



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**SPECIAL PRESENTATION MEETING**  
**Tuesday, May 4, 2021 at 6:00 p.m.**  
**Anderson County Historic Courthouse**  
**101 South Main Street, Anderson, South Carolina 29624**  
**Chairman Tommy Dunn, Presiding**

**1. CALL TO ORDER**

**2. RESOLUTIONS/PROCLAMATIONS**

- a. **R2021-023** A resolution to honor and recognize the Crescent High School Wrestling Team upon winning the AA State Championship.

**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

**M. Cindy Wilson**  
Council District 7

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns**  
County Administrator

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, May 4, 2021 at 6:30 p.m.**  
**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**

Hon. Jimmy Davis

**3. APPROVAL OF MINUTES**

April 20, 2021

**4. CITIZENS COMMENTS**

Agenda Matters only

**5. BRIDGE ON SHACKLEBURG ROAD—NAMING**

Mr. Rusty Burns (allotted 5 minutes)

**6. ORDINANCE THIRD READING**

- a. **2021-014** An Ordinance authorizing the execution and delivery of an amendment to an existing fee-in-lieu of *ad valorem* taxes agreement to provide for changes to the legal description of the project for a company now identified as Anderson Solar Farm, LLC and previously known to the county as Project Tarpon; the amendment of the county's multi-county industrial park agreement with Greenville County, South Carolina; and other matters related thereto. (Project Tarpon)

**PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT**

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2021-018** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and among Anderson County, South Carolina, South City Holdings, LLC and Brett R. Baumgarten as trustee of the Baumgarten Family trust dated June 26, 2001, 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. (Project B-4)

**PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT**

Mr. Burriss Nelson (allotted 5 minutes)

- c. **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.

**PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT**

Hon. Brett Sanders (allotted 5 minutes)

- d. **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.

**PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT**

Hon. Brett Sanders (allotted 5 minutes)

- e. **2021-022**: An Ordinance to amend section 30-81, 30-82, and 30-83 of the Code of Ordinances, Anderson County, 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.

**PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT**

Hon. Brett Sanders (allotted 5 minutes)

- f. **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.

**PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT**

Mr. Burriss Nelson (allotted 5 minutes)

- g. **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.

**PUBLIC HEARING- THREE (3) MINUTE TIME LIMIT**

Mr. Burriss Nelson (allotted 5 minutes)

**7. ORDINANCE SECOND 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.

Mr. Burriss Nelson (allotted 5 minutes)

- b. **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)

**8. ORDINANCE FIRST READING:**

- a. **2021-030** An Ordinance to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2021, and ending June 30, 2022, and to make appropriations for such Anderson County budgets for county ordinary purposes and for other county purposes for which the county may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such county ordinary purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of Anderson County maturing during said fiscal year; to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2021, and ending June 30, 2022, and to make appropriations for such Anderson County budgets, for Tri-County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson county on which school taxes may be levied for such tri-county technical college purposes; to provide for the levy, assessment and collection of certain other taxes and fees; to provide for the expenditure of said taxes and other revenues coming to the county during said fiscal year; and to provide for other matters relating to Anderson County. (TITLE ONLY)
- b. **2021-031** An Ordinance to amend Section 38-353 of the Code of Ordinances, Anderson County, South Carolina so as to amend Section 38-353 (a) and add a new Section 38-353(d) regarding private road standards; and other matters related thereto

Hon. Jimmy Davis (allotted 5 minutes)

**9. RESOLUTIONS:** None

**10. BID APPROVAL**

- a. PAWS Dog Park Construction
- b. Approval of Airport engineering firm
- c. ACTC #116 Resurfacing Project

**11. REPORT FROM FINANCE COMMITTEE MEETING HELD APRIL 29, 2021**

- 3. Short-Term Rentals
- 4. Vitra 300 Law Enforcement Simulator
- 5. Transfers
- 6. Discussion of FY 21-22 Operating & Capital Budget

Hon. Brett Sanders (allotted 5 minutes)

**12. ROAD ACCEPTANCE INTO COUNTY INVENTORY**

Bronson Ridge Subdivision Phase 2  
Bronson Ridge, Greer Farm Lane, Fairfield Street

**13. APPOINTMENTS**

- a. Library Board—District 1

**14. REQUESTS BY COUNCIL**

- a. Generation 4 Covid-19 Fund Request—All Districts
- b. Anderson Jets Track Club—All Districts
- c. Starr Athletic Association—District 3
- d. Powdersville YMCA—District 6

**15. ADMINISTRATOR’S REPORT**

- a. Building and Codes Report
- b. 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 2021-023**

**A RESOLUTION TO RECOGNIZE AND HONOR THE 2021 CLASS 2A-1A STATE CHAMPION CRESCENT HIGH SCHOOL WRESTLING TEAM; AND OTHER MATTERS RELATED THERETO.**

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

**WHEREAS**, the 2021 Crescent High School wrestling squad entered the season on a mission to claim the its first state team championship since 2006; and,

**WHEREAS**, under the leadership of first-year head coach Austin Powell, the Crescent Tigers earned their first appearance in the state dual-meet tournament since 2016; and

**WHEREAS**, the Tigers stormed their way through the tournament's Upper State bracket, recording wins over regional rivals Chesnee and Ninety-Six to set up a confrontation with Bamberg-Ehrhardt, winners of the last three Class 2A-1A team wrestling championships; and,

**WHEREAS**, against long odds the Tigers battled their way to glory, winning the state championship by a final tally of 37-32; and,

**WHEREAS**, the Crescent Tigers were also well-represented during individual meets for championships in the various weigh classifications, having three wrestlers earning state titles with one additional second-place and four third-place finishers; and,

**WHEREAS**, individual state titles were won by Brady Adams at 106 pounds, Kade Williams at 145 pounds, and Cam Ellis at 160 pounds;

**NOW, THEREFORE, BE IT RESOLVED** that the Anderson County Council hereby congratulates the Crescent High School wrestling team and coaching staff on their outstanding team and individual accomplishments. We thank Head Coach Austin Powell for his efforts to represent our community with the pride, grit, and determination for which School District Three is known. 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 4th day of May, 2021.**

**FOR ANDERSON COUNTY**

\_\_\_\_\_  
Ray Graham  
County Council District Three

**ATTEST**

\_\_\_\_\_  
Rusty Burns  
County Administrator

\_\_\_\_\_  
Seth A. Riddley  
Assistant Clerk to Council

State of South Carolina     )  
County of           Anderson     )

ANDERSON COUNTY COUNCIL

COUNTY COUNCIL MEETING

APRIL 20, 2021

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
PHYLLIS WHITE

1 TOMMY DUNN: I'd like to call the  
2 Anderson County Council regular meeting of April 20th  
3 to order. I'd like to welcome each and every one of  
4 you here tonight. Thank you for coming to  
5 participate in your local government.

6 At this time I'd like to ask that we all rise for  
7 invocation and pledge of allegiance by Councilman Ms.  
8 Wilson.

9 CINDY WILSON: May we pray.

10 **INVOCATION AND PLEDGE OF ALLEGIANCE BY CINDY WILSON**

11 TOMMY DUNN: At this time before we  
12 go any further, a little housekeeping notice. As I  
13 told several people that called me today, item 9(b)  
14 and 9(c) will be pulled off the agenda tonight due to  
15 some misunderstandings and some things. This never  
16 was going to be voted on tonight for a water park.  
17 It was voted on to give the administrator and the  
18 staff the right to negotiate for requests for  
19 proposals about this company, about something they'll  
20 do. Just like Asbury, there will be a public  
21 hearing. If these people pursue to do this, they're  
22 going to present a plan and what they're going to do,  
23 how they're going to do it. There will be a public  
24 meeting in y'all's community probably at the Center  
25 Rock Fire Station and y'all will have plenty of  
26 notice to be there and come and talk about it then,  
27 but you'll know you're talking about because there  
28 will be plan to see what it's going to do if they're  
29 going to pursue something or do something another.  
30 But it won't be voted on tonight. (B) which is River  
31 Forks or (c) which is Weldon Island will not be voted  
32 on or discussed tonight.

33 No, sir, nothing to discuss. We've got nothing  
34 to discuss. Ma'am, we're not voting on no lease.  
35 That's what I'm telling you. Nothing is going to be  
36 voted on tonight. It's not going -- before anything  
37 is signed -- and I apologize if I get to talking too  
38 fast because I thought I explained myself. There  
39 will be a public community meeting with plenty of  
40 notice in y'all community. Probably at the Center  
41 Rock Fire Station, we'll have it there. And there be  
42 a plan presented showing what they're going to  
43 propose. And y'all will have all the input then if  
44 y'all want to. Then if it's pursued on, it will come  
45 for a council meeting to be voted on then. Nobody is  
46 pulling no wool over nobody's eyes and nobody is  
47 trying to ram nothing down nobody's throat. Okay?  
48 You've got my word on that. Promise you. That's  
49 what I told folks today. People that's known me from  
50 Anderson County knows I'm good at my word. Somebody

1 asked me today when they called, said, is that  
2 official? I said, no, that's my word. Okay?

3 Now, listen, we're out of order here the way we  
4 do things. I know this is new to y'all. This is not  
5 a question and answer period, this part of our thing.  
6 But it's not -- we're not voting on this tonight.  
7 Now, if y'all want to discuss this at the end of the  
8 meeting, if you've signed up, there's three minutes  
9 and you can talk about this at the end of our meeting  
10 if you're signed up. You're more than welcome to.  
11 Okay?

12 Ain't no point of order, but I'm going to take  
13 this question, one time. We've got to move on.

14 FEMALE: (Inaudible.)

15 TOMMY DUNN: We put it on the  
16 agenda, like I told you -- I'm sorry if y'all can't  
17 understand me. I'm not talking plain. It was put on  
18 the agenda tonight to give the staff the authority to  
19 negotiate requests for proposal for somebody to lease  
20 that property. The Corp of Engineers is giving it to  
21 us. But since -- I've had many phone calls today and  
22 people have gotten things all out of whack about a  
23 water park and we don't even know what's going to be  
24 there. So we're not going to even discuss it. So  
25 stop the rumors. Okay?

26 FEMALE: (Inaudible.)

27 TOMMY DUNN: I'm sorry. Did you not  
28 understand when I said there's going to be a public  
29 hearing? There will be a community meeting down  
30 there. They're going to present something. You will  
31 be hearing from them. That's what this is all about.  
32 Nobody is trying to -- I promise you -- I know y'all  
33 like to see black helicopters, but I'm not -- county  
34 council is not going to ram nothing down nobody's  
35 throat or do nothing in no secrecy or nothing. Okay?

36 Now, we've got to move on. Okay? Thank y'all.

37 We're going to be moving on to other business now  
38 on the council agenda.

39 At this time we're moving on to approval of the  
40 minutes of March 16, 2021. Any changes or  
41 corrections to be made to them?

42 CINDY WILSON: May I make the motion  
43 that we accept the minutes as presented?

44 TOMMY DUNN: Ms. Wilson makes a  
45 motion we accept the minutes as presented on March  
46 16th. Do we have a second? We have a second. All  
47 in favor of the motion show of hands. Opposed like  
48 sign. Show the motion carries unanimously.

49 Moving on to April 6th county council meeting of  
50 2021. Are there any changes or corrections to be



1 made to those minutes?

2 CINDY WILSON: Mr. Chairman, may I  
3 make the motion that we accept the minutes of April  
4 6th as presented?

5 TOMMY DUNN: Have a motion Ms.  
6 Wilson. Do we have a second?

7 JIMMY DAVIS: Second.

8 TOMMY DUNN: Second Mr. Davis. All  
9 in favor of the motion show of hands. All opposed  
10 like sign. Show the motion carries unanimously.

11 Moving on to item number 4, citizens comments.  
12 If you're signed up, you've got three minutes.  
13 Address the chair. And only on items that's on the  
14 agenda.

15 LEON HARMON: Mr. Chairman, first  
16 speaker is Billy Guin.

17 TOMMY DUNN: Come on up. If you  
18 would, please, just state your name and district for  
19 the record. You can talk into that mic. Right there  
20 will be fine.

21 BILLY GUIN: All right. I'm Billy  
22 Guin, Council District 7. I'm Chief of the  
23 Whitefield Volunteer Fire Department, Highway 29  
24 North, just below the Anderson Jockey Lot, nearby  
25 resident to a proposed road closure on tonight's  
26 agenda.

27 Our community was recently notified of the  
28 proposed road closure of Mitchell Road in front of  
29 Whitefield Baptist Church. And I understand a  
30 separate project is currently in the engineering  
31 phase by South Carolina DOT to relocate the  
32 intersection of Mitchell Road, Bowlan Road and Old  
33 Williamston to a new signalized intersection just  
34 below the front entrance of the Jockey Lot. From the  
35 fire department's perspective, our department has  
36 several concerns of prematurely closing Mitchell Road  
37 to prior completion of the South Carolina DOT's  
38 relocation of that intersection.

39 Our response to the church and adjacent homes  
40 will increase by almost a mile access to fire hoses  
41 from the closest hydrant to the church sanctuary and  
42 child development center will increase from five  
43 hundred feet to thirteen hundred. Beyond the  
44 thousand feet capacity capability of a single fire  
45 engine. Secondary fire hydrant across from Highway  
46 29 North in front of the Jockey Lot require a tanker  
47 shuttle as the distance to the hydrant will increase.

48 With increasing traffic on 29 North and several  
49 new subdivisions it's becoming more difficult to turn  
50 onto Highway 29 from Old Williamston Road and the

1 Jockey Lot. Many locals and residents are currently  
2 using the signalized intersection at Breazeale Road  
3 to safely turn onto Highway 29. Prematurely closing  
4 Mitchell Road would add up to about three miles  
5 commute to access a safe signalized intersection and  
6 a blind right-hand turn onto Breazeale. Drivers will  
7 likely attempt to use the church parking lot to cut  
8 through creating potential safety. There's a  
9 congregation and child development center.

10 I've discussed the issue with a church  
11 representative by phone and requested to meet with  
12 him to review their plans to permanently close  
13 Mitchell Road, but to date have been unsuccessful in  
14 scheduling a meeting or obtaining a copy of their  
15 plans. I understand the church's intention to create  
16 a safe pedestrian access between their parking lot  
17 and the church. However, there have been several  
18 accidents on 29 North in the past few years at that  
19 dangerous intersection of Highway 29 and Old  
20 Williamston in front of the Jockey Lot.

21 And the closest access to a signalized  
22 intersection will increase the danger of our  
23 motorists trying to beat the traffic on 29.

24 I request county council table tonight's  
25 resolution to close Mitchell Road until the  
26 completion of the South Carolina DOT upcoming  
27 intersection improvements at Highway 29 North  
28 intersection with Bowlan Road to ensure the safety of  
29 all involved.

30 TOMMY DUNN: Going to go out of  
31 order here. Has anybody been in touch with y'all  
32 about closing this road?

33 MALE: (Inaudible.)

34 TOMMY DUNN: Has anybody shared that  
35 with you?

36 MALE: (Inaudible.)

37 TOMMY DUNN: Got you. Appreciate  
38 it, Chief.

39 CINDY WILSON: Mr. Chairman, that is  
40 being addressed.

41 TOMMY DUNN: We'll bring that up and  
42 discuss it when it comes up on the thing here in a  
43 minute. But I just wanted to make sure about that.  
44 We do appreciate it, Chief. Anyone else? Next.

45 LEON HARMON: Mr. Chairman, next  
46 speaker is Jeanne Noorse.

47 TOMMY DUNN: Okay.

48 LEON HARMON: Next speaker is Jill  
49 O'Connor.

50 TOMMY DUNN: Okay.

1                   LEON HARMON:                   Dan O'Connor. Ed  
2   Wentzsky.  
3                   TOMMY DUNN:                   He's not here.  
4                   LEON HARMON:                   Jerry Hawkins. Lisa  
5   Norris. Bill Poovey. Terry McNeil. Ada McGee.  
6   Kelly Wood. Adrienne Corbi. Sue Vargo. Ron Lubsen.  
7   Regina Smith. Paul Kelly. Lloyd Schattyn. John  
8   Barrett. Suzanne McNabb. No one else is signed up,  
9   Mr. Dunn.  
10                  TOMMY DUNN:                   Okay. I'm going to  
11   again break protocol this one last time. You had a  
12   question a minute ago. You made a statement a minute  
13   ago about understanding -- asking about when the  
14   lease was going to be signed. Has that been  
15   answered? Do you understand it now?  
16                  FEMALE:                   (Inaudible.)  
17                  TOMMY DUNN:                   It won't be signed --  
18   it's going to be -- have a community meeting and then  
19   if it's moved forward it'll be a county council  
20   meeting, hearing and discussion and all before  
21   anything is voted on. It has to be voted on in  
22   public, will be voted on in public and discussed in  
23   public. Okay?  
24                  FEMALE:                   (Inaudible.)  
25                  TOMMY DUNN:                   It's indefinitely until  
26   it's come back and notified public. But it won't be  
27   coming back up before council until there's a  
28   community meeting out there and a plan is presented  
29   to the community and got input. Then after that, if  
30   it moves forward it will come to county council for a  
31   public meeting, hearing and all that. Okay?  
32                  FEMALE:                   (Inaudible.)  
33                  TOMMY DUNN:                   Ma'am? I'm sorry.  
34                  FEMALE:                   (Inaudible.)  
35                  TOMMY DUNN:                   I told people -- when I  
36   got a few phone calls today, I told people that  
37   called me -- because they said do I need to come to  
38   the meeting? I told them no. Okay?  
39                  CINDY WILSON:                Mr. Chairman, may I?  
40                  TOMMY DUNN:                   Yes, ma'am.  
41                  CINDY WILSON:                The copy of the lease  
42   would be made public, too, the proposed lease.  
43                  TOMMY DUNN:                   Yeah, it will be, if it  
44   goes that far. All that is public record and you'll  
45   get a copy, if it goes that far. She just said the  
46   lease, but there's no lease right now to look at.  
47   Okay? And listen here, one more last thing. Can  
48   y'all write this down, a number?  
49                  FEMALE:                   (Inaudible.)  
50                  TOMMY DUNN:                   You've got my number?

1 Okay. Make sure you call me if you've got any  
2 questions. Okay? Thank y'all.

3 Moving on to item number 5, and I apologize if I  
4 butcher anybody's name. Is it Mochak? Almost. I  
5 was closer than this fellow was. Thank y'all. Step  
6 on up and do your presentation. If you've got  
7 anything you want to give out, Mr. Burns will take  
8 it, or what not.

9 GWENDOLYN MOCHAK: Good evening. I am  
10 Gwendolyn Mochak, a resident of District 1. I asked  
11 to address county council members this evening in an  
12 effort to inform you about a critical problem that  
13 our community, Old Towne Village, is experiencing  
14 with stormwater runoff. I created a time line, which  
15 you're just receiving, which outlines my efforts to  
16 inform, discuss and resolve the serious stormwater  
17 runoff issue that I had discussed with county  
18 administrators and department managers.

19 Homeowners in Old Towne Village have been and  
20 will continue to be adversely affected if the  
21 stormwater runoff is not appropriately addressed and  
22 resolved before the proposed Edgebrook development is  
23 approved.

