



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**Special Presentation Meeting**  
**Tuesday, January 4, 2022, at 6:00 p.m.**  
**Anderson County Civic Center**  
**3027 Martin Luther King, Jr. Boulevard**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. RESOLUTIONS/PROCLAMATION:**

- a. **R2021-061**- A Resolution honoring Marty Knight upon his promotion to 10<sup>th</sup> Degree Black Belt; and other matters related thereto.

Hon. Ray Graham

- b. **R2022-001**- A Resolution to honor and recognize Starr-Iva Water & Sewer District for being named the 2021 South Carolina Rural Water District of the Year; and other matters related thereto.

Hon. Ray Graham

**3. ADJOURNMENT**

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, January 4, 2022, at 6:30 p.m.**  
**Anderson County Civic Center**  
**3027 Martin Luther King, Jr. Boulevard**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Hon. Brett Sanders

**3. ELECTION OF CHAIRMAN**

**4. ELECTION OF VICE-CHAIRMAN**

**5. APPROVAL OF MINUTES**

minutes not received, December 21, 2021

**Tommy Dunn**  
Chairman, District Five

**John B. Wright, Jr.**  
District One

**Ray Graham**  
District Three

**M. Cindy Wilson**  
District Seven

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

**Glenn Davis**  
District Two

**Jimmy Davis**  
District Six

**Renee Watts**  
Clerk to Council

  
**Rusty Burns**  
County Administrator



**6. CITIZENS COMMENTS**

Agenda Matters Only

**7. ORDINANCE THIRD READING:** none

**8. ORDINANCE SECOND READING:**

- a. 2021-074**- An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Equinox Mill LLC; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- b. 2021-075**- An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2021-076**- An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Old Dominion Freight Line, Inc.; and other matters related thereto. [Project Greenlight]

Mr. Burriss Nelson (allotted 5 minutes)

- d. 2021-077**- An Ordinance authorizing and approving (1) The development of a joint county industrial and business park pursuant to section 4-1-170 of the code of South Carolina 1976, as amended, in conjunction with Greenville County ( The "Park"), such park to be geographically located in Greenville County; (2) the execution and delivery of a written park agreement with Greenville County as to the requirement of payments of fee in lieu of ad valorem taxes with respect to park property and the sharing of the revenues and expenses of the park; (3) the distribution of revenues from the park with Anderson County; and (4) other matters related thereto. (Project Ott)

Mr. Burriss Nelson (allotted 5 minutes)

**9. FIRST READING:**

- a. 2022-001**- 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 Faith 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.

- b. 2022-002**- An Ordinance to provide for redistricting of the seven County Council districts of Anderson County, as to population, prior to the next general election cycle following the adoption by the State of South Carolina of the 2020 Decennial Census, pursuant to section 4-9-90, Code of Laws of South Carolina, 1976, as amended; and other matters related thereto.



**10. RESOLUTIONS:**

- a. **R2022-003**- A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Faith, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the County whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project Faith will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

**11. BID APPROVAL:**

- a. Bid #22-027 ACTC #122 Resurfacing  
b. Bid #22-029 ASEC Field Lighting

Mr. Robert Carroll (allotted 5 minutes)

**11. AED / PUBLIC SAFETY**

Mr. Ray Graham (allotted 5 minutes)

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

- a. Shackleburg Farms Subdivision Phase II: (District 4)  
Fern Hollow Trail

Mr. Matt Hogan (allotted 5 minutes)

**13. REQUESTS BY COUNCIL**

**14. ADMINISTRATOR'S REPORT**

**15. CITIZENS COMMENTS**

Non-Agenda Matters

**16. REMARKS FROM COUNCIL**

**17. 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 2021-061**

### **A RESOLUTION HONORING MARTY KNIGHT UPON HIS PROMOTION TO 10<sup>th</sup> DEGREE BLACK BELT; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, karate is a martial art emphasizing striking techniques and is steeped in a tradition dating back more than 500 years to the Ryukyu Kingdom in East Asia; and,

**WHEREAS**, Belton native Marty Knight has been awarded the 10<sup>th</sup> Degree black belt in karate by Ken Vitali American Karate and the South Carolina Dan Board, a distinction bestowed only on those martial artists who have spent years in furtherance of the martial arts and have demonstrated a lifetime of significant achievement; and,

**WHEREAS**, for almost fifty years Marty has studied, practiced and taught karate, having earned his black belt in 1975 while training under Keith Vitali and Mike Genova, and continuing on to become a world- renowned competitor and instructor; and,

**WHEREAS**, over the course of his competitive martial arts career, Marty has won four world championships, six national championships, and seven international titles; and,

**WHEREAS**, since 1978, in keeping with Marty's belief that the traits of dedication, diligence, and self-discipline inherent to the martial arts are life lessons that can be used both on and off the mat, Marty Knight Karate has trained three generations of children and adults in our area. Marty also conducts after-school programs as well as self-defense and women's kickboxing clinics, all in furtherance of the tradition of educating others in the techniques and philosophies of the martial arts; and,

**WHEREAS**, Marty's career highlights include: being voted in the top twenty black belts in the nation in 1985; travelling in 1989 with the Chuck Norris team to Russia, where he was named the most valuable competitor of the team; earning gold medals in Greece, South America, Ireland, Canada, Mexico, and Jamaica; and induction into the United States Hall of Fame. Marty has won every national tournament in America and has never lost an international match;

**NOW, THEREFORE, BE IT RESOLVED** that the Anderson County Council hereby congratulates Marty Knight on his attainment of the 10<sup>th</sup> Degree black belt in karate, and in doing so, we honor him not only for his mastery of technical martial arts skills but also for his life's work of instilling the traits of honor, respect, and courage in others.

**RESOLVED in a meeting duly assembled this 4th day of January, 2022.**

#### **FOR ANDERSON COUNTY**

---

Ray Graham  
County Council District Three

#### **ATTEST**

---

Rusty Burns  
County Administrator

---

Renee Watts  
Clerk to Council



**RESOLUTION R2022-001**

**A RESOLUTION TO HONOR AND RECOGNIZE STARR-IVA WATER & SEWER DISTRICT FOR BEING NAMED THE 2021 SOUTH CAROLINA RURAL WATER DISTRICT OF THE YEAR; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the mission of the Starr-Iva Water & Sewer District is to provide safe, high-quality water services to the community while maintaining a standard of excellence in customer service and environmental conservation; and

**WHEREAS**, Starr-Iva Water & Sewer District has six full-time employees who serve 4,300 customers with more than 200 miles of pipe in Anderson and Abbeville counties; and

**WHEREAS**, Starr-Iva Water & Sewer District was named the 2021 South Carolina Rural Water System of the Year by the South Carolina Rural Water Association at the Association's annual conference on November 17<sup>th</sup>; and

**WHEREAS**, the selection criteria for the award include innovation & technology, efficiency, and capital improvement projects;

**NOW, THEREFORE, BE IT RESOLVED** that the Anderson County Council hereby congratulates Starr-Iva Water & Sewer District for winning statewide recognition and, on behalf of the citizens of Anderson County, thanks the District's board of directors and staff for their committed, dedicated service.

