, including the County's attorney for this Project, in the name of and on behalf of the County (each an "Authorized Individual"), to take whatever further actions, and enter into whatever further agreements, as are allowed by law and as any Authorized Individual deems to be reasonably necessary and prudent to effect the intent of this Resolution and induce the Company to locate the Project in the County, and authorizes and ratifies all actions previously undertaken by Authorized Individuals with respect to the Project and the actions contemplated by this Resolution.

Section 5. Severability. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

Section 6. **Repealer Clause.** All orders, resolutions, or any parts of either, in conflict with this Resolution are, to the extent of that conflict, repealed. This Resolution is effective and remains in effect as of its adoption by the County Council.

Resolved: April 20, 2021

ANDERSON COUNTY, SOUTH CAROLINA

Tommy Dunn
Chairman, Anderson County Council

Attest:

Rusty Burns
County Administrator

M. Phyllis White, Assistant Clerk to Council
Anderson County, South Carolina

Approved As To Form:

Leon C. Harmon
County Attorney

Resolution No. 2021-022

A RESOLUTION TO APPROVE A PARTIAL RELEASE OF INDENTURE ON PROPERTY OWNED BY KIDKO, LLC ON MASTERS BOULEVARD WITH TMS NO. 126-00-01-011; AND OTHER MATTERS RELATED THERETO.

WHEREAS, KIKDO, LLC owns real property on Masters Boulevard with TMS No. 126-00-01-011 ("KIDKO, LLC PROPERTY");

WHEREAS, the KIDKO, LLC PROPERTY was part of properties previously owned by BASF Corporation and subject to an Indenture Agreement as part of an economic development project; and

WHEREAS, KIDKO, LLC desires to have any possible remaining lien attached to its property released.

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

1. The Partial Release of indenture attached hereto as Exhibit A is hereby approved and the County Administrator is authorized to sign the Release.
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 otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 6th day of April 20, 2021, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

M. Phyllis White
Assistant Clerk to County Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON) PARTIAL RELEASE OF INDENTURE

FOR VALUE RECEIVED, Anderson County, South Carolina, does hereby release the following described property from the lien of that certain Indenture given by BASF Corporation, a Delaware corporation, to Anderson County, South Carolina dated as of December 1, 1997 and recorded December 30, 1997 in the office of the Register of Deeds for Anderson County, South Carolina in Records Book 2822 at page 10; said Indenture was thereafter assigned to Honeywell Nylon Inc., by Assignment and Assumption Agreement dated April 30, 2003 and recorded May 12, 2003 in the office of the Register of Deeds for Anderson County, South Carolina in Records Book 5429 at page 134:

ALL that certain piece, parcel or tract of land together with all improvements located thereon, situate, lying and being in the County of Anderson, State of South Carolina, in Varennes Township, being shown and designated as Tract B1-A on that certain plat prepared by American Engineering & Surveying Co., dated March 3, 2003, revised April 25, 2003 and revised August 22, 2003 and recorded in the office of the Register of Deeds for Anderson County on October 27, 2003 in Plat Book S1411 at page 005B and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

LESS AND EXCEPT that portion conveyed by deed recorded in Book 9652 at page 221 and corrective deed recorded in Book 9707 at page 134 of the Anderson County Registry.

TMS#: 126-00-01-011

This is the same property conveyed unto KIDCO, LLC by KIDCO, a South Carolina Partnership by deed dated May 6, 2009 and recorded June 15, 2009 in the office of the Register of Deeds for Anderson County, South Carolina in Records Book 9212 at page 269.

WITNESS the hand and seal of the undersigned this ____ day of April, 2021.

IN THE PRESENCE OF:

ANDERSON COUNTY, SOUTH CAROLINA

BY: _____

Rusty Burns

ITS: County Administrator

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF ANDERSON)

The foregoing instrument was acknowledged before me this ____ day of April, 20121 by
Rusty Burns as County Administrator of Anderson County, South Carolina.