24 The flooding occurs when stormwater is discharged  
25 from a forty-eight-inch stormwater drain pipe, which  
26 is located under the East-West Connector. During  
27 rain storms, the tremendous volume of water outflow  
28 from this huge pipe rages like a river downhill  
29 across the proposed land to be developed onto the  
30 properties of fourteen residences in Old Towne.  
31 Townhouse number 103 has been flooded twice inside  
32 within a three-month period in 2020, last year.  
33 These picture posters photo album I have created  
34 since the first flooding at my property six days  
35 after my husband and I (not speaking into mic) last  
36 flooding that we had. The whole entire back yard up  
37 to our patio under water. These picture posters  
38 photo album and the video that you're about to see  
39 clearly show an unhealthy and extremely dangerous  
40 situation.

41 **PRESENTATION OF VIDEO**

42 GWENDOLYN MOCHAK: I believe a resolution  
43 can be achieved if county and state officials  
44 collaborate collectively together. It's imperative  
45 that this urgent situation is resolved before the  
46 Edgebrook development is approved. Thank you.

47 TOMMY DUNN: Thank you.

48 I just want to address -- this is not my  
49 district. That's Mr. Wright's district, and I know  
50 he's very concerned, too. But I went out there

1 yesterday afternoon with Mr. Harmon, or yesterday  
2 morning, I should say, rather, and walked that. I  
3 met your husband, I believe, out there. I walked  
4 from the other side of Edgebrook Road all the way  
5 back to the East-West Connector and then I turned  
6 around and drove over the East-West Connector and  
7 looked at that. And there is a problem. And I hope  
8 Mr. Harmon is looking at some things and seeing what  
9 can be addressed and be done.

10 But I just want y'all to keep this in mind and  
11 keep your eyes and ears open; okay? Because it's  
12 happening all around y'all. If the city were to  
13 annex that piece of property, we've got no say in it  
14 whatsoever, and they'll develop it. Okay? I'm not  
15 threatening you or nothing. I'm just telling you ---

16 GWENDOLYN MOCHAK: (Inaudible.)

17 TOMMY DUNN: Yeah. I'm just telling  
18 you, though, that could happen. I just want you to  
19 understand because that's a lot of times what's  
20 happening now; they can't get their way in the county  
21 so they go to the city and the city will let  
22 something another -- pass something another that  
23 really shouldn't pass. I'm just letting you know  
24 that.

25 But hopefully, Mr. Harmon, we can get a meeting  
26 with the state and get some things. But there is an  
27 issue there, no doubt about it. Okay?

28 GWENDOLYN MOCHAK: (Inaudible.)

29 TOMMY DUNN: Yep.

30 GWENDOLYN MOCHAK: (Inaudible.)

31 TOMMY DUNN: Well, you've got to  
32 keep in mind, like I said, I was out there. The  
33 retention pond is on the other side of the road. You  
34 just ain't -- well, even if it is functioning, you  
35 ain't getting -- that ain't all the water y'all are  
36 getting. Y'all are getting water on y'all's side of  
37 the water, too. That retention pond ain't doing no  
38 good for that.

39 GWENDOLYN MOCHAK: (Inaudible.)

40 TOMMY DUNN: Yes, ma'am, I  
41 understand that. But y'all are still getting water  
42 coming down on that side of the road. If you had a  
43 big pond over there, it's not going to solve y'all's  
44 whole problem. There's more of an issue than that  
45 retention pond, believe you me. There's something  
46 that can be done and hopefully we'll get -- Mr.  
47 Harmon can write those folks and we can try to get  
48 everybody in the room together. And I don't want to  
49 put him on the spot, but it is his district. Mr.  
50 Wright, do you want to say ---

1                   JOHN WRIGHT:                   Thank you, Mr.  
2   Chairman. It's an issue I was made aware of I guess  
3   as recently as a couple of weeks ago or so. I've met  
4   with a couple of property owners out there and looked  
5   at the issue. There definitely is an issue.  
6       I think another thing worth mentioning, if I  
7   could, Mr. Chairman, there's a development that's  
8   already been approved for that property. I think the  
9   way that -- the reason that it's not already  
10   happening is (inaudible). And so Chairman Dunn is  
11   completely right. We've trying to do everything we  
12   can from the county perspective to get the state to  
13   the table to see if we can solve the issue because  
14   there definitely is one, but it's not -- I would say  
15   not all the county's fault. So I think just trying  
16   to bring all the parties together to figure out what  
17   the situation is. At the end of the day, my  
18   understanding is the subdivision doesn't have a  
19   retention pond; is that right? No retention pond ---  
20           TOMMY DUNN:                   No. There is a  
21   retention pond. I've seen it. But it's on the other  
22   side. You know what I'm talking about?  
23           JOHN WRIGHT:                   With that subdivision,  
24   though?  
25           TOMMY DUNN:                   Well, I take it back.  
26   I take it back. It could be for the one beside it.  
27   But there's not one on that side those folks live on.  
28   All that is going in that swell.  
29           JOHN WRIGHT:                   (Inaudible.)  
30           GWENDOLYN MOCHAK:           (Inaudible.)  
31           JOHN WRIGHT:                   Yes, ma'am.  
32           GWENDOLYN MOCHAK:           (Inaudible.)  
33           JOHN WRIGHT:                   That's right.  
34           TOMMY DUNN:                   Like I said, there's  
35   more issues than that little pipe there.  
36           GWENDOLYN MOCHAK:           (Inaudible.)  
37           TOMMY DUNN:                   It is. And like I  
38   said, that's what -- I was out there yesterday and  
39   walked it. Mr. Harmon is getting in touch with those  
40   folks to try to set a meeting up and talk. I know  
41   y'all don't care -- y'all want your problem fixed and  
42   we want y'all's problem fixed. But the county didn't  
43   create it, but we're going to help you solve it.  
44   Okay?  
45           GWENDOLYN MOCHAK:           (Inaudible.)  
46           TOMMY DUNN:                   I understand. Like I  
47   said ---  
48           GWENDOLYN MOCHAK:           (Inaudible.)  
49           TOMMY DUNN:                   Well, like I said,  
50   we're going to see if we can't get some resolve to

1 this. Okay?

2 GWENDOLYN MOCHAK: (Inaudible.)

3 TOMMY DUNN: Yes, ma'am. Somebody  
4 -- either Mr. Wright or staff will be in touch with  
5 y'all. Okay? I'm pretty sure we've got y'all's  
6 information because y'all sent us that video. I seen  
7 that yesterday. So we will definitely -- Mr. Wright,  
8 Mr. Harmon, Mr. Burns, somebody will be getting in  
9 touch with y'all.

10 Now, let me just say this. I know y'all would  
11 like this thing fixed yesterday, and I would too.  
12 The government moves a little slow. We're going to  
13 try to speed them up. Just because you don't hear  
14 nothing in three or four days don't mean we ain't  
15 working on something. Okay? Yes, ma'am. And if we  
16 can't do nothing, we ain't going to just forget about  
17 you. We're going to tell you, we tried our best.  
18 But I think we can get something done. Okay?

19 GWENDOLYN MOCHAK: (Inaudible.)

20 TOMMY DUNN: Keep in mind, as I just  
21 said a few minutes ago. We can't stop them from  
22 moving it forward. Now, the Planning Commission can  
23 turn it down. But also, they've got the right if --  
24 and I'm not -- I don't know the answer to this. But  
25 legally if it touches the city property, real  
26 property, not sewer lines or water lines, real  
27 property, they've got the right to be annexed into  
28 the city and we've got no say whatsoever in it. And  
29 that's happened several times in Ms. Wilson's  
30 district. So that's why I mentioned earlier just be  
31 on the lookout for that. Okay?

32 Moving on, Mr. Hopkins. This is the trail  
33 project. If we would, and I know we've got a new  
34 things here because I've had a couple of calls. I  
35 even had to check on this. We need to do a little  
36 bit more. I don't want to sound like Ms. Fant, but  
37 we need to do a little bit more detail on something  
38 besides just say trail project. Because that could  
39 be a lot of different things. I know this is from  
40 the hospital, new hospital, going out toward the  
41 Civic Center. But everybody don't know that. And I  
42 had to call and reaffirm with Mr. Burns. And you  
43 know how he is on the weekend. He gets grumpy.

44 HOLT HOPKINS: Thank you, Mr.  
45 Chairman, members of council. I'm here tonight to  
46 give you an update on the East-West Parkway trail  
47 extension project where they're adding on to both  
48 ends of that trail.

49 Before we talk about the new sections, let me  
50 remind everyone about the trail that we already have.

1 Currently on the existing East-West Parkway, there is  
2 a three-mile trail on the south side of the parkway.  
3 It has rest station about every half mile along the  
4 way, with park benches, trash cans and solar lights  
5 at each of the stations. The existing park trail --  
6 parkway trail connects Clemson Boulevard down near  
7 Grady's Sporting Goods, and it goes all the way over  
8 to Highway 81 near where Ingles is, right there at  
9 Oak Hill Drive.

10 And thanks to Duke Power representative Brian  
11 White and county council, we have a nice looking park  
12 right there at Hobson and the parkway. This park  
13 allows for people using the trail to park, use the  
14 restroom, have a place to sit down in the shade, have  
15 a picnic, whatever. The little circle to the right  
16 there is an area that we have a playground planned  
17 sometime in the future.

18 On the west end this trail will pick up there  
19 near Grady's and cross the road and follow West  
20 Beltline Boulevard all the way down to Civic Center  
21 Boulevard. And then right there at the movie  
22 theater, it'll turn and come across Hembree Creek and  
23 go down Civic Center Boulevard all the way to the  
24 entrance to the Anderson Sports and Entertainment  
25 Center.

26 On the east end, which is over near AnMed or on  
27 that side, it will follow Oak Hill Drive down to  
28 Harriett Circle and then turn south and go down to  
29 McConnell Springs Road and then turn again up in the  
30 woods behind the AnMed trails. It'll actually  
31 connect to the trails around AnMed. It's come in the  
32 back side there.

33 Up there on the north end on this map, you'll see  
34 a little piece sticking out. That's the connection  
35 down to or over to Midway Elementary School. They'll  
36 be able to connect to the trail, as well, via  
37 sidewalk.

38 The SCDOT awarded the contract to Southern  
39 Concrete Construction, Incorporated, who are right  
40 here from Anderson County. That was good to see.  
41 They began work last week on the Civic Center  
42 Boulevard side at Hembree Creek. They're having to  
43 put a pedestrian bridge right there to cross that  
44 creek. They plan to complete most of the Civic  
45 Center end or the west end before moving over to the  
46 east side.

47 The contract is for a two-year completion time  
48 frame. The bulk of it should be completed sooner  
49 than that, though. It is fully funded with federal  
50 guide share money or funds and is being managed by



1 the SCDOT. Now once all the construction is done and  
2 the DOT signs off, Anderson County will be  
3 responsible for maintenance of the trail. There's  
4 roughly two miles of new trail on the east side and a  
5 little less than one mile on the Civic Center side.  
6 It will also have five additional rest stops like we  
7 have with benches and trash cans, but it won't be on  
8 the west side; it's just on the AnMed side or the  
9 east side of the new trail.

10 Here is some contact information for the SCDOT,  
11 the contractor and myself.

12 Thanks for letting me update you on this exciting  
13 project. I'll try to answer any questions if you  
14 have any.

15 TOMMY DUNN: We appreciate it, Mr.  
16 Hopkins. Anybody got any questions for Mr. Hopkins,  
17 comments?

18 CINDY WILSON: May I?

19 TOMMY DUNN: Ms. Wilson.

20 CINDY WILSON: Just a few comments.

21 One is that we had this thought to do this about  
22 twenty years ago, so it's really nice to see it come  
23 to fruition.

24 Another thought is that if the city annexes it  
25 in, they'll be responsible for maintenance.

26 HOLT HOPKINS: Yes.

27 CINDY WILSON: And thirdly, it would  
28 be remiss of us if we didn't acknowledge that  
29 previous District 1 representative, Mr. Francis  
30 Crowder, worked real hard to get some funding  
31 together and get it jump started and all. But it's  
32 so good to see it come about. Thank you.

33 TOMMY DUNN: Thank you. Anyone  
34 else? I think it'll be a big asset to the county.  
35 Looking for to it. Thank you, Mr. Hopkins, for all  
36 y'all's work on it.

37 BRETT SANDERS: Mr. Chairman?

38 TOMMY DUNN: Mr. Sanders.

39 BRETT SANDERS: Yes, sir. Before we  
40 proceed on the agenda, I noticed that Mr. Garrison is  
41 back here. I don't know that all our council members  
42 have met him yet. He's out Airport Manager. Mr.  
43 Brett Garrison.

44 TOMMY DUNN: Stand up, Mr. Garrison.  
45 Want to say you're doing an outstanding job, a lot of  
46 good things. Appreciate it and keep it up. If we  
47 can do anything for the airport, bring it to our  
48 attention, let us know. We appreciate the job y'all  
49 are doing out there. Okay? Thank you.

50 BRETT SANDERS: Thank you, sir.

1 TOMMY DUNN: Thank you, Mr. Sanders,  
2 for bringing that to our attention.

3 We're going to move on to item number 7(a), third  
4 reading, 2021-015: An ordinance authorizing the  
5 execution and delivery of a Fee in Lieu of Tax  
6 Agreement and an Infrastructure Finance Agreement by  
7 and between Anderson County, South Carolina and E & I  
8 Engineering USA Corporation (The "Company") with  
9 respect to certain Economic Development property in  
10 the County whereby such property will be subject to  
11 certain payments in Lieu of Taxes, and the Company  
12 will receive certain infrastructure Credits in  
13 respect of investment in related Infrastructure.  
14 This one is called Project Switch.

15 This will be a public hearing. Anyone wishing to  
16 speak to this matter, please step forward, state your  
17 name, district and address the chair, please. Anyone  
18 at all? Anyone? Seeing and hearing none, the public  
19 hearing will be closed. Do we have a motion to put  
20 this on the floor?

21 BRETT SANDERS: So moved.

22 TOMMY DUNN: Motion Mr. Sanders;  
23 second Ms. Wilson. Now discussion. Mr. Burriss, you  
24 got anything you'd like to say. I've heard a lot of  
25 good things about this and seen the jobs it's  
26 creating, and we really do appreciate that and  
27 appreciate that company coming here. Remember when  
28 they come here a few years ago. And they're really  
29 setting the bar and moving forward a lot quicker than  
30 what they anticipated.

31 BURRISS NELSON: Yes, sir, they've  
32 moved right along. They're up a little over seven  
33 hundred jobs or six hundred jobs out there now. And  
34 this -- including this two hundred that they're  
35 adding here. It's been a great project. Great pay.  
36 Over twenty dollars an hour, about what the county's  
37 average is right now. And they have the potential  
38 for additional growth. Thank you for your support.  
39 This has been a fabulous project.

40 TOMMY DUNN: Correct me if I'm  
41 wrong, Mr. Nelson. They moved into an existing  
42 building?

43 BURRISS NELSON: They did.

44 TOMMY DUNN: We had an empty  
45 building they moved in and ---

46 BURRISS NELSON: Went in the old  
47 Supreme Sheet building and that was fifty thousand  
48 square feet and they've added a hundred thousand and  
49 now they've added another hundred thousand. And  
50 they're talking about building another building. I

1 don't know where they're going to park cars. They're  
2 running out of land.

3 TOMMY DUNN: That's great.

4 BURRISS NELSON: Thank you, sir.

5 TOMMY DUNN: Any more  
6 discussion? All in favor of the motion show of  
7 hands. All opposed like sign. Show the motion  
8 carries unanimously.

9 Moving on to item number 7(b), **2021-016**: An  
10 Ordinance to amend Section 38-331 of the Code of  
11 Ordinances, Anderson County, South Carolina so as to  
12 add a new subsection (g) to address the period of  
13 time of final plat approval for completion of  
14 improvements.

15 I don't want to put you on the spot, Mr. Harmon,  
16 before we go into a public hearing, would you just  
17 highlight that just for a second if anybody wants to  
18 talk about it so they know what we're talking about.

19 LEON HARMON: Mr. Chairman and  
20 members of council, this has to do with Chapter 38,  
21 Section 331 of the Code. What this ordinance does is  
22 any improvements shown on a preliminary plat must be  
23 completed within twelve months of the time the plat  
24 is approved and filed. The subdivision administrator  
25 will have authority to grant up to two six-month  
26 extensions if circumstances warrant that. And then  
27 if improvements are not completed within the twelve-  
28 month time frame and any granted extensions, the  
29 preliminary plat approval would be revoked. In other  
30 words, if no work had begun on the project.

31 TOMMY DUNN: This is to keep  
32 somebody from land banking it. Now we'll go into  
33 public hearing. Anyone wishing to speak to this  
34 matter, please step forward and state your name and  
35 district and address the chair, please. Anyone at  
36 all? Seeing and hearing none, the public hearing  
37 will be closed. Do we have a motion to move this  
38 forward?

39 BRETT SANDERS: So moved.

40 JIMMY DAVIS: Second.

41 TOMMY DUNN: Motion Mr. Sanders

42 and second by Ms. Wilson. Now discussion.

43 JIMMY DAVIS: Mr. Chair?

44 TOMMY DUNN: Mr. Davis.

45 JIMMY DAVIS: Just a couple of  
46 questions to clarify. Is this for all of Anderson  
47 County or is it just unzoned areas?