**RESOLVED in a meeting duly assembled this 4<sup>th</sup> day of January, 2022.**

**FOR ANDERSON COUNTY**

**ATTEST**

---

Ray Graham  
County Council  
District Three

---

Rusty Burns  
County Administrator

---

Renee Watts  
Clerk to Council

**ORDINANCE NO. 2021-074**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF EQUINOX MILL LLC; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

**WHEREAS**, pursuant to Section 3(A) of the 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**, in connection with certain incentives being offered by Anderson County to Equinox Mill LLC, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

**NOW, THEREFORE**, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County Council of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

**DONE** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2022.

**ANDERSON COUNTY, SOUTH CAROLINA**

**ATTEST:**

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

\_\_\_\_\_  
Tommy Dunn, Chairman

\_\_\_\_\_  
Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon, Anderson County Attorney

First Reading: \_\_\_\_\_, 20\_\_

Second Reading: \_\_\_\_\_, 20\_\_

Third Reading: \_\_\_\_\_, 20\_\_

Public Hearing: \_\_\_\_\_, 20\_\_



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 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.

Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2022

**ORDINANCE NO. 2021-075**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson County and Greenville County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

**WHEREAS**, pursuant to Section 3(A) of the 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**, in connection with certain incentives being offered by Greenville County to Luxor Scientific LLC, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

**NOW, THEREFORE**, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Anderson County of this Ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

**DONE** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn  
Chairman

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
County Attorney

First Reading: \_\_\_\_\_

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

Third Reading: \_\_\_\_\_

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

Addition to Exhibit A 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

TMS No. 0547010101300



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 majority approval, by the County Council at meetings of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 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.

Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2022

**ORDINANCE NO. 2021-076**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OF OLD DOMINION FREIGHT LINE, INC.; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted by Anderson County Council on November 16, 2010 and Ordinance No. 4391 enacted November 2, 2010 by Greenville County Council, Anderson and Greenville Counties entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 (the "Agreement"); and

**WHEREAS**, pursuant to Section 3(A) of the 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**, in connection with certain incentives being offered by Anderson County to Old Dominion Freight Line, Inc., it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

**NOW, THEREFORE**, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County Council of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A as so revised, without further action by either county.

**DONE** in meeting duly assembled this \_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn  
Chairman

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
County Attorney

First Reading: \_\_\_\_\_

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

Third Reading: \_\_\_\_\_

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

Addition to Exhibit A 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

PROPERTY DESCRIPTION

ALL that certain piece, parcel or unit situate, lying and being in the County of Anderson, State of South Carolina, being shown and designated as 1.67 acres upon a plat entitled "Boundary Survey for Jack E. Shaw", dated May 13, 2002, prepared by Precision Land Surveying, Inc., recorded in the ROD Office for Anderson County, S.C. in Plat Book 1304 at Page 7-B. Reference is hereby made to said plat for a more complete metes and bounds description.

THIS being the same property conveyed to the grantor herein by deed of Ralph Standridge as recorded in the ROD Office for Anderson County, S.C. in Deed Book 4762 at Page 211 on 5/16/02.

Anderson County Tax Map No.: 93-00-14-002

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 majority approval, by the County Council at meetings of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 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.

Clerk, Anderson County Council

Dated: \_\_\_\_\_, 2022

**AN ORDINANCE NO.: 2021-077**

AN ORDINANCE AUTHORIZING AND APPROVING (1) THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH GREENVILLE COUNTY (THE "PARK"), SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN GREENVILLE COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH GREENVILLE COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN ANDERSON COUNTY; AND (4) OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (the "Act"), Anderson County and Greenville County are authorized to enter into a multi-county industrial or business park to promote economic development and encourage investment and employment opportunities in and around Anderson County and Greenville County; and

WHEREAS, in order to continue to promote economic development and encourage investment and employment opportunities in and around Anderson County and Greenville County, as authorized by Article VIII, Section 13(D) of the South Carolina Constitution and the Act, Anderson County has requested that Greenville County develop, together with Anderson County, a joint county industrial and business park (the "Park"); and

WHEREAS, Anderson County and Greenville County have agreed to the specific terms and conditions of the Park arrangement as set forth in that certain Agreement for Development of a Joint County Industrial and Business Park proposed to be entered into by and between Anderson County and Greenville County as of [DATE], 2022 (the "Park Agreement"); and

WHEREAS, it is the expressed intent of Anderson County by the establishment of the Park and the Agreement, that the properties appearing in Exhibit A to the Park Agreement shall be located within a Multi County Industrial or Business Park; and

WHEREAS, it appears that the Park Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by Anderson County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED BY ANDERSON COUNTY COUNCIL:

**Section 1. Approval of the Park Agreement.** The form, provisions, terms and conditions of the Park Agreement now before this meeting and filed with the Clerk to Anderson

County Council be and they are hereby approved, and effective as of [DATE], 2022, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the Park Agreement were set out in this Ordinance in its entirety. The Chairman of the Anderson County Council and the County Administrator of Anderson County are hereby authorized and empowered to execute the Park Agreement in the name and on behalf of Anderson County; the Clerk to the Anderson County Council is hereby authorized and empowered to attest the same; and the Chairman of the Anderson County Council and the County Administrator of Anderson County are further authorized and empowered to deliver the Park Agreement to Greenville County.

The Park Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of Anderson County thereunder and as shall be approved by the officials of Anderson County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Park Agreement now before this meeting.

The Chairman of Anderson County Council and the County Administrator of Anderson County, for and on behalf of Anderson County, are hereby each authorized and empowered to do any and all things necessary or proper to effect the development of the Park and the performance of all obligations of Anderson County under and pursuant to the Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

**Section 2. Payment of Fee in Lieu of Tax.** The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Greenville County. That portion of such fee allocated pursuant to the Park Agreement to Anderson County shall be thereafter paid by the Treasurer of Greenville County to the Treasurer of Anderson County within ten (10) business days following the end of the calendar quarter of receipt, for distribution in accordance with the Park Agreement. The provisions of Section 12-2-90 of the Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

**Section 3. Distribution of Revenues within Anderson County.** Revenues generated from industries and businesses located in the Park received by Anderson County pursuant to the Park Agreement shall be distributed as determined by Anderson County. If no determination is made, such revenues shall be retained by Anderson County.

**Section 4. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Anderson County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties unless the properties are within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**Section 5. Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park in Greenville County is vested

with the Sheriff's Department of Greenville County. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

**Section 6. Conflicting Provisions.** To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Anderson County Code or other Anderson County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

**Section 7. Severability.** If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

**Section 8. Effectiveness.** This Ordinance shall be effective upon third and final reading.

[End of Ordinance - Signature page to follow]



Enacted and approved, in meeting duly assembled, this [DATE] day of [MONTH], 2022.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

By: \_\_\_\_\_  
Rusty Burns, County Administrator  
Anderson County, South Carolina

By: \_\_\_\_\_  
Renee D. Watts, Clerk to County Council  
Anderson County, South Carolina

APPROVED AS TO FORM:

\_\_\_\_\_  
Leon C. Harmon  
Anderson County Attorney

First reading: December 21, 2021  
Second reading: \_\_\_\_\_, 2022  
Public hearing: \_\_\_\_\_, 2022  
Third reading: \_\_\_\_\_, 2022

**ORDINANCE NO. 2022-001**

**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 FAITH 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 \_\_\_\_\_, 2022 (the “*Inducement Agreement*”) with \_\_\_\_\_, a South Carolina corporation (the “*Company*”) (which was known to the County at the time as “*Project Faith*”), 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 an expansion of the Company’s existing metal fabrication manufacturing facility and machine shop in the County (collectively, the “*Project*”); and