Notary Public for South Carolina
My Commission Expires:_____

Anderson County Purchasing Department Bid Tabulation

BID# 21-035 STONEHAVEN WWCS REHAB

	Vendor	addend. & bond	BID / ALT. BID
1	GRANITE INLINER	YES	BASE \$512,940.00
2			ALT. \$239,300.00
3			TOTAL \$751,940.00
4	VORTEX SERVICES	YES	BASE \$539,775.00
5			ALT. \$203,575.00
6			TOTAL \$743,350.00
7	MCCLAM AND ASSOCIATES	YES	BASE \$607,429.00
8			ALT. \$227,183.00
9			TOTAL \$834,612.00
10	ES INTEGRATED		NO RESPONSE
11	NU PIPE		NO RESPONSE
12	KRG UTILITY		NO RESPONSE
13	M B KAHN		NO RESPONSE
14	SUNBELT RENTALS		NO RESPONSE

	Vendor	addend. & bond	BID / ALT. BID
15	BRW CONSTRUCTION		NO RESPONSE
16	NORTH AMERICAN PIPELINE		NO RESPONSE
17	SUMMIT CONSTRUCTION		NO RESPONSE
18	SHERWIN WILLIAMS		NO RESPONSE
19	MCMILLAN PAZDAB AND SMITH		NO RESPONSE
20	SALUDA CONSTRUCTION		NO RESPONSE
21	GLENN CONSTRUCTORS		NO RESPONSE
22	SHAUN BARBARE		NO RESPONSE
23	GREENSTONE CONSTRUCTION		NO RESPONSE
24	J L CONSTRUCTION		NO RESPONSE
25	TUGALOO PIPELINE		NO RESPONSE
26	G C INC.		NO RESPONSE
27	MOORHEAD CONSTRUCTION		NO RESPONSE
28	CRYSTAL SEWER		NO RESPONSE

	Vendor	addend. & bond	BID / ALT BID
29	CHANDLER CONSTRUCTION		NO RESPONSE
30	STERLING		NO RESPONSE
31	L W INC.		NO RESPONSE
32	J M CONSTRUCTION		NO RESPONSE
33	YOUNG PLUMBING		NO RESPONSE
34			
35			
36			
37			
38			
39			
40			
41			
42			
AWARD TO:			VORTEX SERVICES

ANDERSON COUNTY PURCHASING, ANDERSON, SOUTH CAROLINA 29624

REQUEST FOR BIDS, OFFER, AND AWARD


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

1. SOLICITATION: #21-035	4. Brief Description of Project: Gravity sewer rehabilitation to include Base scope and additive alternate scope: <u>Base Scope:</u> 100 VF cementitious MH rehab; 36 point repairs to service lateral connections; 9,500 LF clean/CCTV; 9,500 LF of 8-inch CIPP. All associated site work and restoration. <u>Additive Alternate:</u> 6,700 LF Clean/CCTV; 3,500 LF CIPP installation; 150 VF cementitious MH rehab; raise rim elevation of 8 MHs.
2. ISSUE DATE: January 26, 2021	
3. FOR INFORMATION CONTACT: rcarroll@andersoncountysc.org <i>RE✓</i>	
5. SUBMIT BID TO: Anderson County Purchasing Department Attn: Bid #21-035 101 S. Main Street Anderson, S.C. 29624	Pre-Bid Meeting on February 3 at 10:30 A.M. The Pre-Bid will be held virtually. Please contact Will Nading at Goodwyn, Mills and Cawood (will.nading@gmcmnetwork.com) for details. Pre-Bid is HIGHLY ENCOURAGED.
6. Submission Deadline: <i>Thursday, February 25, 2021</i> Time: 11:00 A.M.	

7. Submit Sealed Bid to: *Anderson County Purchasing Department, 101 S. Main Street, Anderson, S.C. 29624*

8. Firm Offer Period:
Bids submitted shall remain firm for a period of ninety (90) calendar days from date specified in block 6.

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

9. BUSINESS CLASSIFICATION	(Check Appropriate Box)	<input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/> Minority Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise	N/A
10. Additional Information: In compliance with above, the undersigned agrees, if this bid is accepted within the period specified in Block 8 above, to furnish any or all other further information requested by Anderson County.			
11. Bidder's name and address (Type or print): Vortex Services, LLC. - 17 AD Asbury Road Greenville, SC 29605		12. Name & Title of Person Authorized to sign the Bid (Type or Print): Connor Collier - RVP	
E-mail address: <u>ccollier@vortexcompanies.com</u> Telephone #: <u>(713) 750-0081</u> Fax #: <u>(833) 247-7943</u> Federal Identification #: <u> </u>		13. Bidder's Signature & Date:  2/23/2021	

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

14. Total Amount of Award:	15. Successful Bidder:	
16. Contracting Officer or Authorized Representative: Rusty Burns	17. Signature:	18. Award date:

**SECTION IV: Addendum A
BASE BID FORM
STONEHAVEN WWCS REHABILITATION**

Name of Party submitting the Bid: Vortex Services, 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: STONEHAVEN WWCS REHABILITATION

Bid No.: Bid #21-035

BID SCHEDULE

STONEHAVEN WWCS REHABILITATION

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
(1) BASE SCOPE					
1.1	1	LS	Mobilization (5% of base scope total)	\$15,000.00	\$15,000.00
1.2	9,500	LF	Pre-CIPP Sewer Cleaning and CCTV	\$4.75	\$45,125.00
1.3	6,700	LF	Other Sewer Cleaning and CCTV	\$5.00	\$33,500.00
1.4	32	EA	Service Lateral Replacement	\$3,500.00	\$112,000.00
1.5	4	EA	Service Lateral Replacement on existing CIPP	\$3,100.00	\$12,400.00
1.6	9,500	LF	CIPP Installation	\$28.50	\$270,750.00
1.7	100	VF	Cementitious MH Rehabilitation	\$250.00	\$25,000.00
1.8	1	LS	Site Restoration (Grassing, asphalt, etc.)	\$26,000.00	\$26,000.00
Subtotal – Base Scope					\$539,775.00

(2) ADDITIVE ALTERNATE SCOPE

2.1	3,500	LF	CIPP Installation	\$35.00	\$122,500.00
2.2	150	VF	Cementitious MH Rehab	\$385.00	\$57,750.00
2.3	8	EA	Raise Manhole Rim Elevation	\$2,100.00	\$16,800.00
2.4	1	EA	MH Backfill Stabilization	\$5,950.00	\$5,950.00
2.5	1	LS	Site Restoration (Grassing, asphalt, etc.)	\$575.00	\$575.00
Subtotal – Alternate Scope					\$203,575.00

Total Bid **\$743,350.00**

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities in the bidding.

BASE BID IN WORDS Five hundred thirty-nine thousand seven hundred seventy-five dollars and zero cents

ALTERNATE BID IN WORDS Two hundred three thousand five hundred seventy-five dollars and zero cents

TOTAL BID IN WORDS Seven hundred forty-three thousand three hundred fifty dollars and zero cents



AGENDA

Planning and Public Works Committee Meeting
Friday, April 16, 2021 at 11:30 am
Anderson Historic Courthouse
2nd Floor Conference Room
101 South Main Street, Anderson, South Carolina 29622
Honorable 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.

1. Call to Order: Honorable M. Cindy Wilson, Chair
2. Invocation and Pledge:
3. Discussion
 - a. Conservation Subdivision
 - b. Cat Ordinance
4. Citizens Comments
5. Adjournment

Committee Members
Honorable M. Cindy Wilson, Chair
Honorable Jimmy Davis
Honorable Brett Sanders

Tommy Dunn
Chairman, District 5

John Wright, Jr.
Council District 1

Ray Graham
Council District 3

Cindy Wilson
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

Brett Sanders
V, Chairman, District 4

Vacant
Council District 2

Jimmy Davis
Council District 6

Lacey Croegaert
Clerk to Council

Rusty Burns | County Administrator
r.burns@andersoncountysc.org

RECREATION FUND APPROPRIATIONS
APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

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: CRESCENT HIGH SCHOOL ANGLERS
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): \$1200
3. The purpose for which the funds are being requested: TRAVEL EXPENSES FOR TEAMS GOING TO LAY LAKE IN ALABAMA
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: Tony Kay
Mailing Address: 1006 Trotter Rd Anderson, SC 29626
Phone Number: 864-314-0878
Email: chsanglers@gmail.com
6. Statement as to whether the entity will be providing matching funds: possibly

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

Tony Kay
Print Name

4-13-21
Date

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Crescent High School Anglers

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1006 Trotter Road

6 City, state, and ZIP code
Anderson, SC 29626

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

46 - 2358566

or

Employer identification number

46 - 2358566

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► **J. Lisa Kay** Date ► **5-28-2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**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:
City of Belton
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$5,000.00.**
3. The purpose for which the funds are being requested:
These funds will be used for some major repairs for the Belton Farmers Market. We are replacing 3 sets of doors because of vandalism. New electrical lights and ceiling fans installed. Replacing rotted wood.
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. **N/A**
5. Contact Person: Alan Sims
Mailing Address: PO Box 828 Belton, SC 29627
Phone Number: 864-338-7773 Ext-100
Email: alansims@cityofbeltonsc.com
6. Statement as to whether the entity will be providing matching funds:
Yes, bills will be provided 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.