48 TOMMY DUNN: This is for all of  
49 Anderson County.

50 JIMMY DAVIS: I just want to make

1       sure.  
2               TOMMY DUNN:                       Isn't that correct,  
3       Mr. Harmon?  
4               LEON HARMON:                      Yes. This would  
5       apply anywhere a preliminary plat is being approved.  
6               TOMMY DUNN:                      Yeah.  
7               JIMMY DAVIS:                      And our Subdivision  
8       Coordinator has the authority to either extend it or  
9       not?  
10              LEON HARMON:                      Correct.  
11              TOMMY DUNN:                      But if it meets  
12       certain benchmarks -- this is something for us to  
13       think about because we've not -- Mr. Harmon, before  
14       we have third final thing or what not -- this is  
15       third reading, though, ain't it?  
16              JIMMY DAVIS:                      Yeah.  
17              TOMMY DUNN:                      I'm just wondering  
18       if we need -- is there any need -- I'm asking now --  
19       is there any need to where they can appeal it if they  
20       don't like it and come to council?  
21              LEON HARMON:                      I don't think there  
22       ---  
23              TOMMY DUNN:                      Let's just say if  
24       the Director of Subdivisions don't say -- they're  
25       asking for an extension. They say no you don't meet  
26       these things. That's a lot -- somebody, in my  
27       opinion, ought to always have a right for appeal or  
28       something, go somewhere else besides just one single  
29       person saying no.  
30              BRETT SANDERS:                    Wouldn't that fall  
31       under the Construction Board of Appeals that we're  
32       getting ready to address now?  
33              CINDY WILSON:                    Yeah, I would think  
34       so.  
35              BRETT SANDERS:                    Yeah, I would think  
36       it would ---  
37              TOMMY DUNN:                      Well, we would have  
38       to change that because the Construction Board of  
39       Appeals is for building; not for developing.  
40              LEON HARMON:                      Yeah. This has to  
41       do with preliminary plats and the time frames in  
42       which matters would be completed.  
43              TOMMY DUNN:                      If y'all are fine  
44       with the way it is now, for whoever that director is.  
45       But I'm just saying if that person says no, which I  
46       know they can always go to the administrator and we  
47       can twist his arm. If that's good, I just want to  
48       make sure everybody is clear on that. Is everybody  
49       good?  
50              JIMMY DAVIS:                      I think, too, whose

1 ever district it is, if they got a call, they can get  
2 involved with it, as well.  
3 TOMMY DUNN: Yep.  
4 JIMMY DAVIS: I think the premise  
5 of this ordinance is really good.  
6 TOMMY DUNN: Oh, I do, too.  
7 JIMMY DAVIS: Because we want  
8 people to turn plats in and get the work done.  
9 TOMMY DUNN: Well, not just --  
10 the term I guess is banking land in a subdivision to  
11 keep somebody from getting something. If y'all are  
12 good we can ---  
13 JIMMY DAVIS: Thank you, Mr.  
14 Chair. I'm fine with it.  
15 TOMMY DUNN: Thank you. Any  
16 more discussion? No, this is not public comments.  
17 This is council now. All in favor?  
18 JOHN WRIGHT: Mr. Chairman, can  
19 we come back and amend that at a later date if we  
20 needed to to ---  
21 TOMMY DUNN: Yeah, but you do --  
22 correct me if I'm wrong -- tonight you can do it and  
23 it's done, but you can amend it in the future, but it  
24 would take three readings. Okay?  
25 JOHN WRIGHT: Right. Yes, sir.  
26 TOMMY DUNN: Everybody good?  
27 All in favor of the motion show of hands. Show the  
28 motion carries unanimously.  
29 Moving on to item -- 9(b) and (c), as I said  
30 earlier has been pulled off. And I want the record  
31 to show, too, I might have made a mistake a while ago  
32 and said that they was tabled. They ain't tabled.  
33 They're pulled off the agenda. They wasn't tabled.  
34 They're pulled off. You've got to have a motion to  
35 table something. They're pulled off the agenda.  
36 JIMMY DAVIS: Hold on. Did I  
37 miss something?  
38 TOMMY DUNN: Did I miss  
39 something?  
40 JIMMY DAVIS: Yes, sir. I think  
41 we're on 7(c).  
42 BRETT SANDERS: 2021-017.  
43 TOMMY DUNN: Which one?  
44 JIMMY DAVIS: We're on 7(c) on  
45 the back of ---  
46 LEON HARMON: 7(c).  
47 TOMMY DUNN: I ain't got nothing  
48 on there. For one time this ain't my fault. Sorry  
49 about that. I appreciate that.  
50 BRETT SANDERS: Phyllis is trying

1 to get us out of here quicker.

2 TOMMY DUNN: She's trying to  
3 make me look bad. I don't need no help with that,  
4 Phyllis. I'm sorry about that.

5 Moving on to 7(c) -- I got all turned around here.  
6 7(c), 2021-17: An Ordinance to amend Section 66-43 of  
7 the Code of Ordinances, Anderson County, South  
8 Carolina so as to add a new subsection (h) to address  
9 the time period for completion of the sewer system  
10 extension.

11 This will be a public hearing. Anyone wishing to  
12 speak to this matter, please step forward and state  
13 your name and district for the record. And this is  
14 under the same premise of the summary plat. They  
15 need a letter from the sewer company saying they're  
16 going to get sewer in so many says instead of just  
17 saying we're going to have sewer some time another.  
18 And I think that's fair enough to say if you're going  
19 to ask for lots like that that you're required to  
20 have sewer to get it in a certain amount of time.

21 So we're going into a public hearing. Anyone  
22 wishing to speak to this matter please step forward.  
23 Anyone at all? Seeing and hearing none, the public  
24 hearing will be closed. Do we have a motion to move  
25 this forward?

26 BRETT SANDERS: So moved.

27 TOMMY DUNN: Motion by Mr.  
28 Davis; second Mr. Sanders. Any discussion? Hearing  
29 none all in favor of the motion show of hands. All  
30 opposed like sign. Show the motion carries  
31 unanimously.

32 Moving to number 8(a), second readings, **2021-018:**  
33 An Ordinance authorizing the execution and delivery  
34 of a fee in lieu of tax agreement by and between  
35 Anderson county, South Carolina and [Project B4] with  
36 respect to certain economic development property in  
37 the county, whereby such property will be subject to  
38 certain payments in lieu of taxes, including the  
39 provision of certain special source credits; and  
40 other matters related thereto. Mr. Nelson.

41 BURRISS NELSON: Thank you, Mr.  
42 Chairman, members of council. This is another  
43 development project where we have a developer who is  
44 here willing to spend his own money and build a spec  
45 building, approximately two hundred and twenty  
46 thousand square feet, spend eleven thousand -- eleven  
47 million nine hundred thousand dollars of his own  
48 money in buying land and developing a spec building  
49 for either industrial or warehouse operations in  
50 Anderson County. This is a multi-county industrial

1 park -- well, it's not multi-county industrial. It's  
2 in a multi-county park. Fee in lieu of taxes  
3 agreement. Thirty years and eighty percent SSRC for  
4 years one through five to help offset the cost of  
5 infrastructure, sewer lines and water lines. And  
6 then a thirty-five percent SSRC for years five  
7 through thirty. The property taxes last year on this  
8 particular property was seventy-eight dollars.  
9 Projected for 2022 will be thirty-four thousand  
10 dollars. And over thirty years 3.9 million on the  
11 building alone without any additional investment by a  
12 manufacturer.

13 This project comes to council with a  
14 recommendation from the Economic Development staff,  
15 as well from the Economic Development Advisory Board.  
16 We appreciate your consideration. Thank you, sir.

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

19 BRETT SANDERS: So moved.

20 JIMMY DAVIS: Second.

21 TOMMY DUNN: Motion Mr. Sanders;  
22 second Mr. Davis. Any discussion?

23 JIMMY DAVIS: Mr. Chair?

24 TOMMY DUNN: Mr. Davis.

25 JIMMY DAVIS: Mr. Nelson, keep  
26 them coming like this. These are great.

27 TOMMY DUNN: That's exactly  
28 right.

29 BURRISS NELSON: Thank you. We've  
30 got some more.

31 BRETT SANDERS: Especially in  
32 District 4.

33 TOMMY DUNN: Doing all I can do  
34 up there. Anything else? All in favor of the motion  
35 show of hands. All opposed like sign. Show the  
36 motion carries unanimously.

37 Moving on to 8(b), **2021-020**: An Ordinance to amend  
38 Section 2-632 of the Code of Ordinances, Anderson  
39 County, South Carolina so as to establish the  
40 membership, meeting requirements, and procedure of  
41 the purchasing review panel.

42 This come before Mr. Sanders' committee, I  
43 believe. This committee, I don't believe, has met.  
44 Y'all correct me if I'm wrong, since I've been on  
45 council, and we had people that wasn't even still  
46 alive that was on this committee. We changed it to  
47 the make up because it is something that's needed to  
48 some council members be appointed and some citizens  
49 out there. This is second reading. Do we have a  
50 motion to move this forward?

1 BRETT SANDERS: So moved.  
2 TOMMY DUNN: Motion Mr. Sanders;  
3 second by Ms. Wilson. Any discussion?  
4 BRETT SANDERS: Mr. Chairman?  
5 TOMMY DUNN: Mr. Sanders.  
6 BRETT SANDERS: In looking through  
7 the administrator would now have the authority to  
8 appoint the Purchasing Director with one or more  
9 members to resolve grievances and they'll have ten  
10 days to review. Once they come to a decision, panel  
11 has thirty days following the meeting to communicate  
12 that decision and may be appealed to council if not  
13 resolved. Is that correct?  
14 LEON HARMON: That's a summary of  
15 what is here. Yes, sir, Mr. Sanders.  
16 TOMMY DUNN: I think that's a  
17 good job. Y'all good?  
18 BRETT SANDERS: Yes, sir.  
19 TOMMY DUNN: All in favor of the  
20 motion show of hands. Opposed like sign. Show the  
21 motion carries unanimously.  
22 Moving on to item number 8(c), **2021-021**: An  
23 Ordinance to amend section 10-63 of the Code of  
24 Ordinances, Anderson County, South Carolina, so as to  
25 establish the membership meeting requirements, and  
26 procedure of the construction board of adjustment and  
27 appeals; and other matter related thereto.  
28 Again, this is another committee that Mr.  
29 Sanders' committee looked at and addressed. This is  
30 another committee that hasn't met in over twelve  
31 years I've been on council, but could be very used  
32 one day. This is another make up and setting this  
33 up. Do we have a motion to move this forward?  
34 BRETT SANDERS: So moved.  
35 TOMMY DUNN: Motion Mr. Sanders;  
36 second Ms. Wilson. Now discussion.  
37 BRETT SANDERS: Mr. Chairman?  
38 TOMMY DUNN: Yes, Mr. Sanders.  
39 BRETT SANDERS: Mr. Harmon, he may  
40 can correct me, but this board will be appointed by  
41 the administrator of five members. And it'll be  
42 people with construction experience, technical code  
43 experience and professional design. And it will be a  
44 majority vote required to make a decision.  
45 LEON HARMON: That's correct.  
46 TOMMY DUNN: And I'm sorry I'm  
47 not looking at it in front of me. Is the word  
48 license in there anywhere?  
49 BRETT SANDERS: I didn't have  
50 license in my notes, but ...



1 TOMMY DUNN: Well, we've got  
2 third reading. I just think it might be something --  
3 whoever is on that board ought to be a licensed -- I  
4 mean if it's a plumbing issue there ought to be a  
5 licensed plumber on there. There's good plumbers  
6 ain't licensed, but on this it should be somebody  
7 that's got a license that knows the code.

8 LEON HARMON: Yes, sir, Mr.  
9 Chairman. It's written as -- it's presently written  
10 as design professionals, contractors or building  
11 industry representatives. But we can add the  
12 requirement of a licensed building ---

13 TOMMY DUNN: If you would and  
14 one of us will amend that next meeting if you'll  
15 stick that in there like it needs to be. I just  
16 think it needs to be -- even if it's a framing issue,  
17 ought to be somebody that's got a license and  
18 supposed to know what the code says.

19 Any more discussion?

20 CINDY WILSON: Mr. Chairman?

21 TOMMY DUNN: Ms. Wilson.

22 CINDY WILSON: This is going back  
23 to the previous one, if I may, dealing with finality.  
24 This might be the language that we might want to look  
25 at adding to the review of the extension periods for  
26 the preliminary plats. Thank you.

27 TOMMY DUNN: Okay. We'll look  
28 at it. Thank you. Anyone else? All in favor of the  
29 motion show of hands. Opposed like sign. Show the  
30 motion carries unanimously.

31 Moving on to item number 8(d), **2021-022**: An  
32 Ordinance to amend section 30-81, 30-82, and 30-83 of  
33 the Code of Ordinances, Anderson, South Carolina so  
34 as to dissolve the emergency medical services  
35 advisory committee by deleting these sections of the  
36 Code of Ordinances and reserving these sections for  
37 future use; and other matters related thereto.

38 And this is another committee, I think a  
39 committee that Mr. Sanders and other council members  
40 met and discussed. If I'm not mistaken, correct me  
41 if I'm wrong, this is just doing away with this  
42 committee altogether; not replacing it.

43 BRETT SANDERS: Sir, the way or  
44 system operates, it's not necessary. And I don't  
45 know in the future, but our EMS stuff that we've got  
46 out now, if that would change or not.

47 TOMMY DUNN: First, do we have a  
48 motion to move this forward?

49 BRETT SANDERS: So moved.

50 TOMMY DUNN: Motion Mr. Sanders.

1 RAY GRAHAM: Second.  
2 TOMMY DUNN: Second Mr. Graham.  
3 I think with the Public Safety Committee we have they  
4 can handle any issues that comes up and make a  
5 recommendation to the council, I think would be  
6 pretty good, I think. Don't you agree, Mr. Graham?

7 RAY GRAHAM: Yes.  
8 TOMMY DUNN: Anything else? All  
9 in favor of the motion show of hands. All opposed  
10 like sign. Show the motion carries unanimously.

11 I want to appreciate y'all's work on that. I  
12 think it's long overdue.

13 BRETT SANDERS: Mr. Graham and Mr.  
14 Wright.

15 TOMMY DUNN: Mr. Graham and Mr.  
16 Wright, we appreciate y'all work on that.

17 Moving forward now to number 8(e), **2021-024**: An  
18 Ordinance to approve the Ground Lease Agreement  
19 between Anderson County, South Carolina and TCTC  
20 Research Foundation, LLC for location of an asphalt  
21 research and laboratory at 1428 Pearman Dairy Road  
22 Facility owned by Anderson County; and other matters  
23 related thereto.

24 This is the TTI building, old Singer Plant  
25 building on 28 Bypass. Do we have a motion to move  
26 this forward?

27 BRETT SANDERS: So moved.

28 CINDY WILSON: Second.

29 TOMMY DUNN: Motion Mr. Sanders;  
30 second Ms. Wilson. Now, any discussion? Mr. Nelson,  
31 you got anything you want to add to this?

32 BURRISS NELSON: Nothing else, sir.  
33 It's just an agreement we have with Tri-County Tech  
34 to lease that portion of the property out there at  
35 fair market value for that research and development  
36 component that we talked about at last council  
37 meeting. Thank you, sir.

38 TOMMY DUNN: Thank you. Anyone  
39 else? All in favor of the motion show of hands. All  
40 opposed like sign. Show the motion carries  
41 unanimously.

42 Moving on to item number 8(f), **2021-025**: An  
43 Ordinance to approve a governmental real estate lease  
44 between Anderson County, South Carolina and Tri-  
45 County Technical College Enterprise Campus Authority  
46 for a portion of the building located at 1428 Pearman  
47 Dairy Road for an Enterprise Campus; and other  
48 matters related thereto.

49 This is the same building, old TTI building, old  
50 Singer Plant building. Do we have a motion to move

1 this forward?

2 BRETT SANDERS: So moved.

3 CINDY WILSON: Second.

4 TOMMY DUNN: Motion Mr. Sanders;

5 second Ms. Wilson. Now discussion. Mr. Nelson, you  
6 got anything you would like to add?

7 BURRISS NELSON: Nothing else, sir.

8 It's just a collaboration with Tri-County Tech.

9 TOMMY DUNN: Mr. Harmon, did you  
10 find that money I asked you to find?

11 LEON HARMON: Haven't found that  
12 yet, Mr. Chairman.

13 TOMMY DUNN: That's young Mr.  
14 Cooper back there. You talk to your daddy about  
15 this?

16 Any more discussion? I just want to say we  
17 appreciate our partnerships with Tri-County Tech.  
18 Anderson County has been blessed the last few years  
19 with some great economic development news and  
20 training our folks and they do a -- Tri-County Tech  
21 does an outstanding job working with us as a team in  
22 not only attracting good industries to come to  
23 Anderson County, helping us, but also training our  
24 workforce and keeping it trained up and staying up to  
25 date. We appreciate that. Anyone else? All in  
26 favor of the motion show of hands. All opposed like  
27 sign. Show the motion carries unanimously.

28 Now moving on to item number 9(a), ordinance  
29 first reading, **2021-026**: An Ordinance authorizing the  
30 execution and delivery of a fee in lieu of tax  
31 agreement by and between Anderson county, South  
32 Carolina and a company known to the county at this  
33 time as [Project Greenlight] with respect to certain  
34 economic development property in the county, whereby  
35 such property will be subject to certain payments in  
36 lieu of taxes, including the provision of certain  
37 special source credits; and other matters related  
38 thereto.

39 Do we have a motion to move this on the floor?

40 JIMMY DAVIS: So moved.

41 TOMMY DUNN: Motion Ms. Wilson;

42 second Mr. Davis. Now discussion? Mr. Nelson.

43 BURRISS NELSON: Yes, sir. Thank  
44 you, Mr. Chairman, members of council. Project  
45 Greenlight is a U.S. company that's been in business  
46 for over eighty years; established before World War  
47 II. They're bringing a logistics warehousing  
48 operation, building about an approximate fifty  
49 thousand square foot building with an investment of  
50 8.65 million with an average pay, hourly pay of

1 twenty-eight dollars and forty-six cents an hour.  
2 And that's twenty-seven jobs. With an annual payroll  
3 of 1.5 per year. So this project has a fifty percent  
4 SSRC for years one through five and is a regular six  
5 percent negotiated fee for the rest of the term, the  
6 thirty-year term. That comes to council as a  
7 recommendation from the staff, as well as the  
8 Economic Development Advisory Board.

9 TOMMY DUNN: Do we have a motion  
10 to move this forward?

11 CINDY WILSON: So moved.  
12 TOMMY DUNN: Motion Ms. Wilson.  
13 Do we have a second?

14 JIMMY DAVIS: Second.  
15 TOMMY DUNN: Second Mr. Davis.  
16 Discussion, comments, questions for Mr. Nelson?

17 CINDY WILSON: Just a comment that  
18 this is an amazing entry salary hourly rate.  
19 BURRISS NELSON: Really good jobs.  
20 TOMMY DUNN: Anyone else? All  
21 in favor of the motion show of hands. All opposed  
22 like sign. Show the motion carries unanimously.  
23 Mr. Nelson, appreciate again, you and your team,  
24 all what y'all do ---

25 BURRISS NELSON: Thank you, sir.  
26 TOMMY DUNN: --- for the  
27 citizens of Anderson County.

28 This is number 9(d), **2021-029**: An Ordinance  
29 authorizing pursuant to title 12, chapter 44 of the  
30 Code of Laws of South Carolina 1976, as amended, the  
31 execution and delivery of one or more incentive  
32 agreements, by and between Anderson County, South  
33 Carolina and Project Mullet, as sponsor, and one or  
34 more existing or to-be-formed or acquired  
35 subsidiaries, or affiliated or related entities and  
36 certain sponsor affiliates, to provide for a fee-in-  
37 lieu of ad valorem taxes incentive and certain  
38 special source revenue credits; authorizing the  
39 expansion of the boundaries of a multi county park to  
40 include the project; to enter into any other  
41 necessary agreements with the sponsor to effect the  
42 intent of this ordinance; and other related matters.

43 Do we have a motion to move this forward?

44 BRETT SANDERS: So moved.  
45 TOMMY DUNN: Motion Mr. Sanders  
46 and second Ms. Wilson. Now discussion. Mr. Nelson.  
47 BURRISS NELSON: Thank you, Mr.  
48 Chairman, members of council. This is a solar  
49 project on a six hundred and sixty-five acre tract of  
50 land. They will have sixty-eight million dollars

1     worth of solar panels on this particular property.  
2     Each solar panel will pay based on -- or each solar  
3     panel units will pay based on the kilowatt or  
4     megawatts of energy that they produce. And so  
5     they'll be producing thirty-one hundred dollars per  
6     megawatt an acre, is how they describe that, but  
7     fifty megawatts. So fifty times the thirty-one  
8     hundred is an annual property tax paid of two  
9     thousand six hundred and ninety -- well in 2020 they  
10    pay twenty-six hundred dollars. The first year the  
11    project was in place will pay a total of two hundred  
12    and sixty-five thousand dollars. Now, if you're  
13    looking that math does not compute based on thirty-  
14    one times fifty. It is -- that also includes a six  
15    hundred and sixty-five acres at a ten and a half  
16    percent assessment ratio, which makes it a  
17    manufacturing property and will add another hundred  
18    and ten thousand dollars to the property tax rolls.  
19    So that creates the two hundred and sixty-five  
20    thousand per year. And over the thirty year life of  
21    the project, that's 7.95 million dollars. Now that  
22    comes to council as a recommendation from the  
23    Economic Development Advisory Board and staff. Thank  
24    you, sir.