**WHEREAS,** the Company has represented that the Project will involve an investment of approximately \$3,825,000 in the County and the expected creation of 10 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 (the “*MCIP*”) 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, (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 and/or the County Administrator are 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. All fee-in lieu of *ad valorem* taxes pursuant to the Fee Agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source revenue credits provided by the County pursuant to Section 4-1-175 (“*Net Park Fees*”) as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and

Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County's portion of the MCIP in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

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

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

**ENACTED** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ANDERSON COUNTY, SOUTH CAROLINA**

---

Tommy Dunn, Chairman  
Anderson County Council

Attest:

By: \_\_\_\_\_  
Rusty Burns, County Administrator  
Anderson County, South Carolina

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

Approved as to form:

By: \_\_\_\_\_  
Leon C. Harmon, County Attorney  
Anderson County, South Carolina

First Reading: \_\_\_\_\_, 2022  
Second Reading: \_\_\_\_\_, 2022  
Third Reading: \_\_\_\_\_, 2022  
Public Hearing: \_\_\_\_\_, 2022

**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 \_\_\_\_\_, 2022, \_\_\_\_\_, 2022, and \_\_\_\_\_, 2022, 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.

---

Renee Watts, Clerk to Council  
Anderson County, South Carolina

Dated: \_\_\_\_\_, 2022

---

---

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**PROJECT FAITH**

---

Dated as of \_\_\_\_\_, 2022

---

---

## **TABLE OF CONTENTS**

### **ARTICLE I**

#### **DEFINITIONS**

SECTION 1.01 DEFINITIONS .....	3
SECTION 1.02 PROJECT-RELATED INVESTMENTS .....	6

### **ARTICLE II**

#### **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY.....	7
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY .....	7

### **ARTICLE III**

#### **COMMENCEMENT AND COMPLETION OF THE PROJECT**

SECTION 3.01 THE PROJECT .....	8
SECTION 3.02 DILIGENT COMPLETION .....	8
SECTION 3.03 FILINGS AND REPORTS .....	8

### **ARTICLE IV**

#### **FILOT PAYMENTS**

SECTION 4.01 FILOT PAYMENTS .....	10
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS.....	11
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS.....	12
SECTION 4.04 REMOVAL OF EQUIPMENT .....	13
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY.....	13
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT .....	13

### **ARTICLE V**

#### **PARTICULAR COVENANTS AND AGREEMENTS**

SECTION 5.01 CESSATION OF OPERATIONS.....	15
SECTION 5.02 RIGHTS TO INSPECT.....	15
SECTION 5.03 CONFIDENTIALITY .....	15
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY .....	15
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS.....	16
SECTION 5.06 INDEMNIFICATION COVENANTS .....	16
SECTION 5.07 QUALIFICATION IN STATE .....	17
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL .....	17
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS .....	17
SECTION 5.10 ADMINISTRATION EXPENSES .....	18
SECTION 5.11 PRIORITY LIEN STATUS.....	18
SECTION 5.12 INTEREST; PENALTIES .....	18
SECTION 5.13 SPONSOR AFFILIATES.....	18



## **ARTICLE VI**

### **DEFAULT**

SECTION 6.01 EVENTS OF DEFAULT .....	20
SECTION 6.02 REMEDIES UPON DEFAULT .....	20
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES .....	21
SECTION 6.04 NO WAIVER .....	21

## **ARTICLE VII**

### **MISCELLANEOUS**

SECTION 7.01 NOTICES.....	22
SECTION 7.02 BINDING EFFECT .....	22
SECTION 7.03 COUNTERPARTS .....	23
SECTION 7.04 GOVERNING LAW.....	23
SECTION 7.05 HEADINGS.....	23
SECTION 7.06 AMENDMENTS.....	23
SECTION 7.07 FURTHER ASSURANCE .....	23
SECTION 7.08 INVALIDITY; CHANGE IN LAWS.....	23
SECTION 7.09 TERMINATION BY COMPANY.....	23
SECTION 7.10 ENTIRE UNDERSTANDING .....	24
SECTION 7.11 WAIVER .....	24
SECTION 7.12 BUSINESS DAY .....	24

EXHIBIT A – DESCRIPTION OF LAND

EXHIBIT B – INVESTMENT CERTIFICATION

EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

## 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>	[To Come]	<b>Project Name:</b>	<b>Project Faith</b>
<b>Projected Investment:</b>	\$3,825,000	<b>Projected Jobs:</b>	10
<b>Location (street):</b>	[To Come]	<b>Tax Map No.:</b>	[To Come]
<b>1. FILOT</b>			
Required Investment:	Contract Minimum Investment Requirement.		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	334.27 mills	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03(a)		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) between Anderson County and Greenville County dated as of December 10, 2010		
<b>3. SSRC</b>			
Total Amount:			
No. of Years	10 years		
Yearly Increments:	60% for years 1-5; 30% for years 6-10		
Clawback information:	See Sections 4.02(d)&(e) and 4.03(a)		
<b>4. Other information</b>			

## 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 \_\_\_\_\_, 2022 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 FAITH**], a corporation organized and existing under the laws of the State of South Carolina (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 manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of metal products.

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 \_\_\_\_\_, 2022, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

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

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

## ARTICLE I

### DEFINITIONS

#### Section 1.01    Definitions

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

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

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

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

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

***“Company”*** shall mean [Project Faith], a South Carolina corporation, 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 \$3,825,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

***“Contract Minimum Jobs Requirement”*** shall mean not less than ten (10) new full-time jobs created by the Company and any Sponsor Affiliates in the County in connection with the Project.

***“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, and shall be equal to, the Standard Investment Period.

***“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 the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 10, 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.

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

***“Sponsor Affiliate”*** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

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

***“State”*** shall mean the State of South Carolina.

***“Termination Date”*** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

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

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

#### Section 1.02    Project-Related Investments

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

[End of Article I]



## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 334.27 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 Revenue Credit is to be provided under this Fee Agreement.

#### Section 2.02 Representations, Warranties, and Agreements of the Company

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

(a) The Company is organized and in good standing under the laws of the State of 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 metal fabrication manufacturing facility and machine shop, 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 and the Contract Minimum Jobs 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 Contract Minimum Investment Requirement, and (iii) create the Contract Minimum Jobs Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 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 Contract 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 334.27 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

#### Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for a period of ten (10) consecutive years of this Fee Agreement. The application of such Special Source Revenue Credits shall begin in the same year as the Commencement Date and shall be provided by the County in an amount equal to the following percentages 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:

- i. Sixty percent (60%) for the first five (5) years of FILOT Payments; and
- ii. Thirty percent (30%) for years six (6) through ten (10) of FILOT Payments.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Revenue Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Revenue Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Company fail to meet either the Contract Minimum Investment Requirement or the Contract Minimum Jobs Requirement by the end of the Standard Investment Period, the Special Source Revenue Credits otherwise payable for years six (6) through ten (10) in an amount equal to thirty percent (30%) pursuant to Section 4.02(a) hereof shall be reduced to ten percent (10%) for years six (6) through ten (10) of the Fee Agreement; provided however, if the Company meets both the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement by the end of year

seven (7), the Special Source Revenue Credits the Company is entitled to receive shall be restored in accordance with Section 4.02(a) hereof for those remaining years of the term of this Fee Agreement. Under no circumstances will the Company be entitled to receive retroactive reimbursement for Special Source Revenue Credits reduced in past years in accordance with this Section 4.02(d).