	<u>Alan Sims</u>	<u>04/11/2021</u>
Signature	Print Name	Date

RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:
DISTRICT: 1, 2, 3, 4, 5, 6, and 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: **Safe Harbor, Inc.**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): **\$500 from each district**

The purpose for which the funds are being requested: **Safe Harbor serves the Anderson community through emergency shelter, counseling, and other resources for victims of domestic violence and their children. Our prevention program, the Relationship Education Project, reaches teenagers in Anderson middle and high schools teaching healthy relationship skills. Our state consistently ranks in the top 5 for the number of women killed by men, and children are present in the majority of reported incidents of domestic violence - support for these services is crucial.**

Safe Harbor's Diva Regatta is being held on May 1st in Anderson at the Western Carolina Sailing Club to raise funds in support of our services, so that we can continue to offer lifesaving refuge for victims of domestic violence and their children in Anderson County.

We would be honored to have the support of County Council behind us as we work to raise funds and increase awareness of Safe Harbor and the issue of domestic violence in our community.

3. 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**

4. Contact Person: **Amanda Manly**
Mailing Address: **PO Box 174, Greenville, SC 29601**
Phone Number: **864-385-7947**
Email: **amanda.manly@safeharborsc.org**

5. 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.

<u><i>Amanda Manly</i></u>	<u>Amanda Manly</u>	<u>4/7/2021</u>
Signature	Print Name	Date

April 15, 2021

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2021

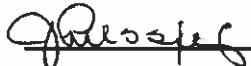
Council Meeting of:	Check Dated:	Check Number	Vendor \ Description	Amount
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	2,759.43
			Return of Appropriation from SC Upstate Equine that was not used - FY 16/17	1,000.00
8/25/2020	9/2/2020	88827	Anderson Pregnancy Care	(5,000.00)
8/25/2020	9/2/2020	88946	Proverbs Mentoring Organization	(1,000.00)
10/6/2020	10/14/2020	90366	Tiaras to Crowns (Bookbags & Supplies)	(250.00)
11/12/2020	11/18/2020	91089	Anderson Cavaliers	(500.00)
11/12/2020	11/18/2020	91093	Anderson County Library	(10,000.00)
11/12/2020	11/18/2020	91103	Anderson Five Education Foundation	(4,000.00)
11/12/2020	11/18/2020	91278	Widows Watchmen	(500.00)
11/12/2020	11/18/2020	91088	YMCA of Anderson	(3,000.00)
11/20/2020	12/2/2020	91591	Tackling the Streets	(500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(250.00)
12/15/2020	12/22/2020	92059	Anderson Interfaith Ministries (Home Repairs)	(2,000.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
2/2/2021	2/10/2021	93103	Anderson Arts Center (Rainbow Gang)	(400.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(1,250.00)

SUB-TOTAL 4,109.43

Committed:

Ending Balance 4,109.43

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: April 15, 2021

April 15, 2021

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	14,657.50
8/25/2020	8/26/2020	88807	Zone Services, The	(820.00)
10/6/2020	10/14/2020	90239	Calvary Homes for Children	(2,000.00)
10/6/2020	10/14/2020	90275	Generation 4 (Community Food Bank)	(2,000.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Food Bank)	(2,000.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/21/2020	90526	Potter's House Restoration	(2,500.00)
11/12/2020	11/18/2020	91135	City of Anderson Recreation	(1,500.00)
11/12/2020	11/18/2020	91174	Haven of Rest	(1,000.00)

SUB-TOTAL 32,587.50


Committed:

Ending Balance 32,587.50

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

Jana Pressley, Assistant Finance Manager

DATE: April 15, 2021

April 15, 2021

DISTRICT 3 - SPECIAL PROJECTS

001-5829-003-241

FY Ended June 30, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2020 - 2021	25,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	578.89
7/7/2020	7/15/2020	87579	American Legion Post #44	(2,000.00)
7/7/2020	7/15/2020	87740	Town of Starr for PRD Grant	(960.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
11/12/2020	11/18/2020	91146	Crescent Elite Shooters	(1,000.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(100.00)
12/15/2020	12/22/2020	92061	Anderson Pregnancy Care (Building Furnishings)	(3,000.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
2/16/2021	2/24/2021	93449	Belton Alliance (Belton Rail Trail)	(5,000.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(250.00)