25           TOMMY DUNN:                           Thank you, Mr.  
26    Nelson. Any discussion, questions, comments for Mr.  
27    Nelson?

28           CINDY WILSON:                       May I, Mr.  
29    Chairman?

30           TOMMY DUNN:                           Ms. Wilson.

31           CINDY WILSON:                       Just a question for  
32    reference. But since this would be School District  
33    4, I believe, what percentage does the school  
34    district get of this particular ---

35           BURRISS NELSON:                     It would be divided  
36    up in each taxing bucket. I think that's -- I don't  
37    know what the term is.

38           CINDY WILSON:                       It's important to  
39    note that our schools get the lion's share. So we  
40    well provide for them.

41           BURRISS NELSON:                     About seventy  
42    percent of that will go to the school district.

43           TOMMY DUNN:                           Ms. Wilson has made  
44    a good point. And I don't ask y'all to do nothing  
45    that's terribly difficult. But I like the way you've  
46    been presenting these things. You do a great job.  
47    But when you say like it's going to provide two  
48    hundred thousand dollars in taxes, and that's a true  
49    statement. But could you break down and just see  
50    what is going to that school thing and we can keep

1 up. Because a lot of people when they hear this,  
2 they say, well you're getting this two hundred  
3 thousand dollars. Why is my taxes -- why can't you  
4 do this and do that right there.

5 BURRISS NELSON: Certainly.

6 TOMMY DUNN: I think it's good  
7 information and good point Ms. Wilson brought up.  
8 Anyone else?

9 JIMMY DAVIS: Mr. Chair.

10 TOMMY DUNN: Mr. Davis.

11 JIMMY DAVIS: Correct me if I'm  
12 wrong, Mr. Nelson, but the two hundred in new tax, is  
13 that all property tax?

14 BURRISS NELSON: Say that again.

15 TOMMY DUNN: He's asking is that  
16 all property tax or real estate? Is any of it  
17 equipment?

18 BURRISS NELSON: Well, it's  
19 buildings, land and equipment. Yes, sir.

20 JIMMY DAVIS: Okay. I just  
21 wanted to clarify. Thank you.

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

25 If nobody has any objections, can we take about  
26 a five, ten minute break?

27 **BREAK**

28 TOMMY DUNN: I call the council  
29 meeting back in order.

30 At this time we're going to be moving on to item  
31 number 10(a), **2021-018**: A Resolution expressing  
32 intent to cease county maintenance on and to  
33 authorize county consent to judicial abandonment and  
34 closure of a section of Mitchell Road designated as  
35 C-06-0010; and other matters related thereto.

36 Mr. Burns, you or Matt or somebody want to talk to  
37 this? Mr. Harmon?

38 CINDY WILSON: It's in my  
39 district.

40 TOMMY DUNN: Well, if you want  
41 to talk to it. Your name wasn't on here. Go ahead,  
42 Ms. Wilson.

43 CINDY WILSON: We've had a number  
44 of meetings over there. And of course, with the  
45 virus a lot of the attendance was off. But the one  
46 concern that's been expressed here tonight is that we  
47 not cease maintenance until after the state and  
48 county improvements are made. And that makes a lot  
49 of sense. I've talked with Reverend Clardy who has  
50 spearheaded the movement from the church. You've got

1 several roads. You've got Mitchell Road, Bowlan  
2 Road; those are county roads, and you've got Old  
3 Williamston and Highway 29, which are state roads.  
4 It is a mishmash and a very dangerous place. And  
5 what really jump-started this -- it's been a couple  
6 of years ago -- at the third fatality in front of the  
7 Jockey Lot, I actually called Secretary Christy Hall.  
8 She came on the phone. She was very nice. She came  
9 up that weekend and looked and jump-started this.

10 There have been meetings between the owners of the  
11 Jockey Lot and the church and some other owners  
12 there, along with SCDOT and our own DOT. And they've  
13 come up with some plans that actually were superior  
14 to what SCDOT actually first advanced. But Mr. Guin  
15 has a very strong concern that should be addressed.  
16 In seeking guidance from y'all, is it possible for us  
17 to add to this resolution that while we agree to  
18 cease maintenance on the road, on this portion of  
19 Mitchell Road, that we won't physically do that until  
20 after the improvements are made. And of course,  
21 knowing this does have to go on to circuit court, I  
22 believe, at this next point, have to go to circuit  
23 court to do the actual legal closing?

24 LEON HARMON: That's correct, Ms.  
25 Wilson. The county council cannot close a road. It  
26 takes a court order to close a road in South  
27 Carolina.

28 CINDY WILSON: So would it be  
29 appropriate for us to add some clause to this  
30 indicating that the county will cease maintenance  
31 once the improvements are made in order to take care  
32 of the problems with the ---

33 TOMMY DUNN: I personally think,  
34 Ms. Wilson, we just need to table it or drop it until  
35 they get a road to move on or get the fire department  
36 satisfied. I've never voted against closing -- for  
37 closing a road when the fire department or EMS was  
38 against it, and I won't tonight. I know the safety  
39 about roads, but it's a safety about fire  
40 departments, trucks getting there, especially when  
41 you've got a fire hydrant there on that end in  
42 talking to them.

43 CINDY WILSON: Mr. Guin was at a  
44 bit of a disadvantage. Someone else was notified  
45 about the meetings and forgot to tell them.

46 Well, may I make a motion that we table this until  
47 we get the fire department together with Whitefield?

48 RAY GRAHAM: I second.

49 TOMMY DUNN: Ms. Wilson makes a  
50 motion to table this and Mr. Graham seconds it.

1 Tabling is not a debatable motion, so all in favor of  
2 the motion show of hands. All opposed like sign.  
3 Show the motion carries unanimously.

4 Thank you, Ms. Wilson.

5 CINDY WILSON: Thank you very  
6 much.

7 TOMMY DUNN: Appreciate you,  
8 Chief. Hope that takes care of you.

9 Moving on to item number 10(b), 2021-019: A  
10 Resolution expressing intent to cease county  
11 maintenance on and to authorize county consent to  
12 judicial abandonment and closure of Hatten Road  
13 designated as C-17-0022; and other matters related  
14 thereto.

15 Who wants to take this up? Mr. Burns, Mr. ---

16 RUSTY BURNS: Mr. Chairman, we  
17 have a request. Everything has been done in order.  
18 We've had no protests.

19 BRETT SANDERS: This is District 3?

20 TOMMY DUNN: That's what the  
21 thing said; wasn't it? We have a motion on the floor  
22 to move forward with this?

23 RAY GRAHAM: I make a motion we  
24 move forward.

25 CINDY WILSON: Second.

26 JOHN WRIGHT: Second.

27 TOMMY DUNN: Mr. Graham makes a  
28 motion; Mr. Wright seconds it. Now discussion, any  
29 discussion? Seeing and hearing none, all in favor of  
30 the motion show of hands. All opposed like sign.  
31 Show the motion carries unanimously.

32 Moving on to item number 10(c), 2021-020: A  
33 resolution authorizing the execution and delivery of  
34 an inducement agreement by and between Anderson  
35 county, South Carolina and [Project Greenlight],  
36 whereby, under certain conditions, Anderson county  
37 will execute a fee in lieu of tax and special source  
38 credit agreement with respect to a project in the  
39 county whereby the project would be subject to  
40 payment of certain fees in lieu of taxes, and whereby  
41 project/company will be provided certain credits  
42 against fee payments in reimbursement of investment  
43 in related qualified infrastructure; and providing  
44 for related matters.

45 Do we have a motion to move this forward?

46 CINDY WILSON: So moved.

47 TOMMY DUNN: Motion Ms.

48 Wilson; second Mr. Wright. Mr. Nelson.

49 BURRISS NELSON: Thank you, Mr.  
50 Chairman, members of council. This is just a



1 resolution that captures all the detail of the fee  
2 agreement itself and sets it out in a singular  
3 document up front of the project. This comes to  
4 council as a recommendation from staff and from the  
5 Economic Development Advisory Board.

6 TOMMY DUNN: Thank you. Any  
7 more questions, comments for Mr. Nelson. Anything  
8 else? All in favor of the motion show of hands. All  
9 opposed like sign. Show the motion carries  
10 unanimously.

11 Moving on to number 10(d), **2021-021**: Identifying  
12 a project to satisfy the requirements of title 12,  
13 chapter 44 of the South Carolina Code, so as to allow  
14 investment expenditures incurred by a company  
15 identified by the county as Project Mullet, its  
16 affiliates and related entities, to qualify as  
17 expenditures eligible for a fee-in-lieu of taxes  
18 arrangement with Anderson County, South Carolina;  
19 committing to negotiate a fee-in-lieu of ad valorem  
20 taxes agreement.

21 Do we have a motion to move this forward?

22 BRETT SANDERS: So moved.

23 TOMMY DUNN: And that was  
24 between Anderson County and Project Mullet, including  
25 a provision of special source revenue credits and  
26 matters related thereto. I believe Mr. Sanders made  
27 the motion. Ms. Wilson seconds it. Now, Mr. Nelson.

28 BURRISS NELSON: Mr. Chairman,  
29 this is, again, just a simplification and accounting  
30 for all the details in the fee in lieu of taxes  
31 ordinance. And it just simplifies it. And this  
32 comes to council as a recommendation from staff, as  
33 well as the Economic Development Advisory Board.

34 TOMMY DUNN: Any questions,  
35 comments for Mr. Nelson? All in favor of the motion  
36 show of hands. All opposed like sign. Show the  
37 motion carries unanimously.

38 Moving on to item number (e), 10(e), **2021-022**: A  
39 Resolution to approve a partial release of indenture  
40 on property owned by KIDKO, LLC on Masters Boulevard  
41 with TMS No. 126-00-01-011; and other matters related  
42 thereto. Mr. Nelson.

43 BURRISS NELSON: Mr. Chairman,  
44 this is a little bit of an unusual situation. We  
45 have a development corporation that's trying to buy a  
46 piece of land from KIDKO Corporation. That  
47 particular property was captured in a fee agreement  
48 in the early eighties with BASF and Dow Badische.  
49 And this indenture and lien language is a leftover  
50 from that agreement from many years ago. That

1 property should never have been -- it was left out in  
2 the second sale of the property and then somehow it  
3 got put back in in the third sale of the property.  
4 So we went from BASF to Honeywell to Shaw and  
5 somewhere in the Shaw transaction it got put back in  
6 when the KIDKO group bought that particular seventy-  
7 acre tract. And it's just a holdover piece of  
8 language that should have never been there. So in  
9 the due diligence for this next project that's  
10 coming, which I expect to be a twelve to fourteen  
11 million dollar capital investment, in the sale of  
12 this land, to clear that sale of land up, we need to  
13 be able to remove or release the lien and -- what's  
14 the proper term for the indenture, Mr. Harmon? I  
15 don't know the ---

16 LEON HARMON: It's actually the  
17 agreement, the financing agreement that we commonly  
18 see today. It was done differently back when the law  
19 first came into existence. And the property had to  
20 be held in the county name and leased back to the  
21 company. And the indenture is simply the agreement  
22 for the bonding that went along with that.

23 This really is just to clear up a title issue,  
24 as Mr. Nelson has explained, on that one piece of  
25 property that never had a building on it. All the  
26 building was on the other side of Masters Boulevard  
27 where First Quality is now.

28 TOMMY DUNN: Thank you.

29 BURRISS NELSON: Thank you.

30 TOMMY DUNN: Do we have a  
31 motion? Motion Ms. Wilson. Have a second?

32 JIMMY DAVIS: Second.

33 TOMMY DUNN: Second by Mr.  
34 Davis. Now discussion, questions, comments? All in  
35 favor of the motion show of hands. Opposed like  
36 sign. Show the motion carries unanimously.

37 BURRISS NELSON: Thank you for  
38 your support so much. Thank you.

39 TOMMY DUNN: Moving on to item  
40 number 11(a), bid approval for Stonehaven sewer  
41 package. Mr. Carroll.

42 ROBERT CARROLL: Thank you, Mr.  
43 Chairman. We have before you a recommended award to  
44 Vortex Services out of Greenville. And we're  
45 recommending the base bid plus the alternate for  
46 seven hundred forty-three thousand three hundred and  
47 fifty dollars. And this does involve some state  
48 funding commerce and we have their approval to move  
49 forward with it.

50 TOMMY DUNN: Thank you. Do we

1 have a motion to move this forward?  
2 CINDY WILSON: So moved.  
3 TOMMY DUNN: Motion Ms.  
4 Wilson. Do we have a second?  
5 JOHN WRIGHT: Second.  
6 TOMMY DUNN: Second Mr.  
7 Wright. Now discussion?  
8 CINDY WILSON: Very quick  
9 question. I asked Mr. Burns earlier, do we have a  
10 continency for rock?  
11 RUSTY BURNS: This is going to  
12 involve very little rock.  
13 CINDY WILSON: Okay. Good.  
14 Thank you.  
15 TOMMY DUNN: Anyone else? All  
16 in favor of the motion show of hands. All opposed  
17 like sign. Show the motion carries unanimously.  
18 ROBERT CARROLL: Thank you, sir.  
19 TOMMY DUNN: Thank you, Mr.  
20 Carroll.  
21 At this time do we have a motion to go into  
22 executive session to discuss some contractual matters  
23 at the terminal at the airport?  
24 CINDY WILSON: So moved.  
25 TOMMY DUNN: Motion Ms.  
26 Wilson. Do we have a second?  
27 JIMMY DAVIS: Second.  
28 TOMMY DUNN: Second Mr. Davis.  
29 All in favor of the motion show of hands. All  
30 opposed like sign. Show the motion carries  
31 unanimously.  
32 **EXECUTIVE SESSION**  
33 TOMMY DUNN: ... executive  
34 session.  
35 CINDY WILSON: Mr. Chairman, may  
36 I make the motion that we come out of executive  
37 session, having a discussion of contractual matters  
38 regarding the airport terminal.  
39 TOMMY DUNN: We have a motion  
40 Ms. Wilson. Have a second?  
41 JIMMY DAVIS: Second.  
42 TOMMY DUNN: We have a second  
43 by Mr. Davis. All in favor of the motion show of  
44 hands. Opposed like sign.  
45 Just let me reiterate, we took no action back  
46 there nor out here. There's none needed. We just  
47 got some information. But I do want to say I'm  
48 looking forward to the time we can have a ribbon  
49 cutting out there at our new terminal because I think  
50 it is a show piece. It's what a lot of people are

1 going to see, the first thing, some businesses and  
2 corporations are going to see when they come into  
3 Anderson. And it is something to be very proud of.  
4 And we've got an airport manager that's doing a  
5 fantastic job and look forward to him keeping it up  
6 and keeping our airport terminal in great shape.

7 Moving on now to item number 13, report from the  
8 PPW Committee meeting, Ms. Wilson.

9 CINDY WILSON: Thank you, Mr.  
10 Chairman. We had a very interesting meeting Friday.  
11 Our committee met with an engineer who attended to  
12 offer input. We had Mr. Terry Shook representing a  
13 proposed project coming into the county, who is a  
14 noted development designer that implements all of  
15 these conservation development design type measures.  
16 And Ms. Hunter has provided us a compilation, if you  
17 will, of some of the things that we've been  
18 discussing.

19 The basic intent of a conservation subdivision  
20 ordinance in a residential subdivision way is that  
21 the dwellings are situated on the most developable  
22 portion of the site in exchange for preservation of  
23 substantial amounts of open space for recreational,  
24 environmental and ecological reasons. The purpose is  
25 to provide a method of land development that permits  
26 variation in lot sizes without an increase in the  
27 overall density of the population or the development.  
28 In other words, it's supposed to be basically  
29 neutral, density neutral.

30 The advantages are that it allows these various  
31 lot sizes so that home buyers have a choice of lot  
32 sizes and there's preservation of important  
33 characteristics of the property and it cuts down on  
34 stormwater runoff damage. It does provide an  
35 advantage for a developer in that they can cluster  
36 and therefore cut down on expense of running  
37 utilities and so forth.

38 The projects that have been done in this manner  
39 reportedly have held up over the -- with the test of  
40 time and become more and more desirable. And you  
41 have less negative reaction from adjoining  
42 landowners. There's a lot to commend this type of  
43 development and we have some measures that we want  
44 everybody to look at. And we'll try to have another  
45 meeting to really finalize or maybe more carefully  
46 define these measures before we go to an ordinance.

47 Mr. Sanders, Mr. Davis, would y'all like to add  
48 some insights to this?

49 JIMMY DAVIS: I think that  
50 covers it pretty good.

1 CINDY WILSON: Well, I'm really  
2 looking forward to this because our county is so  
3 highly desirable. We've done such a brilliant job  
4 with Mr. Burns and Mr. Nelson with the economic  
5 development. Our education is great. We've got so  
6 many good characteristics, everything from work to  
7 education to recreation. We sure don't want to kill  
8 the goose that lays the golden eggs. So these are  
9 measures that might help us, or should help us  
10 greatly in that respect.  
11 So we basically reviewed this and request that  
12 y'all review these. And we're going to hand them out  
13 around. And we'll look at having another meeting  
14 soon if y'all will look at your calendars and decide.  
15 We didn't actually finish our meeting, but we were  
16 able to have a good discussion on these issues.  
17 Thank you.  
18 TOMMY DUNN: Thank you, Ms.  
19 Wilson. Appreciate PPW's work on these matters.  
20 We're moving on now to request by council  
21 members. Mr. Davis?  
22 JIMMY DAVIS: Thank you, Mr.  
23 Chair. I just have one. Out of District 6's special  
24 appropriation fund, special project fund, five  
25 hundred dollars to Safe Harbor. I make that in the  
26 form of a motion.  
27 CINDY WILSON: Second.  
28 TOMMY DUNN: We have a motion  
29 by Mr. Davis; second by Ms. Wilson. Any discussion?  
30 All in favor of the motion show of hands. Opposed  
31 like sign. Show the motion carries unanimously.  
32 Moving on -- anything else, Mr. Davis.  
33 Mr. Sanders?  
34 BRETT SANDERS: Thank you, Mr.  
35 Chairman. I'd also like to put in the form of a  
36 motion from my special projects account the amount of  
37 five hundred dollars to Safe Harbor. Put that in the  
38 form of a motion.  
39 CINDY WILSON: Second.  
40 TOMMY DUNN: Motion Mr.  
41 Sanders; second Ms. Wilson. Any discussion? All in  
42 favor of the motion show of hands. All opposed like  
43 sign. Show the motion carries unanimously. Anything  
44 else, Mr. Sanders?  
45 BRETT SANDERS: That's all, sir.  
46 Thank you.  
47 TOMMY DUNN: Thank you.  
48 Mr. Graham.  
49 RAY GRAHAM: Thank you, Mr.  
50 Chairman. If it's okay I'll do all these together.