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Revenue Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this 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 Revenue Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

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

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

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

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. 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 Revenue 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 production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

#### Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

#### Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

#### Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

#### Section 5.05 Mergers, Reorganizations and Equity Transfers

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

#### Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees during the Exemption Period, (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 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).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of

any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

#### Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

#### Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the

obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

#### Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

#### Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

#### Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

#### Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

#### Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “Defaulting Entity”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

#### Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

#### Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    Notices

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

If to the Company:

[Project Faith]  
Attn:

With a copy to:

Haynsworth Sinkler Boyd, P.A.  
Attn: 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

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

Attest:

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

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

**[PROJECT FAITH]**

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[To Come]**

**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 \_\_\_\_\_, 2022 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 \_\_\_\_\_, 2022 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$\_\_\_\_\_.

(2) As of December 31, 20\_\_, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$\_\_\_\_\_.

(3) **[Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.]** Of the total amount set forth in (2) above, \$\_\_\_\_\_ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**ORDINANCE NO. 2022-002**

**AN ORDINANCE TO PROVIDE FOR REDISTRICTING OF THE SEVEN COUNTY COUNCIL DISTRICTS OF ANDERSON COUNTY, AS TO POPULATION, PRIOR TO THE NEXT GENERAL ELECTION CYCLE FOLLOWING THE ADOPTION BY THE STATE OF SOUTH CAROLINA OF THE 2020 DECENNIAL CENSUS, PURSUANT TO SECTION 4-9-90, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Chapter 9 of Title 4, South Carolina Code, 1976, as amended (the “Code”), provides for the form and structure of county government in South Carolina: and,

**WHEREAS**, pursuant to such Chapter 9 of Title 4 of the Code, the County Council (the “County Council”) of Anderson County (the “County”) is currently organized in seven (7) single member County Council districts, numbered 1 through 7, inclusive, as duly directed by the voters of Anderson County pursuant to referendum; and

**WHEREAS**, Section 4-9-90 of the Code requires that all County Council districts must be reapportioned as to population by the County Council within a reasonable time prior to the next scheduled general election which follows the adoption by the State of South Carolina of each Federal Decennial Census; and

**WHEREAS**, the Act requires that the population variance between defined County Council election districts, pursuant to and following such reapportionment, shall not exceed ten percent (10%); and

**WHEREAS**, the State of South Carolina had now adopted the 2020 Federal Decennial Census; and,

**WHEREAS**, the next scheduled general election affecting Anderson County will be in November, 2022, with the primaries therefor scheduled for the Spring of 2022; and

**WHEREAS**, Anderson County Council therefore must reapportion the County Council districts of the County, pursuant to the Act, in sufficient time to conduct the aforementioned primaries.



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

1. In accordance with and pursuant to Section 4-9-90, South Carolina Code, 1976, as amended, and the 2020 Federal Decennial Census, as adopted by the State of South Carolina, the composition of the seven (7) current Anderson County Council districts is hereby revised, approved, and designated as shown on the attached map of Anderson County, South Carolina, and shall be as shown and designated on such map which is likewise approved, marked as Exhibit A, as the official designation of the seven (7) reapportioned Anderson County Council districts, to be effective immediately upon 3<sup>rd</sup> reading and approval of this Ordinance all as to be utilized for the November 2022 general election and all attendant primary activity thereto.

2. Anderson County Staff is hereby directed to prepare such hard copy and other media illustrations and representations of the attached map as are necessary to provide official notice of the reapportioned Anderson County Council districts, effective as noted herein and as to be utilized during the November 2022 general election and its attendant primaries, to the State Government of the State of South Carolina, and to all other interested and affected parties and individuals.

3. Should any part or provision of the Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All Ordinances, Orders, Resolutions, and actions of the County inconsistent herewith are hereby, to the extent of such inconsistency only, revoked, repealed, and superseded.

5. This Ordinance shall take effect and be in full force and effect after 3<sup>rd</sup> reading and enactment by County Council.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

Ordained this \_\_\_\_ day of \_\_\_\_\_ 2022, in meeting duly assembled.

**ATTTEST:**

\_\_\_\_\_  
Rusty Burns

Anderson County Administrator

\_\_\_\_\_  
Tommy Dunn, Chairman

\_\_\_\_\_  
Renee Watts

Clerk to Council

Approved As To Form:

\_\_\_\_\_  
Leon Harmon

Anderson County Attorney

First Reading: \_\_\_\_\_

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

Third Reading: \_\_\_\_\_

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

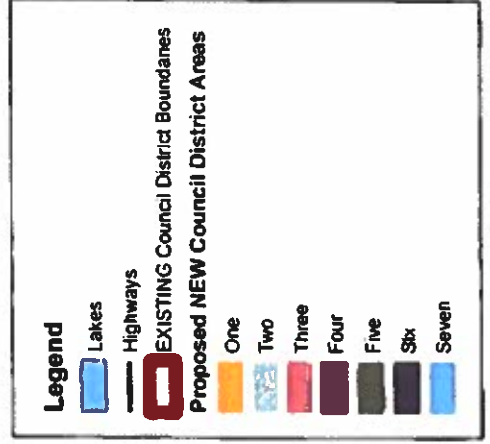
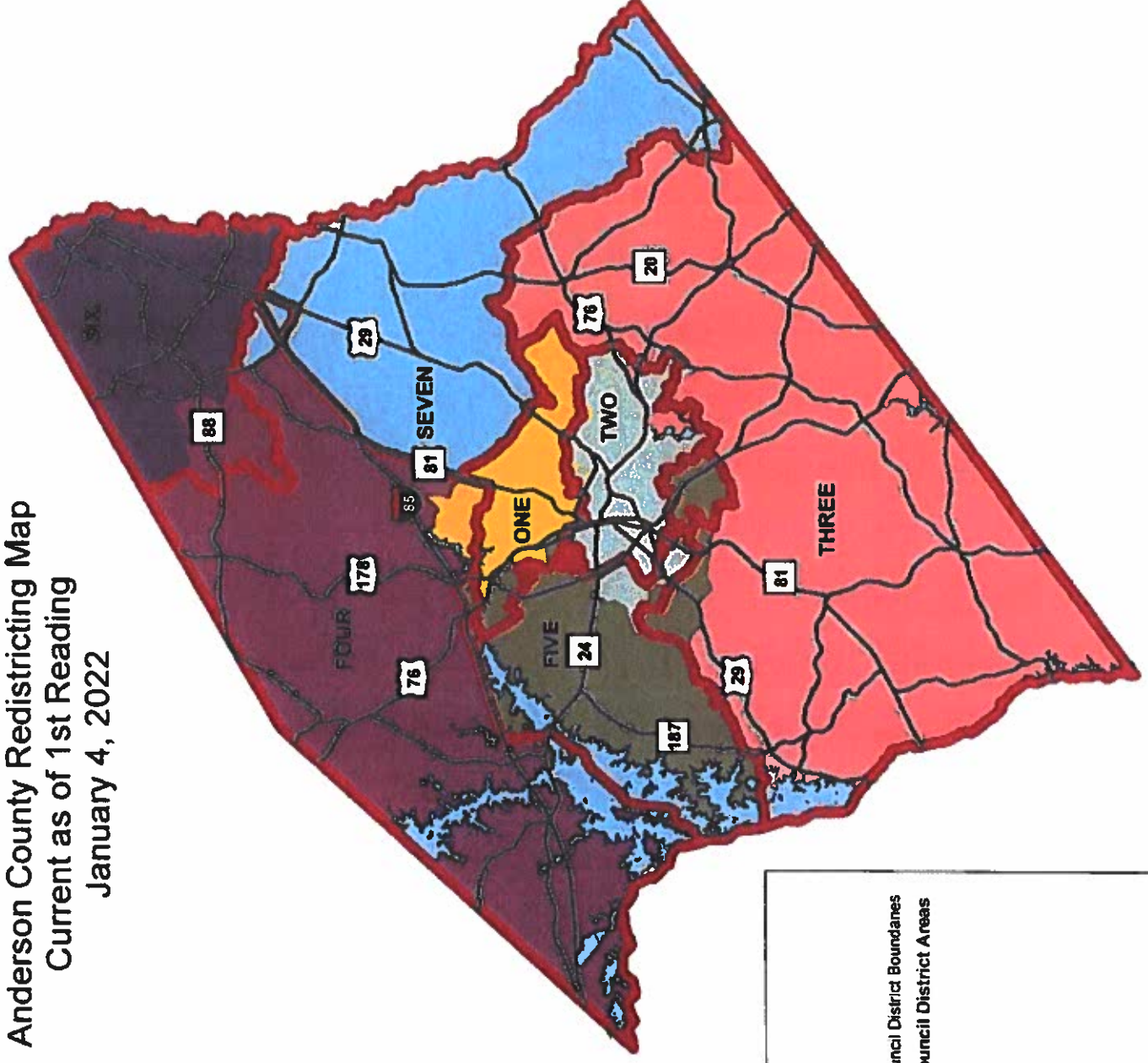
\_\_\_\_\_