SUB-TOTAL

17,518.89

Committed:

Ending Balance

17,518.89


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: April 15, 2021



April 15, 2021

DISTRICT 4 - SPECIAL PROJECTS

001-5829-004-241

FY Ended June 30, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	—	—	Budget 2020 - 2021	25,000.00
	—	—	From Accommodations Fee	5,000.00
			Brought Forward	18,706.99
			Return of Appropriation from SC Upstate Equine that was not used - FY 16/17	5,000.00
8/25/2020	9/2/2020	88828	Anderson Pregnancy Care	(500.00)
8/25/2020	9/2/2020	88875	Distinguished Young Women	(300.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/14/2020	90366	Tiaras to Crowns (Bookbags & Supplies)	(250.00)
11/12/2020	11/18/2020	91165	Goats 4 Goodness	(1,500.00)
11/20/2020	12/2/2020	91591	Tackling the Streets	(500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(500.00)
12/15/2020	12/22/2020	92172	Tiaras to Crowns (Winter coast and supplies)	(250.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(1,250.00)
2/2/2021	2/10/2021	93104	Anderson Arts Center (Rainbow Gang)	(400.00)
3/2/2021	3/10/2021	93914	SC Upstate Equine Council	(2,000.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(250.00)
4/6/2021			Piedmont Historical Preservation Society	(2,500.00)

SUB-TOTAL

42,756.99

Committed:

Ending Balance

42,756.99

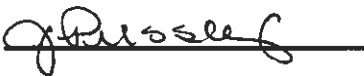
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE:

Jana Pressley, Assistant Finance Manager

DATE: April 15, 2021



April 15, 2021

DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	8,390.05
8/25/2020	9/2/2020	88829	Anderson Pregnancy Care	(500.00)
8/25/2020	9/2/2020	88874	Distinguished Young Women	(300.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/14/2020	90366	Tiaras to Crowns (Bookbags & Supplies)	(250.00)
11/12/2020	11/18/2020	91089	Anderson Cavaliers	(500.00)
11/20/2020	12/2/2020	91591	Tackling the Streets	(500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(150.00)
12/15/2020	12/17/2020	JE 9076	PARD Match Wellington Park (Basketball Court)	(2,500.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
2/2/2021	2/10/2021	93105	Anderson Arts Center (Rainbow Gang)	(400.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(250.00)

SUB-TOTAL 31,790.05

Committed:

Ending Balance 31,790.05

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: April 15, 2021



April 15, 2021

DISTRICT 6 - SPECIAL PROJECTS

001-5829-006-241

FY Ended June 30, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	9,194.45
8/26/2020	9/2/2020	88856	CESA Tri County	(6,000.00)
8/25/2020	9/2/2020	88873	Distinguished Young Women	(300.00)
8/26/2020	9/2/2020	88942	PLAY (Powdersville League of Athletic Youth)	(5,000.00)
10/6/2020	10/14/2020	90360	South Main Chapel and Mercy Center (Resource Guide)	(250.00)
10/6/2020	10/14/2020	90389	YMCA of Powdersville (mentor Program)	(2,500.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(100.00)
12/15/2020	12/17/2020	JE 9076	PARD Match Hurricane Springs Park (Park Improvements)	(5,000.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(500.00)
3/2/2021	3/8/2021	JE 9103	Saluda River Rally	(2,500.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(250.00)
4/6/2021	4/14/2021	94856	Piedmont Historical Preservation Society	(2,500.00)

SUB-TOTAL

14,294.45

Committed:

Ending Balance

14,294.45

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: April 15, 2021



April 15, 2021

DISTRICT 7 - SPECIAL PROJECTS

001-5829-007-241

FY Ended June 30, 2021

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2020 - 2021	25,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	50.00
11/12/2020	11/18/2020	91130	Cheddar Youth Center	(3,500.00)
11/20/2020	12/2/2020	91533	Honea Path Free Clinic	(1,000.00)
11/20/2020	12/2/2020	91548	Mill Town Players	(1,300.00)
11/20/2020	12/2/2020	91594	Town of Pelzer	(1,000.00)
12/15/2020	12/16/2020	91839	Anchored in His Grace Ministry (Assist in feeding the homeless)	(100.00)
12/15/2020	12/22/2020	92175	Town of Pelzer (Assist with Mural)	(200.00)
1/19/2021	1/20/2021	92728	Palmetto Knights (Battle of Nations)	(500.00)
1/19/2021	1/20/2021	92783	Vets Helping Vets of Anderson (to purchase a storage container)	(250.00)
3/2/2021	3/8/2021	JE 9103	Saluda River Rally	(2,500.00)
3/2/2021	3/5/2021	93941	Town of Williamston (Recreation for Youth)	(5,000.00)
3/16/2021	3/24/2021	94352	Town of Honea Path	(5,000.00)
3/16/2021	3/24/2021	94355	Town of Pelzer	(1,000.00)
3/16/2021	3/24/2021	94354	Town of West Pelzer	(3,500.00)
3/2/2021	3/3/2021	94448	Fellowship of Christian Athletes (FCA)	(250.00)

SUB-TOTAL

4,950.00

Committed:

Ending Balance

4,950.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Lacey Croegaert, Clerk to Council

DATE:

Jana Pressley, Assistant Finance Manager

DATE: April 15, 2021



Prepared by: Amy Merritt
Date: 4-2-2021

Date 4/15/21

Total Spent to Date	Completion Date
\$1,600.00	04/30/19.
\$18,345.05	
\$5,005.20	
\$11,675.98	
\$21,595.27	
\$0.00	
\$23,186.55	
\$315,000.00	Transfer completed
\$2,224,750.68	
\$2,621,130.73	

Total Spent to Date	Completion Date
\$81,449.14	01/00/00
\$19,346.79	01/00/00
\$0.00	01/00/00
\$52,205.60	01/00/00
\$81,550.68	01/00/00
\$43,967.21	01/00/00
\$23,596.28	01/00/00
\$164,979.09	01/00/00
\$137,189.01	01/00/00
\$69,591.91	01/00/00
\$20,651.79	01/00/00
\$23,667.65	01/00/00
\$29,644.68	01/00/00
\$142,805.44	01/00/00
\$138,688.64	01/00/00
\$237,157.95	01/00/00
\$186,397.08	01/00/00
\$175,614.78	01/00/00
\$12,895.20	01/00/00
\$365,788.33	01/00/00
\$210,052.25	

FDP = Full-Depth Patching; FDR = Full-Depth Reclamation; ST = Single-Treatment; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Through March 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$65,290.00
Committed	\$65,290.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Approval Date	Project	Projects/Towns-Cities/Other		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$119,000.00	\$56,306.16	Incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$6,500.00	\$3,903.03	Incomplete
Totals:			\$125,500.00	\$60,209.19	

District I Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies now in account 000					
Totals:			\$0.00	\$0.00	

Amy Merrill
April 2, 2021

11/5/21

Through March 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Cities&Towns/Other		
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date
	City of Anderson	Grading/Drainage		\$0.00
Totals:			\$0.00	\$0.00

		District 2 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	All monies moved to account 000				
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of March 31st, 2021

Prepared By: Amy Merritt Roads & Bridges

Roads & Bridges
Date

Amy Merrill

April 2, 2021

Certified by: Neil Carney

Neil Carney

Date _____

Almuc
2/15/21

Through March 31st, 2021

FY 18-19 Budget includes Carryforward from FY 17-18 Budget	\$42,690.00
Committed	\$22,690.00
AVAILABLE	\$20,000.00

FDP = Full Depth Patching, **FDR** = Full Depth Reclamation, **ST** = Single Treat, **FS** = Fog Seal, **Pave** = Resurface with Asphalt, **CS** = Crack Seal

[illegible]

		District 3 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
6/4/2019	Ebenezer Fire Dept	Paving	\$11,300.00	\$11,300.00	12/4/2019
6/4/2019	Starr Fire Dept	Paving	\$8,700.00		
Totals:			\$20,000.00	\$11,300.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of March 31st, 2021

Prepared By: Amy Merritt

Roads and Bridges

Amy Merrill

April 2, 2021

Certified By: Neil Carney

Neil Carney

Date _____

APMC
2/15/21

Through March 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

[illegible]

		District 4 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00		\$0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of March 31st, 2021

Prepared By: Amy Merritt

Roads & Bridges

Amy Merrill

April 2, 2021

Certified By: Neil Carney

Neil Carney

Date _____

10/15/21

Through March 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

Approval Date	Project	Projects/Towns&Cities/Other		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
Totals:			\$0.00	\$0.00	