1 TOMMY DUNN: Yes, sir.  
2 RAY GRAHAM: I'd like to do  
3 five hundred dollars to Safe Harbor, five hundred  
4 dollars to Crescent Elite Shooters, five thousand  
5 dollars to the city of Belton, five thousand dollars  
6 to Iva Rec, five thousand dollars to Starr Rec. I've  
7 got one other thing on paving if it's ---  
8 TOMMY DUNN: Yes, sir, go  
9 ahead. This is coming out of your paving account?  
10 RAY GRAHAM: Yeah.  
11 TOMMY DUNN: Okay. Just say  
12 paving account and we'll move it on.  
13 RAY GRAHAM: On paving  
14 account, basically there was some money allotted to  
15 the town of Iva in August of 2013. I want to take  
16 two thousand dollars of that back and give that to  
17 Iva Rec. This is going towards their parking to  
18 assist in some tournaments and stuff that they hold  
19 down there on a regular basis. I bring all this in  
20 the form of a motion.  
21 TOMMY DUNN: Have a motion by  
22 Mr. Graham. Have a second? Second Ms. Wilson. Any  
23 discussion? All in favor of the motion show of  
24 hands. All opposed like sign. Show the motion  
25 carries unanimously. Anything else, Mr. Graham?  
26 RAY GRAHAM: No. Thank you,  
27 Mr. Chairman.  
28 TOMMY DUNN: Thank you.  
29 Mr. Wright.  
30 JOHN WRIGHT: Yes, sir, Mr.  
31 Chairman. I'd like to put in the form of a motion  
32 five hundred dollars from District 1's special rec  
33 fund to Safe Harbor. Put that in the form of a  
34 motion.  
35 TOMMY DUNN: Have a motion Mr.  
36 Wright. Have a second Ms. Wilson. Any discussion?  
37 All in favor of the motion show of hands. All  
38 opposed like sign. Show the motion carries  
39 unanimously. Anything else, Mr. Wright?  
40 JOHN WRIGHT: No, sir.  
41 TOMMY DUNN: Thank you.  
42 Ms. Wilson.  
43 CINDY WILSON: Thank you, Mr.  
44 Chairman. District 7's rec account would like to  
45 appropriate thirty-five hundred dollars to the  
46 Caroline Community Center. They're hoping to reopen  
47 before long. And five hundred dollars to Safe  
48 Harbor.  
49 TOMMY DUNN: We have a motion  
50 by Ms. Wilson. Have a second?

1 JIMMY DAVIS: Second.  
2 TOMMY DUNN: Second Mr. Davis.  
3 Any discussion? All in favor of the motion show of  
4 hands. All opposed like sign. Show the motion  
5 carries unanimously. Anything else, Ms. Wilson?  
6 CINDY WILSON: That's all for  
7 now. Thank you.  
8 TOMMY DUNN: Out of District  
9 5's special appropriation account, I'd like to  
10 appropriate five hundred dollars for Safe Harbor.  
11 Put that in the form of a motion.  
12 CINDY WILSON: Second.  
13 TOMMY DUNN: Second Ms.  
14 Wilson. Any discussion? All in favor of the motion  
15 show of hands. All opposed like sign. Show the  
16 motion carries unanimously.  
17 Anybody else? Anything?  
18 No appointments?  
19 Moving on now to administrator's report. Mr.  
20 Burns.  
21 RUSTY BURNS: Mr. Chairman ---  
22 TOMMY DUNN: Mr. Burns, if you  
23 would, could you just maybe a few seconds for council  
24 about the meeting you had about Viva Tire, what it's  
25 looking like?  
26 RUSTY BURNS: We had a meeting  
27 Monday on site with DHEC to get the final go-ahead on  
28 Viva Tire project. They made a couple of suggestions  
29 we incorporated into the contract. We've already  
30 awarded the bid. And so hopefully we'll get started  
31 within the next two weeks spending two million  
32 dollars to clean up the Viva Tire site.  
33 TOMMY DUNN: Want to  
34 appreciate that. That's the tire thing there on 28  
35 down there that's a mess. And want to thank Mr.  
36 Burns and his staff for the hard work fighting to get  
37 this money to help our citizens get that mess cleaned  
38 up down there.  
39 Moving on now number 16, citizens comments.  
40 When Mr. Harmon calls your name, please address the  
41 chair. You've got three minutes.  
42 LEON HARMON: Mr. Chairman,  
43 there were three citizens who indicated they wanted  
44 to talk at the end of the meeting. Jeanne Noorse.  
45 Jill O'Connor. And Dan O'Connor.  
46 TOMMY DUNN: Left the  
47 building.  
48 LEON HARMON: I didn't have any  
49 others. Those are all I heard and no one else signed  
50 up.

1 TOMMY DUNN: That's good.  
2 Thank you.  
3 Now remarks from council members. Ms. Wilson.  
4 CINDY WILSON: Thank you. Just  
5 very quickly. We are absolutely overwhelmed with  
6 building projects and development projects. I do  
7 have a concern that we have so many lots in inventory  
8 and many more coming. And if we have a downturn in  
9 the economy, which would be minimized here in  
10 Anderson County, we still will end up with a lot of  
11 unbuilt lots. I know we don't want to mess with  
12 people's property rights, but I think we do need to  
13 be aware of the development pace. And I know our  
14 Planning Department is overwhelmed, absolutely  
15 overwhelmed, with all the workload we have right now.  
16 I wonder if there's some way we could work on this a  
17 little more efficiently. So it would be nice to have  
18 some ideas. Thank you.  
19 TOMMY DUNN: Thank you.  
20 Mr. Wright?  
21 JOHN WRIGHT: No, sir, nothing  
22 at this time.  
23 TOMMY DUNN: Mr. Graham?  
24 RAY GRAHAM: Nothing at this  
25 time, Mr. Chairman.  
26 TOMMY DUNN: Thank you, Mr.  
27 Graham.  
28 Mr. Sanders?  
29 BRETT SANDERS: Nothing, sir.  
30 TOMMY DUNN: Mr. Davis?  
31 JIMMY DAVIS: Nothing, sir.  
32 TOMMY DUNN: I'd just like to  
33 say again, good to be back home. Appreciate the job  
34 Ms. White is going about Lacey. She's still under --  
35 well, she's more than under the weather. She's  
36 having some issues. Hopefully she can get  
37 straightened out soon.  
38 Appreciate Chris, also, for stepping in and  
39 helping out. I thank all the staff and all the hard  
40 work they've been doing. Meeting will be adjourned.  
41  
42 **(MEETING ADJOURNED AT APPROXIMATELY 7:46 P.M.)**



## **ORDINANCE NO. 2021-014**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO AN EXISTING FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT TO PROVIDE FOR CHANGES TO THE LEGAL DESCRIPTION OF THE PROJECT FOR A COMPANY NOW IDENTIFIED AS ANDERSON SOLAR FARM, LLC AND PREVIOUSLY KNOWN TO THE COUNTY AS PROJECT TARPON; THE AMENDMENT OF THE COUNTY'S MULTI-COUNTY INDUSTRIAL PARK AGREEMENT WITH GREENVILLE COUNTY, SOUTH CAROLINA; 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") and Title 4, Chapter 1 (the "Park Act") 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, Anderson Solar Farm, LLC (the "Sponsor") is presently a party as a sponsor to that existing Fee-in-Lieu of *Ad Valorem* Taxes Agreement, having an effective date of June 4, 2019, by and between the Sponsor and the County (the "Existing FILOT") providing for the minimum investment of \$2.7 million in qualifying expenditures on or before the end of the Investment Period (as defined in the Existing FILOT) by the Sponsor for the production and supply of electricity to the public by conversion of solar energy (the "Project") on land owned by a landlord (the "Leased Site") and further providing for an aggregate annual net FILOT payment due to the County of \$7,400 during the entire term of the Fee Agreement; and

WHEREAS, the Sponsor is reducing the size of the Leased Site in the County upon which the Project is located; and

WHEREAS, the Sponsor has proposed that the Existing FILOT be amended (the "Proposed Amendment") to capture the reduced size of the Leased Site in the form attached hereto; and

WHEREAS, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by County Council, the County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, with Greenville County (as subsequently amended, the "Park Agreement"); and

WHEREAS, pursuant to Section 3(A) of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

WHEREAS, the County amended the Park Agreement so as to enlarge the Park to include the Leased Site by the adoption of Ordinance 2019-056 on December 3, 2019; and

WHEREAS, Greenville County, South Carolina also adopted an ordinance on December 3, 2019, authorizing the amendment of the Park Agreement to include the Leased Site in the Park; and

WHEREAS, the Sponsor has proposed that the County amend the Park Agreement to reflect the reduced size of the Leased Site in the Park; and

WHEREAS, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be amended to include the reduced size of the Leased Site;

**NOW, THEREFORE,** be it ordained by County Council that:

Section 1. The form, terms and provisions of the Proposed Amendment presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Proposed Amendment was set out in this Ordinance in its entirety. The Chairman of County Council or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Proposed Amendment 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 Proposed Amendment to be delivered to the Sponsor and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Proposed Amendment 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 or the County Administrator, upon advice of counsel, such official’s execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Proposed Amendment now before this meeting.

Section 2. Exhibit B to the Park Agreement is hereby and shall be amended and revised by deleting the legal description of the Anderson Solar Farm, LLC (Project Tarpon) therein and replacing the said legal description with the revised legal description of the Leased Site located in the County as described in the Proposed Amendment and also in the Exhibit A attached hereto and incorporated herein by reference, and, pursuant to Section 3(B) of the Park Agreement, upon adoption by Greenville County of a corresponding ordinance, the Park Agreement shall be deemed amended to so include such property and Exhibit B to the Park Agreement as so revised, without further action by either county.

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 Proposed Amendment 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. All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

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.

[signature page follows]

ANDERSON COUNTY, SOUTH CAROLINA

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Tommy Dunn  
Chairman of County Council  
Anderson County, South Carolina

ATTEST:

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Seth A. Riddley  
Clerk of County Council  
Anderson County, South Carolina

READINGS:

First Reading: February 16, 2021  
Second Reading: March 2, 2021  
Third Reading: May 4, 2021  
Public Hearing: May 4, 2021

EXHIBIT A

Revision to Exhibit B to  
Agreement for the Development of a Joint County Industrial and  
Business Park dated as of December 1, 2010, as amended  
between Anderson County and Greenville County

The former legal description of “**Anderson Solar Farm, LLC (Project Tarpon)**” in Anderson County Ordinance No. 2019-056 is hereby deleted and replaced with the following:

**Anderson Solar Farm, LLC (Project Tarpon)**

BEGINNING AT A CALCULATED POINT, SAID POINT HAVING A SC GRID COORDINATE OF N: 972,188.65 AND E: 1,495,005.54, SAID POINT BEING IN THE NORTHWESTERN RIGHT-OF-WAY OF LEWIS STREET; THENCE S 89°59'26” E FOR A DISTANCE OF 1236.82 FEET TO A CALCULATED POINT; THENCE S 0°00'34” E FOR A DISTANCE OF 1007.55 FEET TO A CALCULATED POINT; THENCE S 89°31'16” W FOR A DISTANCE OF 804.17 FEET TO A CALCULATED POINT, SAID POINT BEING IN THE NORTHWESTERN RIGHT-OF-WAY OF LEWIS STREET; THENCE WITH THE AFORESAID RIGHT-OF-WAY N 34°25'56” W FOR A DISTANCE OF 331.73 FEET TO A CALCULATED POINT; THENCE FOLLOWING A CURVE TO THE RIGHT WITH A RADIUS OF 719.02 FEET AND A CHORD BEARING OF N 24°19'34” W FOR A DISTANCE OF 294.44 FEET TO A CALCULATED POINT; THENCE N 14°40'57” W FOR A DISTANCE OF 482.43 FEET TO A CALCULATED POINT; THENCE FOLLOWING A CURVE TO THE LEFT WITH A RADIUS OF 916.62 FEET AND A CHORD BEARING OF N 16°07'23” W FOR A DISTANCE OF 6.13 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 24.87 ACRES, MORE OR LESS.

TMS No. 1240001002

## **AMENDMENT TO FEE AGREEMENT**

THIS AMENDMENT TO FEE AGREEMENT (this “***Amendment***”) 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, acting by and through its County Council (the “***County Council***”) as governing body of the County, and Anderson Solar Farm, LLC, a limited liability company organized and existing under the laws of the State of South Carolina and qualified to conduct business in the State of South Carolina (the “***Sponsor***”), previously known to the County as Project Tarpon.

### **WITNESSETH:**

**WHEREAS**, the County, acting by and through its County Council, and as authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “***Act***”), entered into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement having an effective date of June 4, 2019 (the “***Fee Agreement***”) with the Sponsor, being a qualifying industry under the Act, whereby the County covenanted with the Sponsor to accept certain payments in lieu of *ad valorem* taxes (“***FILOT***”), with provision for certain special source revenue credits, with respect to investments by the Sponsor toward the installation of solar power generating facilities located at a leased site situated in Anderson County, South Carolina (the “***Project***”); and

**WHEREAS**, the Fee Agreement was approved by the County Council on June 4, 2019; and

**WHEREAS**, the Fee Agreement commits the Sponsor to a minimum of \$2.7 million in qualifying expenditures to be invested in the Project on or before the end of the Investment Period, as those terms are defined in the Fee Agreement; and

**WHEREAS**, the Fee Agreement provides for certain special source revenue credits in an amount that results in an aggregate annual net FILOT payment due to the County of \$7,400 during the entire term of the Fee Agreement; and

**WHEREAS**, the boundaries of the leased site upon which the Project is located have changed and Project will now be located on a reduced portion of the original leased site; and

**WHEREAS**, Section 12-44-40(K)(1) and (2) of the Act permits the County to amend the Fee Agreement as requested by the Sponsor; and

**WHEREAS**, Section 5.7 of the Fee Agreement provides that the County will execute such additional instruments as the Sponsor may reasonably request to effectuate the purposes of the Fee Agreement; and

**WHEREAS**, the County Council finds that granting the request of the Sponsor to so amend the Fee Agreement is in the best interest of the County and its people since it will encourage investment by the Sponsor in the Project; and

**WHEREAS**, pursuant to an Ordinance adopted on \_\_\_\_\_, 2021, the County Council authorized the County to enter into this Amendment;

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

**ONE:** The legal description in Exhibit A to the Fee Agreement is amended and restated in its entirety to read:

BEGINNING AT A CALCULATED POINT, SAID POINT HAVING A SC GRID COORDINATE OF N: 972,188.65 AND E: 1,495,005.54, SAID POINT BEING IN THE NORTHWESTERN RIGHT-OF-WAY OF LEWIS STREET; THENCE S 89°59'26" E FOR A DISTANCE OF 1236.82 FEET TO A CALCULATED POINT; THENCE S 0°00'34" E FOR A DISTANCE OF 1007.55 FEET TO A CALCULATED POINT; THENCE S 89°31'16" W FOR A DISTANCE OF 804.17 FEET TO A CALCULATED POINT, SAID POINT BEING IN THE NORTHWESTERN RIGHT-OF-WAY OF LEWIS STREET; THENCE WITH THE AFORESAID RIGHT-OF-WAY N 34°25'56" W FOR A DISTANCE OF 331.73 FEET TO A CALCULATED POINT; THENCE FOLLOWING A CURVE TO THE RIGHT WITH A RADIUS OF 719.02 FEET AND A CHORD BEARING OF N 24°19'34" W FOR A DISTANCE OF 294.44 FEET TO A CALCULATED POINT; THENCE N 14°40'57" W FOR A DISTANCE OF 482.43 FEET TO A CALCULATED POINT; THENCE FOLLOWING A CURVE TO THE LEFT WITH A RADIUS OF 916.62 FEET AND A CHORD BEARING OF N 16°07'23" W FOR A DISTANCE OF 6.13 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 24.87 ACRES, MORE OR LESS.

TMS No. 1240001002

Except as modified by this Amendment, the Sponsor and the County hereby acknowledge that the Fee Agreement remains in full force and effect.

IN WITNESS WHEREOF, the County and the Sponsor, pursuant to due authority, have duly executed this Amendment, all as of the date first above written.

[Signature blocks on following pages]

ANDERSON COUNTY, SOUTH CAROLINA

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Mr. Tommy Dunn, Chairman  
Anderson County Council

ATTEST:

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Mr. Seth A. Riddley  
Clerk of County Council  
Anderson County, South Carolina



ANDERSON SOLAR FARM, LLC

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

Its: \_\_\_\_\_

**ORDINANCE NO. 2021-018**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND AMONG ANDERSON COUNTY, SOUTH CAROLINA, SOUTH CITY HOLDINGS, LLC AND BRETT R. BAUMGARTEN AS TRUSTEE OF THE BAUMGARTEN FAMILY TRUST DATED JUNE 26, 2001, 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 April 6, 2021 an inducement resolution (the “*Inducement Resolution*”) with respect to certain proposed investment by South City Holdings, LLC, an Illinois limited liability company and Brett R. Baumgarten as Trustee of The Baumgarten Family Trust dated June 26, 2001 (collectively, 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 4<sup>th</sup> day of May, 2021.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

ATTEST:

\_\_\_\_\_  
Rusty Burns, Anderson County Administrator

\_\_\_\_\_  
Seth A. Riddley, Assistant Clerk to Anderson County Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Leon Harmon, Anderson County Attorney

First Reading: April 6, 2021  
Second Reading: April 20, 2021  
Third Reading: May 4, 2021  
Public Hearing: May 4, 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 April 6, 2021, April 20, 2021, and May 4, 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.

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Seth A. Riddley, Assistant Clerk to County Council,  
Anderson County, South Carolina

Dated: \_\_\_\_\_, 2021

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**SOUTH CITY HOLDINGS, LLC**

and

**BRETT R. BAUMGARTEN AS TRUSTEE OF  
THE BAUMGARTEN FAMILY TRUST DATED JUNE 26, 2001**

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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.