**EXHIBIT A**

**REDISTRICTING MAP**

# EXHIBIT A

## Anderson County Redistricting Map Current as of 1st Reading January 4, 2022





# MEMORANDUM

## ADMINISTRATOR'S OFFICE

**DATE:** 12/30/2021

**TO:** **RUSTY BURNS**  
County Administrator  
**ALL COUNCIL MEMBERS**

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

**CC:** **RENEE WATTS**  
Clerk to Council

**SUBJECT:** **COUNTY COUNCIL REDISTRICTING MAP**  
Submittals for 1<sup>st</sup> Reading

Submitted with this cover memo please find:

- A handout version of the proposed redistricting map, showing all districts
- A data tally sheet
- Individual handout maps for each of the seven individual council districts

This draft redistricting map was prepared by staff in consultation with the S.C. Revenue and Fiscal Affairs Office (RFA). RFA staff has reviewed this redistricting and is of the opinion that it appears in compliance with all relevant state and federal laws, and is in keeping with the redistricting criteria adopted by our County Council.

Staff requests that Council adopt this map on 1<sup>st</sup> reading, followed by a scheduled public hearing at an appropriate point before third and final reading.

This map can be amended by act of Council as we move through the process. Minor changes are appropriate so long as they are not in violation of laws or contrary to redistricting criteria. For example: we may find before final adoption that some changes can be made which will improve the placement of boundaries, or avoid splitting of a voting precinct.

**Tommy Dunn**  
Chairman, District 5

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

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

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

**Glenn A. Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

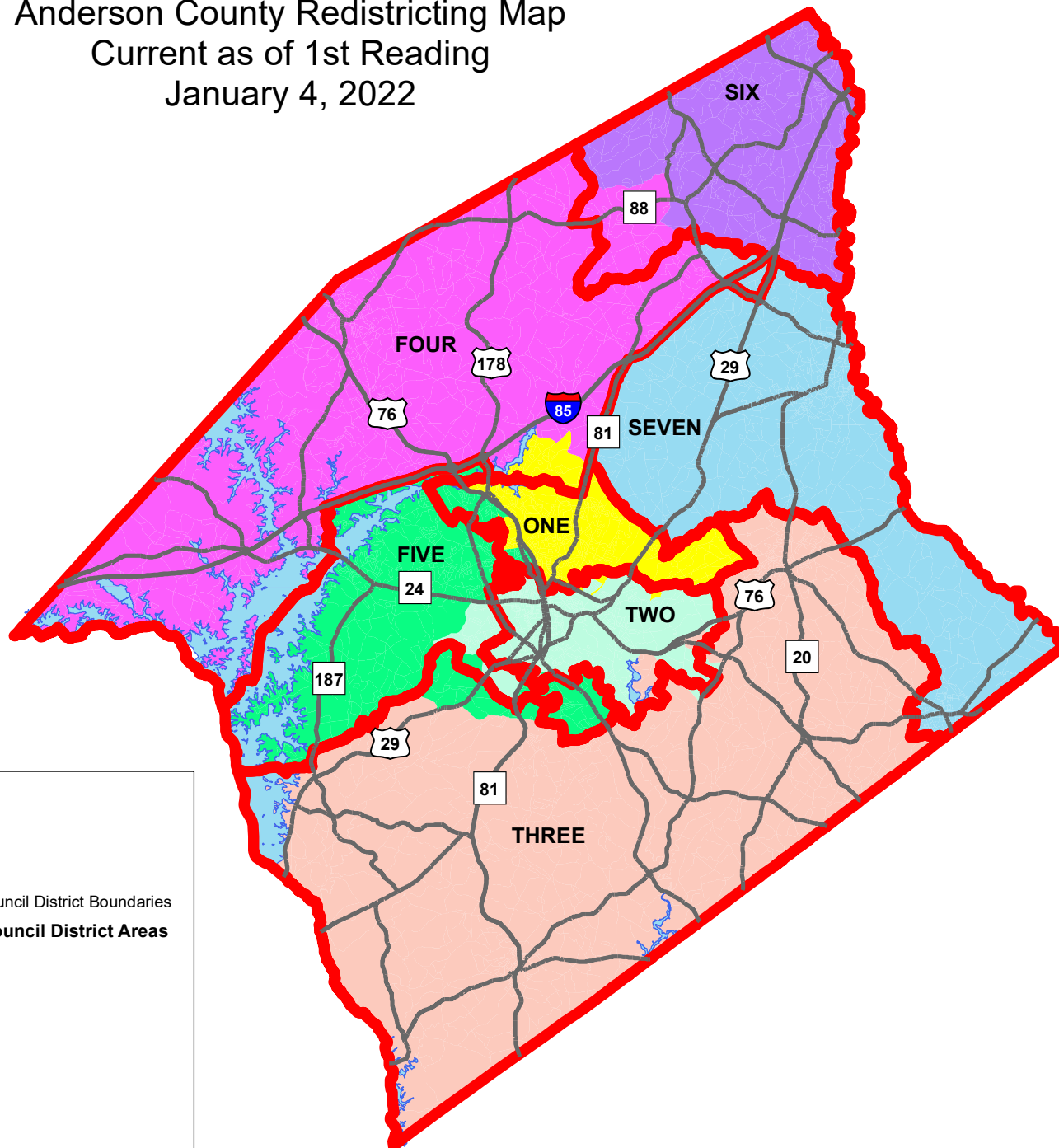
**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org

With that said—any wholesale changes would mean, in essence, a total redrawing of all existing council districts, and I would caution against such barring a compelling reason for doing so. Staff has made every effort to maintain the existing composition of the current district boundaries, and changes were made only where necessary or advisable.