		District 5 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00		\$0.00

Amy Merrill
April 2, 2021

Alone

Through March 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching, **FDR** = Full Depth Reclamation, **ST** = Single Treat, **FS** = Fog Seal, **Pave** = Resurface with Asphalt, **CS** = Crack Seal

Approval Date	Project	Projects/Towns&Cities/Other		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
Totals:			\$0.00	\$0.00	

		District 6 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals			\$0.00	\$0.00	

Amy Merrill
April 2, 2021

✓ W.C. 2/15/21

District 7 Paving Report

Through March 31st, 2021

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$47,665.07
Committed	\$47,665.07
AVAILABLE	\$0.00

FDP = Full Depth Patching; FDR = Full Depth Reclamation, ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Honea Path	Grading/drainage	\$48,000.00	\$48,000.00	3/21/2017
10/19/2016	Town of Honea Path	Grading/drainage	\$48,000.00	\$25,627.46	incomplete
11/18/2014	Town of Pelzer	Grading/drainage	\$5,000.00	\$2,812.55	incomplete
7/7/2015	Town of Pelzer	Grading/drainage	\$2,500.00	\$0.00	incomplete
10/19/2016	Town of Pelzer	Grading/drainage	\$17,000.00	\$0.00	incomplete
	Town of West Pelzer	Grading/drainage	\$0.00	\$0.00	
10/19/2016	Town of Williamston	Grading/drainage	\$52,000.00	\$24,579.51	incomplete
Totals:			\$172,500.00	\$101,019.52	

District 7 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	All monies moved to account 000				

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of March 31st, 2021

Prepared By: Amy Merritt

Roads and Bridges

Date

Amy Merritt
April 2, 2021

Neil Carney
Date

Neil Carney
4/15/21

Council Meeting: April 20, 2021

Attached transfers have been posted to General Ledger. This is notice to council of the processed transfers.

Transfers FY 2020-2021

BUDGET TRANSFER

DIVISION: County Attorney

DEPARTMENT: County Attorney

AMOUNT:

115.00

TITLE
ACCT#

115.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Purchases from Thompson Reuter and SC Bar. Books for the office

No

No

DATE:

DATE:

3 10 21

BUDGET TRANSFER

DIVISION: Central Services

DEPARTMENT: Building & Grounds-5021

FROM:		TO:	AMOUNT:
TITLE	<u>Travel</u>	TITLE	<u>Dues & Subscriptions</u>
ACCT.#	<u>001-5021-000-279</u>	ACCT#	<u>001-5021-000-211</u>
			<u>100.00</u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u>
TITLE	<u></u>	TITLE	<u></u>
ACCT#	<u></u>	ACCT#	<u></u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u>
		Total	<u>100.00</u>

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Request transfer of funds to cover negative account balance for reoccurring annual memberships and subscriptions.

American Public Works, Business Mgmt Daily,
International Society of Arboriculture

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

[Signature]

DIVIS HEAD:

FINANCE:

[Signature]

ADMINISTRATOR:

Journal Entry #

1007

DATE:

3/1/21

DATE:

DATE:

3 2 21

DATE:

DATE:

3 10 21

BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: SENIORS

FROM:		TO:	AMOUNT:
TITLE	<u>Recreational Equipment</u>	TITLE	<u>Registration Fees</u>
ACCT.#	<u>15066002257</u>	ACCT#	<u>15066002294</u> 75.00
TITLE	<u>Food</u>	TITLE	<u>Printing</u>
ACCT.#	<u>15066002215</u>	ACCT#	<u>15066002245</u> 1,000.00
TITLE	<u></u>	TITLE	<u></u>
ACCT#	<u></u>	ACCT#	<u></u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u>
TITLE	<u></u>	TITLE	<u></u>
ACCT.#	<u></u>	ACCT#	<u></u>
		Total	1,075.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

REASON:

Need to cover SCAPA conference registration fee & finished with printing for the year

Wanting to print OverEasy Exercise support material for students

Is this transfer within your department?

(Circle One)

Y YES

Is this transfer within your division?

(Circle One)

Y NO

DEPT. HEAD: Kelly Jo Barnwell

DATE: 02/26/2021

DIVIS HEAD: [Signature]

DATE: 3/1/21

FINANCE: [Signature]

DATE: 3 2 21

ADMINISTRATOR:

DATE:

Journal Entry #

1007

DATE: 3 10 21