<b>Company Name:</b>	<b>South City Holdings, LLC; and Brett R. Baumgarten as Trustee of The Baumgarten Family Trust dated June 26, 2001</b>	<b>Project Name:</b>	<b>Project B4</b>
<b>Projected Investment:</b>	<b>\$11,891,627</b>		
<b>Location (street):</b>	<b>Liberty Highway</b>	<b>Tax Map Nos.:</b>	<b>092-00-06-015; 092-00-06-016</b>
<b>1. FILOT</b>			
Required Investment:	\$11,891,627		
Investment Period:	5 years	Ordinance No./Date:	<i>To be provided/ May 4, 2021</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		
<b>2. MCIP</b>			
Included in an MCIP:	To be included in Anderson/Greenville Park (2010)		
If yes, Name & Date:			
<b>3. SSRC</b>			
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.		
<b>4. Other information</b>	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 **SOUTH CITY HOLDINGS, LLC**, a limited liability company organized and existing under the laws of the State of Illinois and **BRETT R. BAUMGARTEN AS TRUSTEE OF THE BAUMGARTEN FAMILY TRUST DATED JUNE 26, 2001** (collectively, 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 May 4, 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, collectively, South City Holdings, LLC, an Illinois limited liability company and Brett R. Baumgarten as Trustee of The Baumgarten Family Trust Dated June 26, 2001, 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 29<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

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

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

#### Section 1.02    Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

## **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 (120<sup>th</sup>) day following the last day of the Standard Investment Period.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

#### Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Standard Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

#### Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

#### Section 4.05     FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

#### Section 4.06     Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the 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:

South City Holdings, LLC and Brett R. Baumgarten, as Trustee  
c/o Coastal Partners, LLC  
700 North Green Street, Suite 202  
Chicago, Illinois 60642-2456

#### 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:

\_\_\_\_\_  
Seth A. Riddley, Assistant Clerk to County Council,  
Anderson County, South Carolina

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



**SOUTH CITY HOLDINGS, LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Brett R. Baumgarten, as Trustee of  
The Baumgarten Family Trust dated June 26, 2001

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

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

ALL that certain lot, tract or parcel of land situated in Garvin Township, Anderson County, South Carolina, known as TMS 092-00-06-015, and shown as Tract Number 2 in Plat Slide 178 at Page 3 Anderson County Register of Deed, and being more fully described as follows:

Beginning at an iron pin property corner (P.O.B Parcel 1) on the westerly side of U.S. Hwy. 178, which corner is common with The Coleman Family, thence with Coleman Family N48°37'15"W 561.04 feet to a corner, thence continuing along The Coleman Family S20°23'28"W 793.28 feet, thence turning and running along A. Richey Ramseur N74°46'17"W 74.53 feet, thence along Janet Smith Arnold N74°49'11"W 395.64 feet, thence continuing along Janet Smith Arnold N55°02'37"W 1119.15 feet, thence turning and running along Rosemary W. Jones N53°55'26"E 740.63 to the center of a Branch, thence along the Branch the following calls: N78°09'40"W 53.43 feet, N45°23'21"W 61.12 feet, S74°19'17"W 24.05 feet, N56°16'08"W 181.72 feet, N35°15'39"W 44.56 feet, S28°07'51"W 20.76 feet, N58°40'58"W 87.50 feet, N24°50'07"W 24.38 feet, N88°41'16"W 38.85 feet, N77°33'32"W 45.79 feet, N85°40'40"W 70.14 feet to a point in the center of Hurricane Creek, thence along the center of Hurricane Creek the following calls: N29°04'06"E 95.85 feet, N62°19'22"E 40.47 feet, N04°08'25"E 44.37 feet, thence turning and leaving the center of Hurricane Creek and running along Glen Raven Mills S72°27'48"E 2216.01 feet to an iron pin on the westerly side of U.S. Hwy. 178, thence along the westerly side of U.S. Hwy. 178 S20°14'26"W 585.81 feet to the Point of Beginning and containing 40.49 acres (1,763,964 s.f.).

#### **TMS No. 092-00-06-015**

ALL that certain lot, tract or parcel of land situated in Garvin Township, Anderson County, South Carolina, known as TMS 092-00-06-016, recorded in Plat Book 74 at Page 47 Anderson County Register of Deeds, and being more fully described as follows:

Beginning at an iron pin property owner corner (P.O.B. Parcel 2) on the westerly side of U.S. Hwy. 178, which corner is common with B.C. McConnell, thence with B.C. McConnell N71°18'46"W 389.77 feet to a corner, thence along A. Richey Ramsuer N74°50'21"W 135.36 feet, thence turning and running along Coleman Family N20°23'28"E 793.28 feet to an iron pin, thence S48°37'15"E 561.04 feet to an iron pin on the westerly side of U.S. Hwy. 178, thence turning and running along the westerly side of U.S. Hwy. 178 S20°20'00"W 568.41 feet to the Point of Beginning and containing 8.15 acres (355,187 s.f.).

#### **TMS No. 092-00-06-016**

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 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 \_\_\_\_\_ (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:**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, District #5, Chairman

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Seth A. Riddley  
Assistant Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: April 6, 2021

2<sup>nd</sup> Reading: April 20, 2021

3<sup>rd</sup> Reading: May 4, 2021

Public Hearing: May 4, 2021

## **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, of which two (2) members shall hold licenses issued by the South Carolina Department of Labor, Licensing and Regulation in the area in issue. 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

\_\_\_\_\_  
Seth A. Riddley  
Assistant Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: April 6, 2021

2<sup>nd</sup> Reading: April 20, 2021

Reading: May 4, 2021

Public Hearing: May 4, 2021

**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 assembles 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 4<sup>th</sup> day of May, 2021.

**ATTEST:**

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Rusty Burns  
Anderson County Administrator

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Seth A. Riddley  
Assistant Clerk to Council

**FOR ANDERSON COUNTY:**

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Tommy Dunn, District #5, Chairman

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: April 6, 2021

2<sup>nd</sup> Reading: April 20, 2021

3<sup>rd</sup> Reading: May 4, 2021

Public Hearing: May 4, 2021

**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

---

Seth A. Riddley  
Assistant Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: April 6, 2021

2<sup>nd</sup> Reading: April 20, 2021

3<sup>rd</sup> Reading: May 4, 2021

Public Hearing: May 4, 2021

**FOR ANDERSON COUNTY:**

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Tommy Dunn, District #5, Chairman

[illegible]

## 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 1<sup>st</sup> 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

\_\_\_\_\_

\_\_\_\_\_

[ANDERSON COUNTY SIGNATURE PAGE]

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]

**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:**

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Rusty Burns  
Anderson County Administrator

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Seth A. Riddley  
Assistant Clerk to  
Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: April 6, 2021

2<sup>nd</sup> Reading: April 20, 2021

3<sup>rd</sup> Reading: May 4, 2021

Public Hearing: May 4, 2021

**FOR ANDERSON COUNTY:**

---

Tommy Dunn, District #5, Chairman



## **GOVERNMENTAL REAL ESTATE LEASE**

**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 10<sup>th</sup> 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>	[]
<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]	<b><u>LENDER:</u></b>  _____  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	<b>TENANT:</b> _____  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:  _____ 1st Witness  _____ 2nd Witness	<b><u>LANDLORD:</u></b> _____  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)

**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: \_\_\_\_\_  
Seth A. 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.

---

Seth A. Riddley, Clerk to Council  
Anderson County, South Carolina

Dated: \_\_\_\_\_, 20\_\_

---

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT GREENLIGHT]**

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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:	326.3	Net Present Value (if yes, discount rate):	N/A
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 29<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

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

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

#### Section 1.02    Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

#### Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 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 (120<sup>th</sup>) 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 (2<sup>nd</sup>) 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: \_\_\_\_\_

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

---

Seth A. Riddley, Clerk to Council  
Anderson County, South Carolina

APPROVED AS TO FORM:

---

Leon C. Harmon  
County Attorney

READINGS:

First reading: April 20, 2021

Second reading: May 4, 2021

Public hearing:

Third reading:

## **EXHIBIT A**

### **Property Description**

[to be provided later].

**EXHIBIT B**

**Fee Agreement**

**[ATTACHED]**

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**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 thirty-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 40<sup>th</sup> 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

**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.

**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:

WITH A COPY TO: Parker Poe Adams & Bernstein LLP  
(shall not constitute notice) ATTN: Sam Moses  
1221 Main Street, Suite 1100  
Columbia, SC 29201

PPAB 6126410v4

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

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Tommy Dunn, Chairman  
Anderson County Council

(SEAL)

ATTEST:

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Seth A. Riddley , Assistant 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]

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Name:

Title:

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

[To be provided later].

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR ANDERSON COUNTY**

**ORDINANCE NO 2021-030**

AN ORDINANCE TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX OTHER THAN FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN ANDERSON COUNTY FOR SUCH COUNTY ORDINARY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF ANDERSON COUNTY MATURING DURING SAID FISCAL YEAR; TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS, FOR TRI-COUNTY TECHNICAL COLLEGE; TO PROVIDE FOR THE LEVY OF TAXES ON ALL PERSONAL AND REAL PROPERTIES IN ANDERSON COUNTY ON WHICH SCHOOL TAXES MAY BE LEVIED FOR SUCH TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY, ASSESSMENT AND COLLECTION OF CERTAIN OTHER TAXES AND FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING TO THE COUNTY DURING SAID FISCAL YEAR; AND TO PROVIDE FOR OTHER MATTERS RELATING TO ANDERSON COUNTY.



## **Ordinance 2021-031**

### **AN ORDINANCE TO AMEND SECTION 38-353 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA SO AS TO AMEND SECTION 38-353(A) AND ADD A NEW SECTION 38-353(D) REGARDING PRIVATE ROAD STANDARDS; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, the Anderson County Council has the authority to amend the Anderson County Code of Ordinances from time to time;

**WHEREAS**, the Anderson County Council desires to allow the owners of real property located in Anderson County to subdivide property into ten or fewer lots with a minimum lot size of 2 acres through the use of a private road; and

**WHEREAS**, the Anderson County has determined that a development on private roads with ten or fewer lots of a minimum of 2 acres each will assist citizens of Anderson County to better utilize their property.

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

1. Section 38-353 (a) of the Code of Ordinances, Anderson County, South Carolina is hereby amended to read as follows:

Sec. 38-353. - Access.

(a) All lots developed in the county from the date of the adoption of this article must be situated on or have direct access by right-of-way or easement to an approved county, state maintained road, or private road built to county standards. Direct access to any new lot must be in the form of an individual right of way or easement for each lot, not less than 20 feet in width to a county road or private road built to county standards. Direct access to a state road must be in the form of an individual right of way or easement for each lot, not less than 20 feet in width. All accesses onto state roads shall be approved in writing by the SCDOT prior to plat approval by the subdivision administrator with the exception of subsection (d) below.

2. Section 38-353 of the Code of Ordinances, Anderson County, South Carolina is hereby amended to add Section 38-353 (d) to read as set forth in Exhibit A attached hereto.

3. The remaining terms and provisions of the Anderson County Code of Ordinances not revised or affected hereby remain in full force and effect.

4. 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.

5. 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.

6. 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:**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, District #5, Chairman

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Seth A. Riddley  
Assistant Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

3<sup>rd</sup> Reading:\_\_\_\_\_

Public Hearing:\_\_\_\_\_

## Exhibit A

### Section 38-353 (d). – Private Road Standards

Anderson County shall have no responsibility for nor control of the design, engineering, construction, inspection or maintenance of private driveways, drives and roads in Anderson County and shall only be involved with private driveways, drives and roads to enforce these regulations and to the extent required for the county to carry out its other duties and functions, such as approving the subdivision of property.

*Private roads.* Private roads shall provide vehicular access and road frontage to developments, or sections of developments, containing ten or fewer dwellings. All private, nondedicated roads shall be prominently indicated as such on plats prior to subdivision approval. Maintenance arrangements for such roads must be noted in writing on subdivision plat submittals and must be subsequently recorded. The development served by a private road shall have direct access onto a public road, with no private roads off another private road. No such private road shall be laid out so as to serve property outside the development. All private roads shall:

- (1) Serve a maximum of 10 lots per private road with each lot containing a minimum of 2 acres.
- (2) Have a minimum road right-of-way width of 50 feet;
- (3) Have a minimum driving surface width of 18 feet constructed of no less than six inches of compacted crushed stone or gravel base; a minimum height clearance of 13½ feet; and appropriate documentation from a professional engineer licensed by the State of South Carolina certifying the maximum weight limit of any bridge or culvert located along the drive. All bridges and any culvert over which a private drive crosses a perennial stream must include appropriate signage (located at each end of the bridge) displaying the structure's weight limits. Cul-de-sacs must have a radius of at least 50 feet;
- (4) Be maintained by an association of property owners or the developer and be designated on all plats and recorded in appropriate deed covenants and restrictions, and an appropriately executed road maintenance agreement as defined by these regulations;
- (5) Parcel boundaries may extend to the centerline of the road, with the appropriate right-of-way designated on all plats and deeds;
- (6) Be legally certified for compliance by a surveyor/engineer licensed by the State of South Carolina;
- (7) Be named in accordance with adopted E-911 addressing regulations;
- (8) Meet all stormwater management and sediment control regulations;

(9) Have installed signs that control the traffic flow in a safe manner as specified by standards in the Manual for Uniform Traffic Control Devices;

(10) Have a speed limit between 10 & 25 miles per hour, with corresponding speed limit signs;

(11) Be properly approved in writing by land development administrator prior to submission of plat(s) to the Register of Deeds for recording. The following shall be prominently printed on the plat(s):

ROAD RIGHT-OF-WAY SHOWN ON THIS PLAT SHALL BE A PRIVATE ROAD, NOT OWNED, MAINTAINED OR SUPERVISED BY ANDERSON COUNTY AND NOT CONSTRUCTED PURSUANT TO ANY PLAN FOR FUTURE ACCEPTANCE BY ANDERSON COUNTY. ROAD RIGHT-OF-WAY SHOWN UPON THE PLAT SHALL NOT BE ACCEPTED FOR MAINTENANCE BY ANDERSON COUNTY AT ANY TIME IN THE FUTURE UNLESS CONSTRUCTED IN ACCORDANCE WITH ALL ANDERSON COUNTY REGULATIONS. MAINTENANCE OF THE RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION AND IN ACCORDANCE WITH THE ROAD MAINTENANCE AGREEMENT.

(12) With the exception of the requirements put forth in this section, all private roads shall meet the requirements for all public roads as defined by this article.

(13) A road maintenance agreement draft must be approved before a "Preliminary Plat Approval" can be given to a project. The attached sample agreement should be modified to suit the particular needs of a project, such as basing the costs in paragraph 3 on acreage or front-foot dimensions instead of lots. If these provisions are incorporated into a master deed or other document containing covenants and restrictions for the subdivision, that document may be submitted in addition to a road agreement. The developer should also note that this sample agreement contains certain provisions, which are considered essential by the Planning Commission.

(14) "Final Plat Approval" is granted on the same basis as a standard subdivision with the addition of the Road Maintenance Agreement. (Exhibit 1 below)

Exhibit 1

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

ROAD MAINTENANCE AGREEMENT  
FOR \_\_\_\_\_ SUBDIVISION

WHEREAS, the undersigned, \_\_\_\_\_ is the owner and developer of the property described below, and;

WHEREAS, (the owner/developer) desires to impose restrictions and conditions for the use and maintenance of the (description of the road) to be jointly owned by any and all purchasers of the lots set forth hereinafter below.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the (the owner/developer) does hereby impose the following restrictions and conditions and covenants upon the lands described as follows:

“Legal description, to include the name of the subdivision  
and the plat book location in the Office of the Register of Deeds”

THE CONDITIONS AND RESTRICTIONS imposed on the aforesaid property are as follows:

1. The (description of the road) running through said property as shown on the aforesaid plat is for the joint use of the owners of lots (description of the lots) , their heirs, successors, and assigns, for ingress and egress to and from the respective lots and for the installation of public utilities. These owners shall be called the (subdivision name) Property Owners Association hereinafter called the Association.
2. A property owner is a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, which is the holder of a deed to a lot in (Subdivision Name) subdivision. It is the responsibility of each present and subsequent member of the Association to assist in keeping the road in a high state of maintenance and to respect the rights of the other property owners in its use. Since this road is not being engineered and constructed according to Anderson County standards, it will not be the responsibility of Anderson County to maintain this road.
3. Maintenance costs to the said roadway shall be borne in accordance with the percentage of ownership of the lots hereinabove set forth; said interest at this state being solely in the name of (the owner/developer) . Percentage shall be divided equally for each lot owned, therefore, with the property subdivided into (number) lots, the ownership of each lot represents (fraction) of the maintenance cost to be shared. The developer shall carry all the

4. responsibilities of a lot owner in proportion to the number of lots owned. There shall also be no further subdividing of lots within this subdivision.
5. The Association in January of each year shall elect a Board of Directors consisting of (number) members. This Board shall be responsible for the care and maintenance of the roadways in (Subdivision Name) subdivision, and is authorized to direct the financial matters of the property owners concerning collection of assessments and necessary expenditures of joint funds of the property owners. To carry out these duties, the Board shall elect a President, Vice-President, Secretary, and Treasurer.
6. Upon the initial sale of each lot, \_\_\_\_\_ dollars shall be set aside in escrow by the developer to be drawn upon as determined by the Board of Directors stipulated above to provide maintenance to the aforesaid roadway.
7. There shall also be an annual assessment upon each lot owner, which shall be due on July 1st of each year. Initially this assessment shall be \_\_\_\_\_ dollars per lot per year. This amount may be changed at any time by a two-thirds vote of the members of the Association. The obligation of each lot owner to pay this assessment shall be a continuing lien upon the lot, subject only to the lien on a bona fide first mortgage upon such real property held by a reputable financial institution; and said lien may be enforced by the Association in all respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina.

NOTE: For unpaved roads the escrow amount and annual assessment shall be equal to the annual maintenance cost divided by the number of lots. For paved roads the annual assessment shall be equal to the replacement cost of the roadway divided by the number of lots and also divided by 20, representing the life of the road.

NOTE: Escrowed funds are not mandatory on paved road projects, however, on unpaved roads the amount per lot shall not be less than \$100.

8. This instrument is to be recorded in the Anderson County Office of the Register of Deeds, and the undersigned, (the owner/developer), and all future owners shall cause the following statement to be placed in every contract and deed conveying lots out of this subdivision. This statement shall be signed by the grantee(s) and shall be placed immediately below the grantor's signature and shall be binding on all parties thereof. Failure of any subsequent purchaser to comply with this provision shall in no way diminish or impair the terms of this agreement and the conditions, benefits, and obligations imposed and granted thereunder.

(Witness #1 or #2 sign)



## Anderson County Purchasing Department Bid Tabulation

BID# 21-033 CONSTRUCTION OF DOG PARK

	Vendor	addend. & bond		BID / ALT. BID
1	STERLING	YES	YES	BASE \$372,576.00
2				ALT \$134,446.00
3	AOS SPECIALTY	YES	YES	BASE \$467,566.00
4				ALT \$111,197.00
5	GLENN CONSTRUCTORS			NO RESPONSE
6	HDH CONSTRUCTION			NO RESPONSE
7	BELK			NO RESPONSE
8	BELL GROUP			NO RESPONSE
9	CAPITOL CONSTRUCTION			NO RESPONSE
10	LAZER			NO RESPONSE
11	ANDREW DARBYSHIRE			NO RESPONSE
12	SACHEL CONSTRUCTION			NO RESPONSE
13	USA PLAY			NO RESPONSE
14	MASHBURN			NO RESPONSE

	Vendor	addend. & bond	BID / ALT. BID
15	MAVIN CONSTRUCTION		NO RESPONSE
16	SEEGARS FENCE		NO RESPONSE
17	GREAT SOUTHERN REC.		NO RESPONSE
18	ES INTERGRATED		NO RESPONSE
19	MILLERS CONSTRUCTION		NO RESPONSE
20	MATRIX		NO RESPONSE
21	J. DAVIS		NO RESPONSE
22	ROBERTS		NO RESPONSE
23	SUMMIT		NO RESPONSE
24	G C INC.		NO RESPONSE
25	THIRFT DEVELOPMENT		NO RESPONSE
26	CCS BUILDERS		NO RESPONSE
27	EARTH MATERIALS		NO RESPONSE
28	S AND S		NO RESPONSE

	Vendor	addend. & bond	BID / ALT. BID
29	CLEMENT ELECTRIC		NO RESPONSE
30	JUSTIN MCCLELLION		NO RESPONSE
31	MAR CONSTRUCTION		NO RESPONSE
32	BLISS PRODUCTS		NO RESPONSE
33	NE CONSTRUCTION		NO RESPONSE
34	BRANDON MCCARSON		NO RESPONSE
35	JORGE BRAVO		NO RESPONSE
36	MIKE LACOLA		NO RESPONSE
37			NO RESPONSE
38			NO RESPONSE
39			NO RESPONSE
40			NO RESPONSE
41			NO RESPONSE
42			NO RESPONSE
AWARD TO:			Sterling

**SECTION IV: Addendum A**  
**BASE BID FORM**  
**Construction of Dog Park at Anderson County P.A.W.S.**

Name of Party submitting the Bid: Sterling Structure and Design, 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: Construction of Dog Park at Anderson County P.A.W.S.**

**Bid No.: 21-033**

<u>QTY</u>	<u>U/M</u>	<u>Description</u>	<u>Cost</u>
------------	------------	--------------------	-------------

**Base Bid:**

1	L/S	Construction of Dog Park : Per Scope of Work/Drawings
---	-----	--

\$ 372,576.00

**Alternate Bid:**

1	L/S	Addition of Second Paw : Per Scope of Work/Drawings
---	-----	--

\$ 134,446.00



# MEMORANDUM

ANDERSON COUNTY

**ADMINISTRATOR'S OFFICE**

**DATE:** APRIL 29, 2021

**TO:** **ROBERT CARROLL**  
Assistant County Administrator, Central Services

**FROM:** **STEVE NEWTON**  
Governmental Affairs

**SUBJECT:** **RECOMMENDATION OF AIRPORT ENGINEERING FIRM**  
Requesting Council endorsement/approval of selection

Staff is prepared to recommend approval by County Council of **Holt Consulting Company, LLC** as the engineering firm of record for upcoming capital improvement projects at Anderson Regional Airport.