Immediately after 1st reading, staff will make the maps available for public inspection on the county's website. In addition, printed large versions will be available for public inspection at the Historic Courthouse and other locations to be announced. Any proposed changes to the map prior to adoption will likewise be made available and publicized via news release and social media distribution.

Any questions from your constituents can be referred to my office. I can be reached at (864) 260-1010, or via email to [snewton@andersoncountysc.org](mailto:snewton@andersoncountysc.org)

Anderson County Redistricting Map  
Current as of 1st Reading  
January 4, 2022



**Legend**

- Lakes
- Highways
- EXISTING Council District Boundaries
- Proposed NEW Council District Areas**
- One
- Two
- Three
- Four
- Five
- Six
- Seven

**Anderson County Redistricting Map, Version Current as of 1st Reading (January 4, 2022)**  
**Data Tally Sheet**

District	Perfect District Size	Proposed District Population	Over/(Under)	% Deviation	NH DOJ Black Population*	NH DOJ Black Percentage*
One	29,103	27,956	(1,147)	-3.9%	3,466	12.40%
Two	29,103	27,754	(1,349)	-4.6%	13,762	49.59%
Three	29,103	27,696	(1,407)	-4.8%	3,076	11.11%
Four	29,103	29,546	443	1.5%	3,134	10.61%
Five	29,103	29,755	652	2.2%	4,551	15.29%
Six	29,103	30,518	1,415	4.9%	2,289	7.50%
Seven	29,103	30,493	1,390	4.8%	2,580	8.46%
		<b>203,718</b>			<b>32,858</b>	<b>16.13%</b>

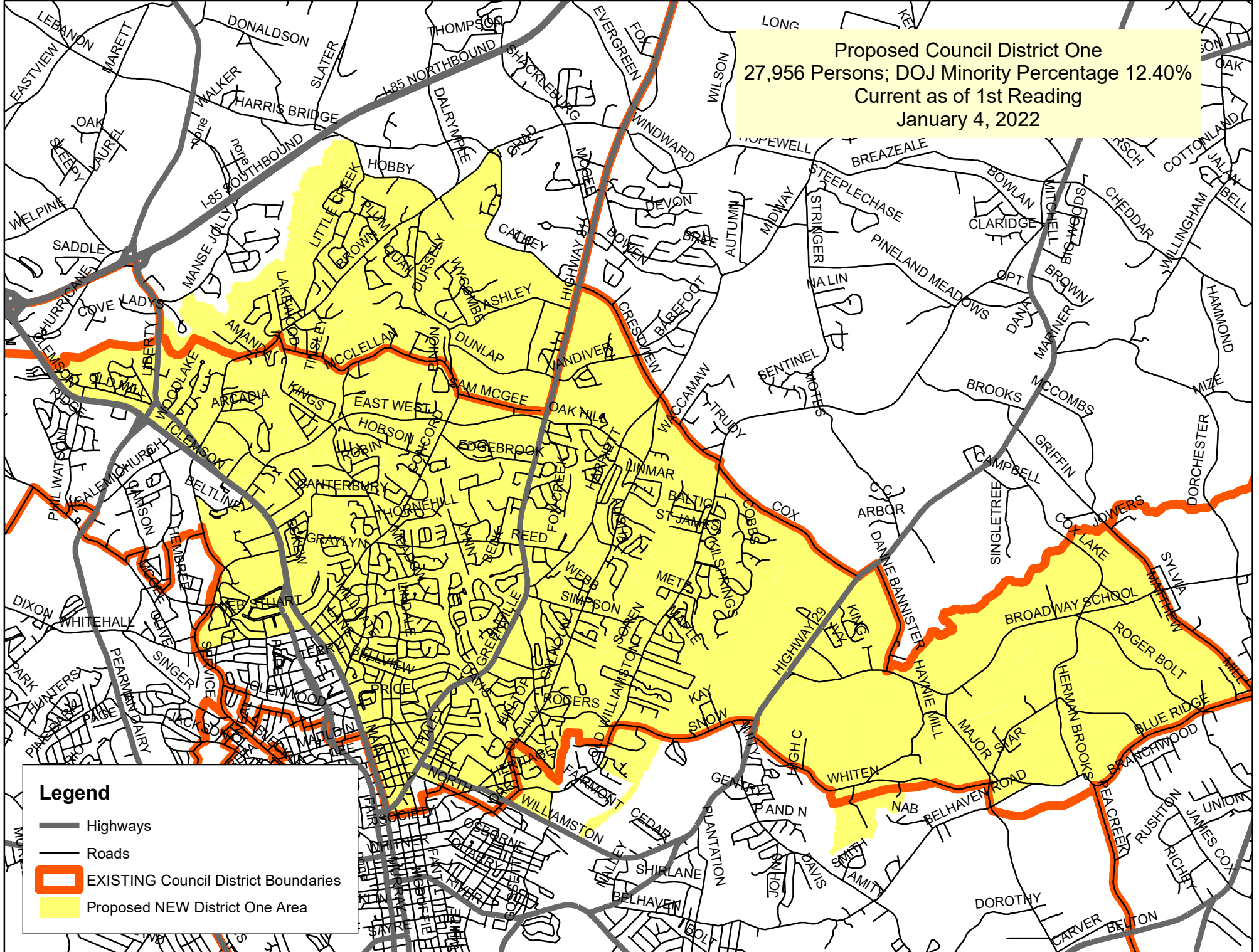
**Maximum Allowable District Size: 30,558**

**Maximum Allowable District Size: 27,648**

\* Calculated to ensure compliance with relevant sections of the Voting Rights Act



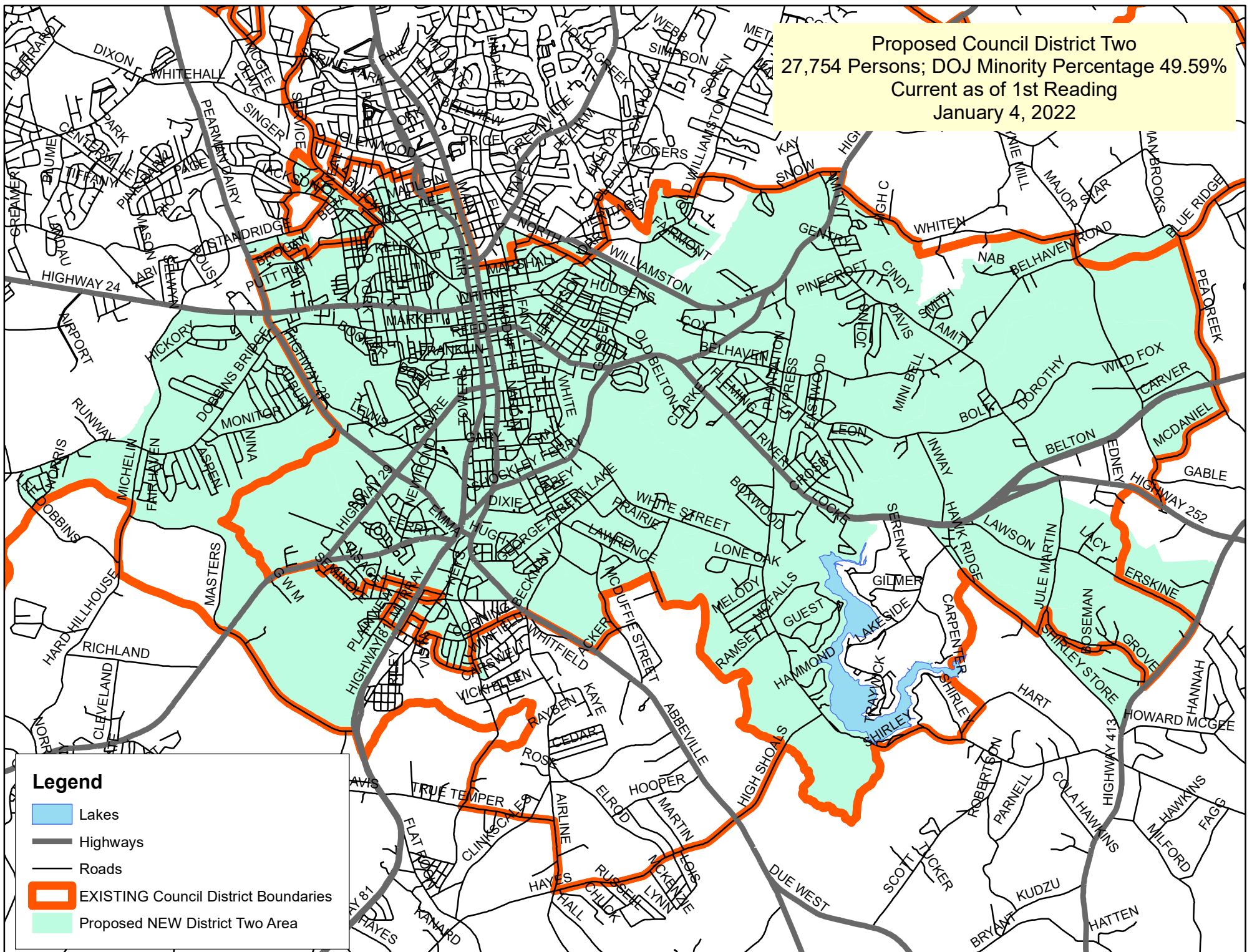
Proposed Council District One  
27,956 Persons; DOJ Minority Percentage 12.40%  
Current as of 1st Reading  
January 4, 2022








**Legend**

- Highways
- Roads
- EXISTING Council District Boundaries
- Proposed NEW District One Area

Proposed Council District Two  
27,754 Persons; DOJ Minority Percentage 49.59%  
Current as of 1st Reading  
January 4, 2022

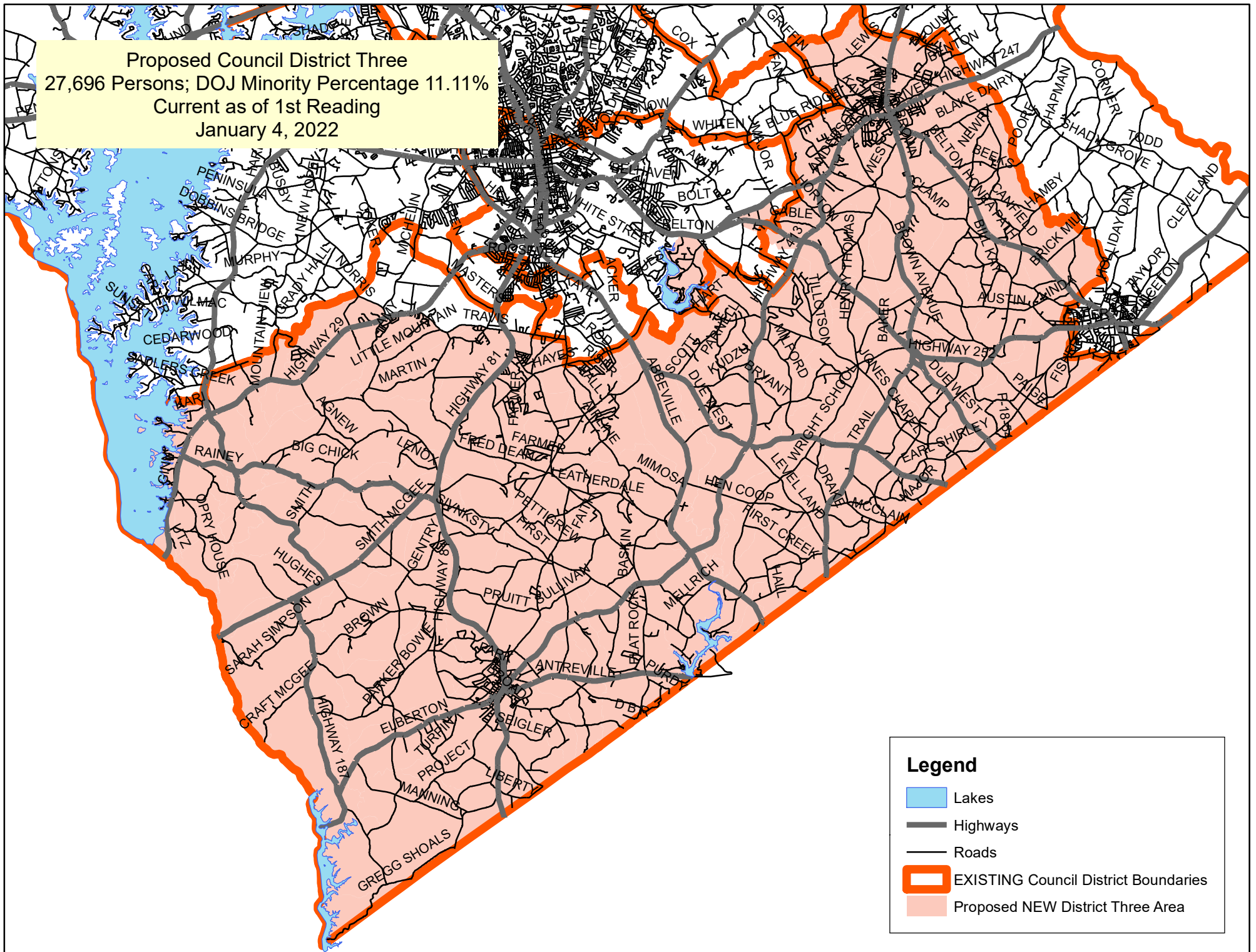


**Legend**

-  Lakes
-  Highways
-  Roads
-  EXISTING Council District Boundaries
-  Proposed NEW District Two Area