A public solicitation for qualified firms was conducted through an RFQ process. Those responding to the RFQ were ranked by the selection committee, with the two highest-scoring firms being then invited to submit an RFP covering the following projects on KAND's FAA-approved capital improvement plan:

- Taxiway A Rehabilitation (East) - Design, Permit, Bid
- Taxiway A Rehabilitation (East) – Construction
- Taxiway A Rehabilitation (West) - Design, Permit, Bid
- Taxiway A Rehabilitation (West) – Construction

Based on the scoring of RFQ and RFP documents submitted by qualified firms, staff recommends approval of **Holt Consulting Company, LLC**. The second-ranked firm was WK Dickson. Other firms that participated in the solicitation were GMC, Michael Baker International, and Parrish & Partners.

The selection committee consisted of myself, Airport Manager Brett Garrison, and Special Projects Manager Judy Shelato.

With Council approval, staff will proceed with execution of a master agreement with the recommended firm. Please note that fees charged by the firm are subject to approval by FAA using an Independent Fee Evaluation (IFE) process that must be conducted for each of the four FAA funding-eligible projects listed above.

**Tommy Dunn**  
Chairman, District 5

**John Wright, Jr.**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**Brett Sanders**  
V. Chairman, District 4

**Vacant**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA  
**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

# Anderson County Purchasing Department Bid Tabulation

## BID# 21-050 ACTC #116 RESURFACING PROJECT

	Vendor	addend. & bond	BID / ALT. BID
1	PICKENS		\$1,459,349.00
2	ROGERS GROUP		\$1,567,618.65
3	STIHLWATER LAND MGMT.		NO RESPONSE
4	SLOAN		NO RESPONSE
5	F AND R		NO RESPONSE
6	KINGS ASPHALT		NO RESPONSE
7	PANAGAKOS		NO RESPONSE
8	THRIFT BROTHERS		NO RESPONSE
9			
10			
11			
12			
13			
14	AWARD TO:		Pickens Construction

**SECTION III: Addendum A**  
**Base Bid Form**  
**ACTC Project #116 Resurfacing**

Name of Party submitting the Bid: Pickens Construction, Inc.

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: **ACTC Project #116 Resurfacing**

Bid No.: **21-050**

<u>Qty.</u>	<u>U/M</u>	<u>Description</u>	<u>Total Price</u>
1	L/S	Project #116 Resurfacing :per attached itemized list	\$ <u>1,459,349<sup>00</sup></u>

**\*\*\* Vendors must complete the itemized list \*\*\*\*\***



County Anderson County CTC - County Roads  
 Rd/Rt See Road Description and Mileage Details Sheet  
 File No. ACTC 116  
 Proj. No. 116

Letting Date:

Line No.	Item Number	Description	Unit	Quantity	Price	Amount
0010	1031000	Mobilization	LS	1	20,000	20,000 <sup>00</sup>
0020	1071000	Traffic Control	LS	1	40,000	40,000 <sup>00</sup>
0030	2091000	Select Material for Shoulders	CY	745	38 <sup>00</sup>	28,310 <sup>00</sup>
0040	3069900	Maintenance Stone	TON	297	25 <sup>00</sup>	7,425 <sup>01</sup>
0050	3091100	Asphalt Base Course Type C	TON	520	81 <sup>00</sup>	42,120 <sup>00</sup>
0060	4011004	Liquid Asphalt Binder	TON	750	495 <sup>00</sup>	371,250 <sup>00</sup>
0070	4012040	Full Depth Asph. Pav. Patching 4" Unif	SY	8800	23 <sup>65</sup>	208,120 <sup>00</sup>
0080	4012060	Full Depth Asph. Pav. Patching 6" Unif	SY	2600	38 <sup>46</sup>	99,996 <sup>00</sup>
0090	4013040	Milling Existing Pavement (4")	SY	12800	5 <sup>88</sup>	75,264 <sup>00</sup>
0100	4013990	Milling Existing Pavement (Variable)	SY	13370	1 <sup>70</sup>	22,729 <sup>00</sup>
0110	4020340	HMA Intermediate Course Type C	TON	2000	59 <sup>30</sup>	118,600 <sup>00</sup>
0120	4030340	Hot Mix Asphalt Surface Course Type C	TON	8505	47 <sup>40</sup>	403,137 <sup>00</sup>
0130	6020005	Permanent Construction Signs	SF	336	6 <sup>00</sup>	2,016 <sup>00</sup>
0140	6250005	4" White Broken Lines (Gaps excluded) F.D. Paint	LF	350	0 <sup>28</sup>	98 <sup>00</sup>
0150	6250010	4" White Solid Lines (Pvmt Edge Lines) F.D. Paint	LF	10000	0 <sup>17</sup>	1,700 <sup>00</sup>
0160	6250025	24" White Solid Lines (Stop/Diagonal Lines) F.D. Paint	LF	84	2 <sup>25</sup>	189 <sup>00</sup>
0170	6250110	4" Yellow Solid Lines (No Passing) F.D. Paint	LF	9000	0 <sup>17</sup>	1,530 <sup>00</sup>
0180	6271005	4" White Bkn Lines (Gaps excluded) Thermo 90 mil	LF	350	1 <sup>10</sup>	385 <sup>00</sup>
0190	6271010	4" White Slid Lines (Pvmt Edge) Thermo 90 mil	LF	10000	0 <sup>50</sup>	5,000 <sup>00</sup>
0200	6271025	24" White Solid Lines (Stop/Diagonal) Thermo 125 mil	LF	64	13 <sup>75</sup>	880 <sup>00</sup>
0210	6271074	4" Yellow Solid Lines (No Passing) Thermo 90 mil	LF	9000	0 <sup>50</sup>	4,500 <sup>00</sup>
0220	6301100	Perm Yellow Pvt Marker Bi- Dir. - 4"x4"	EA	160	11 <sup>00</sup>	1,760 <sup>00</sup>
0230	8100101	Permanent Grassing for Small Projects	ACRE	1.55	2,800 <sup>00</sup>	4,340 <sup>00</sup>

GRAND TOTAL: \$1,459,349<sup>00</sup>

Notes:

- 1 Item numbers refer to the section of SCDOT Specifications
- 2 Bidders must extend unit prices and indicate total



# ROAD DESCRIPTION AND MILEAGE DETAILS

FILE NUMBER: ACTC 116

PROJECT NUMBER:

Mileage	Street	From	To
Anderson County Road			
0.84	Airport Rd	Hwy 24	Gate
0.30	Crompton Dr	Hwy 8	End
1.04	Shirley Dairy Rd	Hwy 252	McAdams School Rd
0.45	Prestwick Dr	Shackleburg Rd	End
0.31	Carnoustie Cir	Prestwick Dr	Prestwick Dr
0.05	Royal Dor Noch Ct	Carnoustie Cir	End
0.04	Royal Troon Ct	Prestwick Dr	End
0.04	Royal Birkdale	Prestwick Dr	End
0.45	Patterson Dr	S. Hamilton St	End
0.46	Forest Hills Dr	Bryon Dr	Patterson Dr
0.11	Melonie Dr	Forest Hills Dr	Past House #6
0.02	Rentz Rd	Forest Hills Dr	House #405
0.06	Janssen Ct	Forest Hills Dr	End
0.11	Ethridge Dr	Forest Hills Dr	Sunset Ct
0.12	Sunset Ct	Forest Hills Dr	Town Limit Sign
<b>4.39 Miles</b>	<b>TOTAL CONTRACT MILEAGE</b>		



## AGENDA

### **ANDERSON COUNTY FINANCE COMMITTEE MEETING**

**Thursday April 29, 2021 2:30 p.m.**

**101 South Main Street, Anderson SC**

**Second Floor, Administrator's Conference Room**

**Chairman Brett Sanders, Presiding**

Tommy Dunn  
Chairman  
Council District 5

Brett Sanders  
Vice Chairman  
Council District 4

John B. Wright, Jr.  
Council District 1

Council District 2

Ray Graham  
Council District 3

Jimmy Davis  
Council District 6

M. Cindy Wilson  
Council District 7

Lacey Croegaert  
Clerk to Council

Rusty Burns  
County Administrator

- |  |                      |
|--|----------------------|
| 1. Call to Order                                     | Chairman Sanders     |
| 2. Prayer and Pledge of Allegiance                   | Honorable Ray Graham |
| 3. Short-Term Rentals                                | Mr. Glenn Brill      |
| 4. Vitra 300 Law enforcement Simulator               | Captain Ross Brown   |
| 5. Transfers   | Ms. Rita Davis       |
| 6. Discussion of FY 21-22 Operating & Capital Budget | Mr. Rusty Burns      |
| 7. Citizens Comments                                 |                      |
| 8. Adjourn   |                      |

#### ADMINISTRATION DIVISION

**Rusty Burns | County Administrator**

O: 864-260-4031 | F: 864-260-4548 | [rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)  
Historic Courthouse | 101 South Main Street, Anderson SC 29624  
PO Box 8002, Anderson, South Carolina 29622-8002 | [www.andersoncountysc.org](http://www.andersoncountysc.org)



## Short Term Rentals (STR)

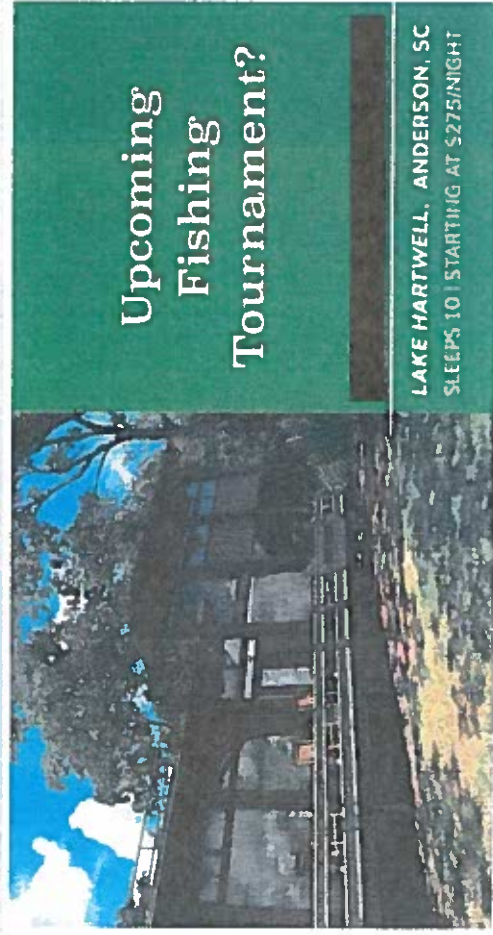
- There are 300-500 STRs in Anderson County, which is the equivalent of **four to eight hotels**.
- Their Average Daily Rate is \$157, which computes to \$4.71 in Accommodations Fee (AFEE).
- Less than 10% of STR owners know about Accommodations Tax (ATAX) or Accommodations Fee (AFEE).
- The county received \$19,700 in AFEE revenue in FY 20 from *VRBO/HomeAway.com*. So far in FY 21, it's received \$31,850 from this company.
- The county receives no AFEE from *Air B&B* and *Expedia*, which represent most of the STRs in our county.

## STRs Elsewhere

- Nashville collects \$2.8 million annually from STRs. 80% of their STRs are ATAX Compliant
- Oconee County collects AFEE from 49% (192 paying units) of its 393 STRs.
  - STRs make-up 55% of their AFEE revenue.
  - FY 21 AFEE revenue is up 62% from FY 20 and 137% from FY 19.
- Oconee County has 500 hotel rooms. We have 2,300, with one more hotel under construction.



Please share with friends and family!



1

3 Shares



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Comment



Share

**CAPITAL REQUEST FORM**  
**For Items over \$5,000 each**

If your department is not requesting any new Capital (Items over \$5,000) for the **FY 2021 - 2022** please write none requested at the bottom of this form, sign and return to the Finance department.

DIVISION: Sheriff (Training)

DEPARTMENT NAME: Sheriff

DEPT. NUMBER: 5161

ITEM REQUESTED: Vitra 300 Law Enforcement Simulator

SPECIFICATIONS:

Vitra 300 Law Enforcement Simulator (Documentation Attached)  
Information is attached  
This request will be funded by multiple funds within currently held forfeiture accounts

REQUESTED AMOUNT: \$200,000

NOTE: Price should include taxes and shipping and handling charges.

WAS THIS PRICE OBTAINED THROUGH THE PURCHASING DEPARTMENT?

☒ YES ☐ NO  
(Circle one)

ITEM TO BE TURNED IN: N/A

JUSTIFICATION OF REQUESTED ITEM:

Civil Suits and even criminal charges against police are at an all time high, along with increased scrutiny and investigation of police tactics, especially surrounding conflict deescalation and resolution. This system would allow Deputies an unprecedented amount of real world scenario driven training opportunities that would allow them to hone their deescalation skills in a controlled environment with instant feedback. Additionally the system will hone the Deputies skills related reaction to violence and conflict and allow him/her the opportunity to train in a multitude of scenarios and environments where deadly force is authorized and justified, and in situations where it can be avoided.

SIGNATURE OF DEPARTMENT MANAGER/DIRECTOR:



Captain C. Ross Brown

SIGNATURE OF DIVISION DIRECTOR:



# VirTra

---

## V-300®

---

The V-300 is a judgmental use of force, decision-making simulator with 300-degrees of immersion that translates into real-world survival skills.

“ The V-300 is the **top-of-the-line in simulators**. It allows for immersion, de-escalation, stress inoculation, different weapon systems and multiple scenarios with multiple branching options. ”

Officer M. Austin, Omaha Police Department Academy Instructor

“ This 300-degree firearms training simulator **far surpasses any law enforcement training currently available** in the region. It provides real life training, giving officers a chance to test their skills against a variety of situations many encounter on a daily basis. ”

Chief Deputy David Huckstep, Alachua County Sheriff's Office





# VirTra

## V-300®

### SYSTEM CAPABILITIES

#### MULTIPLE RANGE ENVIRONMENTS

Choose from a variety of environments, weather, wind speeds, shooting positions and more.

#### REAL WORLD BALLISTICS

Capable of replicating live fire and shooting distances up to 2,000m. Ballistics calculator is independently verified with .02 milliradians accuracy.

#### V-MARKSMANSHIP®

5 screens allow for training on multiple targets, courses and ranges spread across the simulation or on individual screens.

#### TRAINING CONTENT LIBRARY

Multiple training points for objective-based learning.

#### HIGH QUALITY

Scenarios are filmed in high fidelity—including 4K and above—with real actors for maximum training immersion.

#### COURSEWARE

Includes: Active Shooters, De-Escalation, Emotionally Disturbed Person (EDP), High-Risk Entries and Skill Drills.

#### DEBRIEF/AAR CAPABILITY

Identify events, shot sequence and hit/miss placements down to one-hundredths of a second.

#### BUILT BY EXPERTS

Built by VirTra SMEs and external industry experts with a combined 300+ years of experience.

### FOLLOW US ON



# VirTra

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Account Name Anderson County Sheriff's Office  
Contact Name Wayne Mills  
Phone (864) 260-4400  
Email wmills@andersonsheriff.com

Created Date 3/11/2021  
Quote Number 00004982  
Expiration Date 6/30/2021

Ship To Name Anderson County Sheriff's Office

Prepared By Tom Cameron  
Phone (480) 968-1488  
Email tcameron@virtra.com

Notes: Please note that taxes are based on customer location and tax rate. If you are tax exempt please let me know.

Product Code	Product	Product Description	Sales Price	Quantity	Discount	Total Price
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	\$0.00	1.00	10.00%	\$0.00
V-300LE-1	VirTra 300 LE (w/ 1 year warranty)	VirTra Systems 300 LE-1 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.	\$131,495.10	1.00	10.00%	\$118,345.59
VHU-BS-300	Borderless Screens (V-300 Systems)	Eliminates the 5 inch black border between screens to increase immersion on VirTra 300 systems.	\$9,458.90	1.00	10.00%	\$8,513.01
V-300-INSTL	VirTra 300	VirTra Installation and Training for one (1) V-300 System. Includes all travel	\$6,270.00	1.00	10.00%	\$5,643.00





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	Installation/Training	and expenses in the CONUS.				
SP-V300-A	Service Plan- V300-Annual	Additional year annual service agreement to include telephone support, remote assistance, labor, parts, travel, software updates, and overnight shipping. This package also includes an annual service and maintenance visit from a VirTra technician. Includes all travel and expenses in CONUS.	\$17,479.00	1.00	10.00%	\$15,731.10
VTRK-G17-RK	VirTra Tetherless-Glock 17	Micro-switch activated tetherless handgun recoil kit for the Glock 17. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	\$4,570.50	2.00	10.00%	\$8,226.90
VTRK-G17/22-FSM	VirTra Tetherless-Glock 17/22- Fundamental Skills Magazine	Fundamental Skills Magazine (FSM) for use with the VTRK-G17/T/22/45 recoil kits. Requires Co2 Refill Nozzle (VWSA-RFN) or Adapter Plate (VWSA-VTRKG17/22-FSM-AP) and Refill Station for Co2 refill.	\$1,447.05	2.00	10.00%	\$2,604.69
VTRK-G17-SM	VirTra Tetherless-Glock 17-Standard Magazine	Additional Standard magazine for use with the VTRK-G17 recoil kits.	\$606.10	2.00	10.00%	\$1,090.98
VWSA-VTRKG17/22-FSM-AP	VirTra Tetherless-Glock 17/22-FSM Mag. Adapter Plate	Adapter plate for the VTRK-G17/22-FSM (Requires VirTra refill station).	\$480.70	1.00	10.00%	\$432.63
VWSA-G22-AP	VirTra Tetherless-Glock 22-Adapter Plate	Adapter plate for the VTRK-G22-MAG (Requires VirTra refill station).	\$480.70	1.00	10.00%	\$432.63
VTRK-M4S	VirTra Engineered Tetherless-Standard M4 Kit	VirTra engineered tetherless rifle recoil kit for AR15, M4 and M16. Includes internal laser and one double sealed standard magazine (VTRK-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)	\$4,981.90	2.00	10.00%	\$8,967.42
VATR-M16-MAG	VirTra Tetherless-Advanced AR15/M16-Magazine	Advanced refillable rifle magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications. For use with the VATR-M16 recoil kit. (Requires the VWSA-RFS, VWSA-WS, and VWSA-RCS).	\$2,288.00	2.00	10.00%	\$4,118.40
VWSA-VATRM16-AP	VirTra Tetherless-Advanced AR15/M16-Adapter Plate	Adapter plate for the VATR-M16-MAG (Requires VirTra refill station).	\$480.70	1.00	10.00%	\$432.63
VNLW-OCC-MK3	OC Canister-MK3	Laser-based MK3 model OC training device.	\$2,145.00	2.00	10.00%	\$3,861.00
VNLW-TAS-X26/P	X26P TASER® Simulation Cartridge	TASER® X26 simulation cartridge. Fits both X26 and X26P live TASER® handles. (X26/P handles supplied by	\$1,608.20	2.00	10.00%	\$2,894.76



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		customer.)				
VATU-LL-TLR1	Low Light-Training-TLR1	Hardware and software for low light training, includes 2 flashlights. For use with weapon mounted lights only (VATU-FLT-TLR1).	\$4,404.40	1.00	10.00%	\$3,963.96
VATU-TFII	VirTra Threat-Fire™	VirTra Systems patented Threat-Fire™ return-fire-simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires wireless station).	\$3,374.80	2.00	10.00%	\$6,074.64
VWSA-WS	Wireless Station	Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator (Only one wireless station needed per system).	\$1,658.80	1.00	10.00%	\$1,492.92
VWSA-RFS	Refill Station	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	\$4,404.40	1.00	10.00%	\$3,963.96
Subtotal						\$218,655.80
Discount						10.00%
Total Price						\$196,790.22
S&H						\$1,500.00
Grand Total						\$198,290.22

**Sales Terms and Conditions for Direct Sales to End Users/Buyer**  
Effective as of August 13, 2020 (supersedes all prior versions)

**Definitions:** The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means the articles, products, accessories and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 7970 S Kyrene Rd., Tempe, AZ 85284.

**These Sales Terms and Conditions for Direct Sales to End Users/Buyers ("T&C")** apply to Buyer's purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound to these T&C. Any different or additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller.

**All Sales Final.** All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller using their Return Merchandise Authorization (RMA) form.

**Restocking Fees.** In Seller's sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

**Payment Terms.** Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer's order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

**Late Payments.** Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.



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**Taxes.** Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

**Tax Exemption.** If Buyer requests tax exempt status then Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

**Shipping; Title; Risk of Loss.** Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

**Excusable Delays.** Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

**Not For Resale or Export.** Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

**Regulations and Restrictions.** Buyer agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

**Technology and Intellectual Property Rights.** Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products..

**Design Changes.** Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

**Severable Provisions.** If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**Limitation of Liability.** Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price. Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller's gross negligence or that gross negligence of its employees or agents.

**Relationship of Parties.** Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C shall be deemed to construe either of the parties as the agent of the other.

**Assignment and Sub-Contracting.** The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller.

**Entire Agreement.** These T&C, along with the any product warranty, license and service agreement(s) provided, constitute the entire agreement between the parties. These Sales T&C supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

**Governing Law; Jurisdiction and Venue.** The laws of the State of Arizona, USA govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to these T&C and the associated transactions.

**Exclusions and Limitations; Release.** To the extent permitted by law, Seller's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without



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limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third-party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

To accept this quote as a purchase order, please sign and return to VirTra rep

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

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

Date: \_\_\_\_\_

**-SELECT PAYMENT METHOD-**

\_\_\_\_\_ Credit Card; include contact information only  
(subject to limits)

\_\_\_\_\_ Purchase Order:

\_\_\_\_\_ Check:

\_\_\_\_\_ Other (please specify):

## DEPARTMENTAL TRANSFERS

For Budget Year 2020 - 2021

Mark APPROVED	DEPARTMENT NAME	FROM: ACCOUNT NAME ACCOUNT NUMBER	TO: ACCOUNT NAME ACCOUNT NUMBER	AMOUNT	REASON
Finance Meeting of: Council Meeting:	4/29/2021 5/4/2021				
1	Parks and Recreation	Professional Services 001-5065-000-304	Park Maintenance 001-5065-000-253	4,161.24	Improvements at Kid Venture Playground
2	Parks and Recreation	Professional Services 001-5065-000-304	Meals 001-5065-000-236	1,500.00	Meals for staff during tournaments and Saluda River Rally
3	Registration and Elections	Salaries 001-5081-000-101	Part Time 001-5081-000-102	9,500.00	Some vacancies increased the need for additional part time
4	Registration and Elections	Salaries 001-5081-000-101	Overtime 001-5081-000-103	2,500.00	Some vacancies increased the need for additional overtime
5	Poll Workers	Part time 001-5082-000-102	Retirement - SC 001-5082-000-120	4,500.00	Retirement was underestimated during budget process
6	Coroner	Retirement - SC 001-5131-000-120	Retirement - Police 001-5131-000-121	29,000.00	Police Retirement was underestimated during budget process
7	Coroner	Lodging 001-5131-000-293	Dues and Subscriptions 001-5131-000-211	125.00	American Board of Medicolegal Death Investigators
8	Roads and Bridges	Travel 001-5221-000-279	Stone 001-5221-000-244	4,550.00	Repairs for road wash-outs
9	Roads and Bridges	Lodging 001-5221-000-293	Stone 001-5221-000-244	3,500.00	Repairs for road wash-outs

DATE

Seth Riddley, Interim Clerk to Council

## BUDGET TRANSFER

DIVISION: PRT

DEPARTMENT: Parks

FROM:

TO:

AMOUNT:

TITLE Professional Services  
ACCT.# 5065-000-304

TITLE Park Maintenance  
ACCT# 5065-000-253

\$ 4,161.24

TITLE  
ACCT.#

TITLE  
ACCT#

\$

TITLE  
ACCT.#

TITLE  
ACCT#

\$

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**

This transfer will accomplish two tasks:

- 1) Correct the ~~\$1,061.24~~ balance in 253. 172.24
- 2) Pay for \$2,500 in safety improvements @ the KidVenture Playground.

Refuse cans, Repairing ladders, Rip Rap for  
Launch pits,

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:

## BUDGET TRANSFER

**DIVISION:** Parks, Recreation & Tourism

DEPARTMENT: Parks

**TO:**

**AMOUNT:**

<b>TITLE</b>	<b>Professional Services</b>
<b>ACCT.#</b>	<b>001-6085-000-304</b>

TITLE	Meals
ACCT#	001-5065-000-236

**\$ 1,500.00**

TITLE
ACCT.#

**TITLE**  
**ACCT.#**

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**

Projects and tournaments have resulted in County crews and others working after hours. Meals have been purchased for them when working outside their normal hours or scope. We still have a couple of tournaments and the Saluda River Rally where funds will be needed to purchase food and drinks.

**Is this transfer within your department?**

**(Circle One)**

**YES**

**No**

**Is this transfer within your division?**

**(Circle One)**

**Yes**

**No**

**DEPT. HEAD:**

**DIVIS HEAD:**

**FINANCE:****ADMINISTRATOR:**

DATE:

DATE:

DATE:

**DATE:**

**Journal Entry #**

DATE:

## BUDGET TRANSFER

DIVISION: Registration & Elections and Election Poll Workers

DEPARTMENT: Registration & Elections and Election Poll Workers

FROM:	TO:	AMOUNT:
TITLE <u>Salaries</u> ACCT.# <u>001-5081-000-101</u>	TITLE <u>Part time</u> ACCT# <u>001-5081-000-102</u>	9,500.00
TITLE <u>Salaries</u> ACCT.# <u>001-5081-000-101</u>	TITLE <u>Overtime</u> ACCT# <u>001-5081-000-103</u>	2,500.00
TITLE _____ ACCT# _____	TITLE _____ ACCT# _____	
TITLE <u>Part time</u> ACCT.# <u>001-5082-000-102</u>	TITLE <u>Retirement - SC</u> ACCT# <u>001-5082-000-120</u>	4,500.00
Total		16,500.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**

Registration & Elections -

Money available in Salaries due to vacancies; needed in Part time and overtime also due to vacancies.

Election Poll Workers -

Retirement was under estimated during budget process

Is this transfer within your department? (Circle One) Yes No

Is this transfer within your division? (Circle One) Yes No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

Journal Entry #

DATE:



## BUDGET TRANSFER

**DIVISION:** **Coroner**

**DEPARTMENT:** Coroner

**AMOUNT:**

**29,000.00**

**125.00**

**TITLE**  
**ACCT#**

<b>Total</b>	<b>29,125.00</b>
--------------	------------------

**Explain, in COMPLETE DETAIL, the reason for the transfer.**

**REASON:**

**During budget process, SC Retirement was over estimated and Police was  $\frac{1}{2}$  under estimated**

### **Dues and Subscriptions - American Board of Medicolegal Death Investigators**

**No**

DATE: 4.27.21

DATE: \_\_\_\_\_

## BUDGET TRANSFER

**DIVISION:** Public Works

**DEPARTMENT:** Roads and Bridges 5221

FROM:		TO:	AMOUNT:
TITLE	Travel	TITLE	Stone
ACCT.#	001-5221-000-279	ACCT#	001-5221-000-244
			4550
TITLE	Lodging	TITLE	Stone
ACCT.#	001-5221-000-293	ACCT#	001-5221-000-244
			3500
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	
TITLE		TITLE	
ACCT.#		ACCT#	

Total

\$ 8,050.00

Explain, in COMPLETE DETAIL, the reason for the transfer.

**REASON:**

Due to budget cuts the stone account was already short and then with the added road washout repairs it has created an even greater need for funds in the stone account.

Is this transfer within your department?

(Circle One)

Yes

No

Is this transfer within your division?

(Circle One)

Yes

No

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

Journal Entry #

DATE:

DATE:

DATE:

DATE:

DATE:

3/16/2021

3/31/2021

4-2-21

## Seth A. Riddley

---

**From:** Tim Cartee  
**Sent:** Thursday, April 22, 2021 4:13 PM  
**To:** Lacey A. Croegaert  
**Cc:** Holt Hopkins; Alesia Hunter; Phyllis White  
**Subject:** Bronson Ridge Subdivision Phase II  
**Attachments:** Memo County Council for Road Acceptance Bronson Ridge Phase 2.pdf

Lacey, would you please place this subdivisions on the next County Council Agenda, please see attachment.

Thanks,



**Tim Cartee**  
**Land Development Administrator**

O: 864-260-4719  
F: 864-260-4795  
tcartee@andersoncountysc.org

Development Standards  
401 E. River Street  
Anderson, SC 29624



# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** April 22, 2021

**TO:** Lacey Croegert  
Executive Clerk to Council

**FROM:** Tim Cartee  
Land Development Administrator

**CC:** Holt Hopkins, Alesia Hunter

**SUBJECT:** Bronson Ridge Subdivision Phase II

---

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following roads into the County Maintenance System at their May Meeting.

This will add 1,623 feet of paved roads to the county maintenance system.

Developer: Eddie Kinsey  
Location: Vandiver Rd.  
County Council District: 1  
Roads: Bronson Ridge, Greer Farm Lane and Fairfield Street

Please feel free to contact me at (260-4719) if you need more information.

**Tommy Dunn**  
Chairman, District 5

**John B. Wright**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**Brett Sanders**  
V. Chairman, District 4

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA  
**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** 4/21/ 2021

**TO:** Alesia Hunter  
Development Standards

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** Bronson Ridge Subdivision Phase 2

---

To the best of my ability, I certify that there are no known drainage issues in **Bronson Ridge Subdivision Phase 2** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **1,623** feet of paved roads to the county maintenance system.

District: 1

Location: Bronson Ridge Subdivision Phase 2

Roads: Bronson Ridge (P-10-0365), Greer Farm Lane (P-10-0371), and Fairfield Street (P-10-0376)

**Tommy Dunn**  
Chairman, District 5

**John B. Wright**  
Council District 1

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

**Brett Sanders**  
V. Chairman, District 4

**Gracie Floyd**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

Roads & Bridges Department

## Bronson Ridge



## BOARDS, COMMITTEES AND COMMISSIONS APPLICATION

Please complete this application in its entirety and return to the address below:

# Anderson County Council

c/o Clerk to Council

P. O. Box 8002

Anderson, SC 29622

All applications will be considered by County Council and appointees will be mailed written confirmation of Council's decision.

Name: Stoll, Elaine T.

Last, First, Middle Initial

Board(s) and/or committee(s) in which you are interested:

1. Anderson County Library Board of Trustees

2.

3.

Physical Address and Mailing Address, if different:

169 Graylyn Drive, Anderson, SC 29621

## Physical

(same as above)

## Mailing

Home Phone: 864-222-8025

**Cell Phone: 864-617-5874**

Email: [bandestoll@charter.net](mailto:bandestoll@charter.net)

Preferred method of contact: email

County Council District: 1

GED Equivalent: Yes or No

Highest Level of Education: College graduate

High School Grad: Yes or No

College Attended: University of Virginia

Degree: BA

Address of College: 248 McCormick Rd, Charlottesville, VA 22904

### Employment History:

COMPANY

## POSITION

### EMPLOYMENT DATES

## AutoGas Systems

## Technical Writer

1993-1997

**Mendez & Boysen, CPAs**

## Marketing Director

1992-1993

## Diamond Head Theatre

Administrator

1989-1991

Flaine Stoll

Signature of Applicant

April 23, 2021

Date \_\_\_\_\_

**Recommendation of Council:**

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:  
DISTRICT: All Council

1. Name of entity requesting recreation fund appropriation: *Generation 4*
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): *Generation 4 is requesting a total of \$2,205.00 (\$315 from all 7 districts).*
3. The purpose for which the funds are being requested: *Generation 4 is a 501c3 non-profit organization housed at Welfare Baptist Church in Belton. Generation 4 in partnership with Welfare Baptist Church will be the host and static site for COVID-19 vaccinations in Anderson County for the months of May and June.*
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: Marian Robinson  
Mailing Address: 2176 Bolt Drive Belton SC, 29680  
Phone Number: 864-760-8717  
Email: mchpmn@clemson.edu
6. Statement as to whether the entity will be providing matching funds: No 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.

Ankoma D. Anderson, Sr. / Ankoma D. Anderson/ 4/26/2021

Signature	Print Name	Date
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Date of this notice: 07-14-2017

Employer Identification Number:  
82-2162413

Form: SS-4

Number of this notice: CP 575 E

GENERATION4  
% LATORRIE GEER  
2106 BOLT DR  
BELTON, SC 29627

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-2162413. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.


When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search [www.irs.gov](http://www.irs.gov) for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit [www.irs.gov/charities](http://www.irs.gov/charities).



 , Lawrence Green 4-26-2021

Signature Print Name Date



## Anderson Jets Track Club

**We are the “Anderson Jets” track club and we are an all star team. Our track team ranges from 5 year olds up to 18 years of age. This means Elementary, Middle and High School.**

**The summer program moves quickly and lasts from June to early August. Our athletes and coaches work hard all summer and at this time we are asking for some sponsor support from you. The donations will go towards event entry fees, uniforms, travel, food and hotel expenses.**

**There are several meets leading up to the AAU/USATF Track and Field Finals. The Regional consist of finalist from 5 states. Qualifiers from the regional championships go on to the AAU/USATF National Championships to be held in late July through early August. Track schedule is as follows:**

**June 5-6 AAU State-----Taylors SC  
June 12<sup>th</sup>—13<sup>th</sup> ---Jim Law Invitational-----Charlotte NC  
June 19-20th -- USATF State -----Columbia SC  
July 1-July 7- USATF SC -----Charlotte NC  
July 23-July- 26th USATF Regionals -----Rome Georgia  
July 17<sup>th</sup> --- Jets Invitational----- Simpsonville SC  
July 31- August 7th---AAU Nationals-----Humble Texas  
July 26<sup>th</sup>-August 1<sup>st</sup>USATF JR Nationals-JACKSONVILLE FL**

**\*\* Anderson County Recreation Fund has helped support our JR Olympic track and field programs since the early 1980's. Please give whatever you can. Remember, “The Youth Today Are Our Leaders Tomorrow!”**

**Please send donations to Coach Butch Green, 1335 Vandale Place Anderson SC 29626 or call me 864-224-5860**

**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  
[kapoulin@andersoncountysc.org](mailto:kapoulin@andersoncountysc.org)  
Fax: 864-260-4356

1. Name of entity requesting recreation fund appropriation:  
**Starr Athletic Association**
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
3. The purpose for which the funds are being requested:  
**Complex needs and monthly operations cost**
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.   **Yes**     **57-0713516**
5. Contact Person: **Justin Roach**  
Mailing Address: **PO BOX 777 Starr S.C. 29684**  
Phone Number: **(864) 314-0922**
6. Statement as to whether the entity will be providing matching funds:   **NO**

I certify that the forgoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above named entity.

	<b>Justin Roach</b>	<b>4/21/2021</b>
<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>		
Signature	Print Name	Date

# RECREATION FUND APPROPRIATIONS APPLICATION FORM

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 06

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:

**Powdersville YMCA (Y Mentor Program)**

2. Amount of request (If requesting funds from more than one district,  
annotate amount from each district):

**\$2,500**

3. The purpose for which the funds are being requested:

**Y Mentor Program - support funds for this program  
(2021-2022 school year)**

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so,  
please attach evidence of that good standing.

**Yes, see attachment**

5. Contact Person: **Leebo Keels**

Mailing Address: **9115 Hwy 81N Piedmont, SC 29673**

Phone Number: **(864)625-2060**

Email: **leebokeels@pcymca.net**

6. Statement as to whether the entity will be providing matching funds:

**no 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.

Lee KS

Signature

/ Leebo Keels

Print Name

/ 4-21-21

Date



State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

4/8/2020

Pickens County Young Mens Christian Association  
Ms Christy L Stancil  
201 Burns Rd.  
Easley, SC29640

RE: Registration Confirmation

Charity Public ID: P643

Dear Ms Christy L Stancil :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 5/15/2021.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to \$2,000.00.

If you have any questions or concerns, please visit our website at [www.sos.sc.gov](http://www.sos.sc.gov) or contact our office using the contact information below.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Wickersham", followed by a horizontal line.

Kimberly S. Wickersham  
Director, Division of Public Charities

South Carolina Secretary of State

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## PICKENS COUNTY YOUNG MENS CHRISTIAN ASSOCIATION

### Corporate Information

Entity Type: Nonprofit

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated South Carolina  
State:

### Important Dates

Effective Date 10/25/1957

:

Expiration N/A  
Date:

Term End N/A  
Date:

Dissolved N/A  
Date:

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### Registered Agent

Agent: SIDNEY G. COLLINS

Address: 201 BURNS RD  
EASLEY, South Carolina 29640

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### Official Documents On File

Filing Type	Filing Date
Change of Agent or Office	06/13/2011
Amendment	11/17/1997
Amendment	11/01/1994
Amendment	12/30/1964
Incorporation	10/25/1957

### Former Names

Name	Filing Date
YOUNG MEN'S CHRISTIAN ASSOCIATION FOR EASLEY AND PICKENS COUNTY	N/A