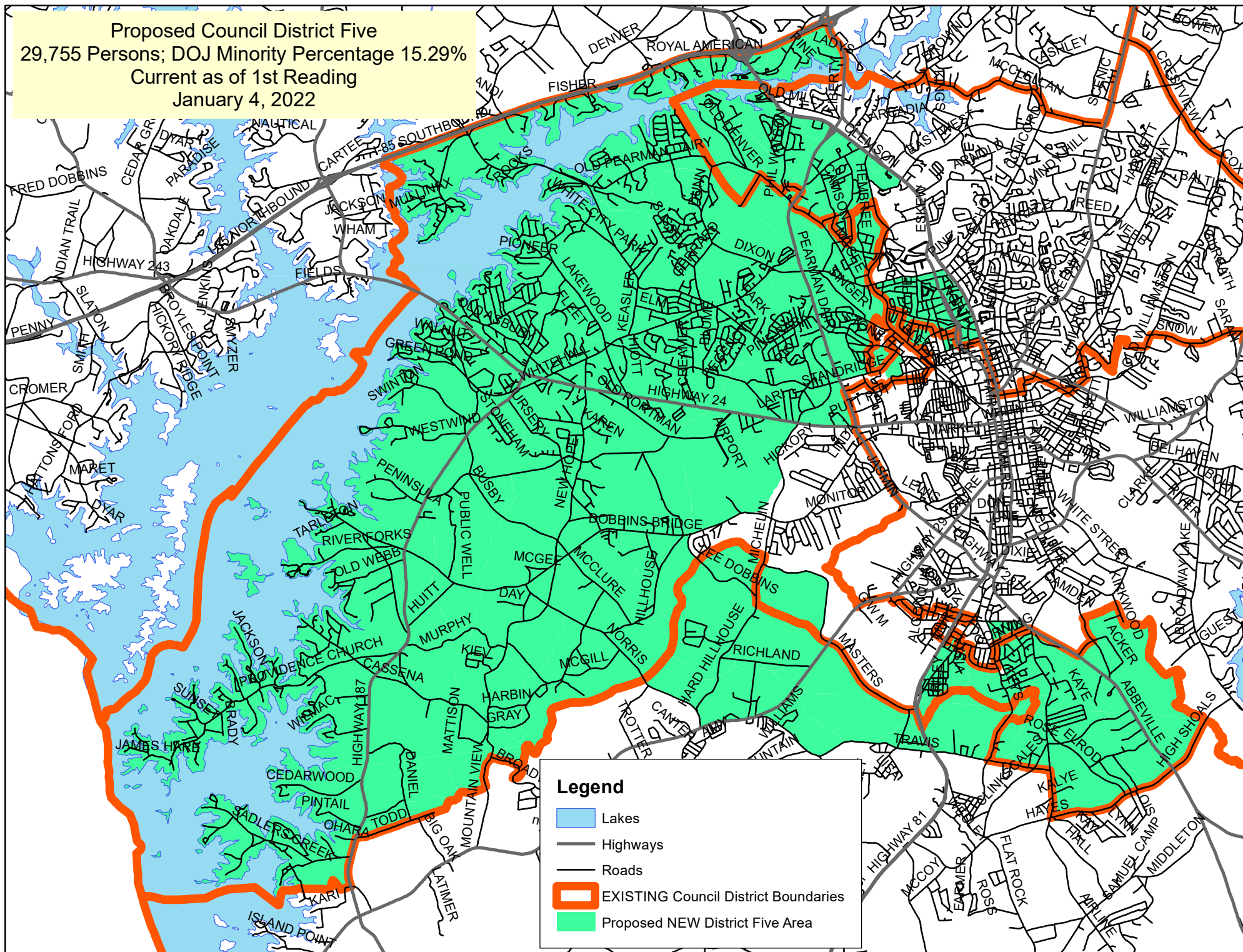
Proposed Council District Three  
27,696 Persons; DOJ Minority Percentage 11.11%  
Current as of 1st Reading  
January 4, 2022







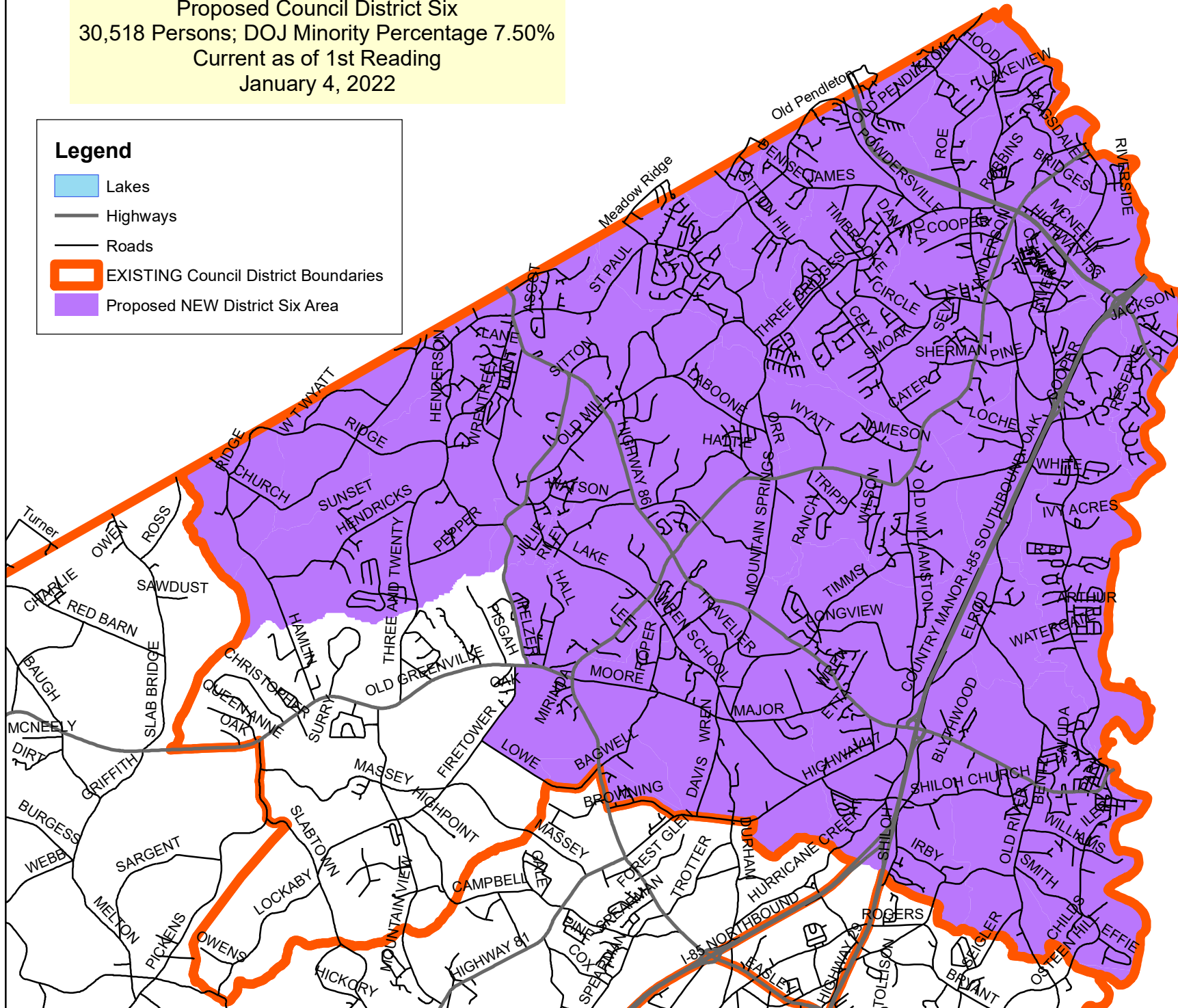
Proposed Council District Five  
29,755 Persons; DOJ Minority Percentage 15.29%  
Current as of 1st Reading  
January 4, 2022



Proposed Council District Six  
30,518 Persons; DOJ Minority Percentage 7.50%  
Current as of 1st Reading  
January 4, 2022

### Legend

- Lakes
- Highways
- Roads
- EXISTING Council District Boundaries
- Proposed NEW District Six Area







Proposed Council District Seven  
30,493 Persons; DOJ Minority Percentage 8.46%  
Current as of 1st Reading  
January 4, 2022

**Legend**

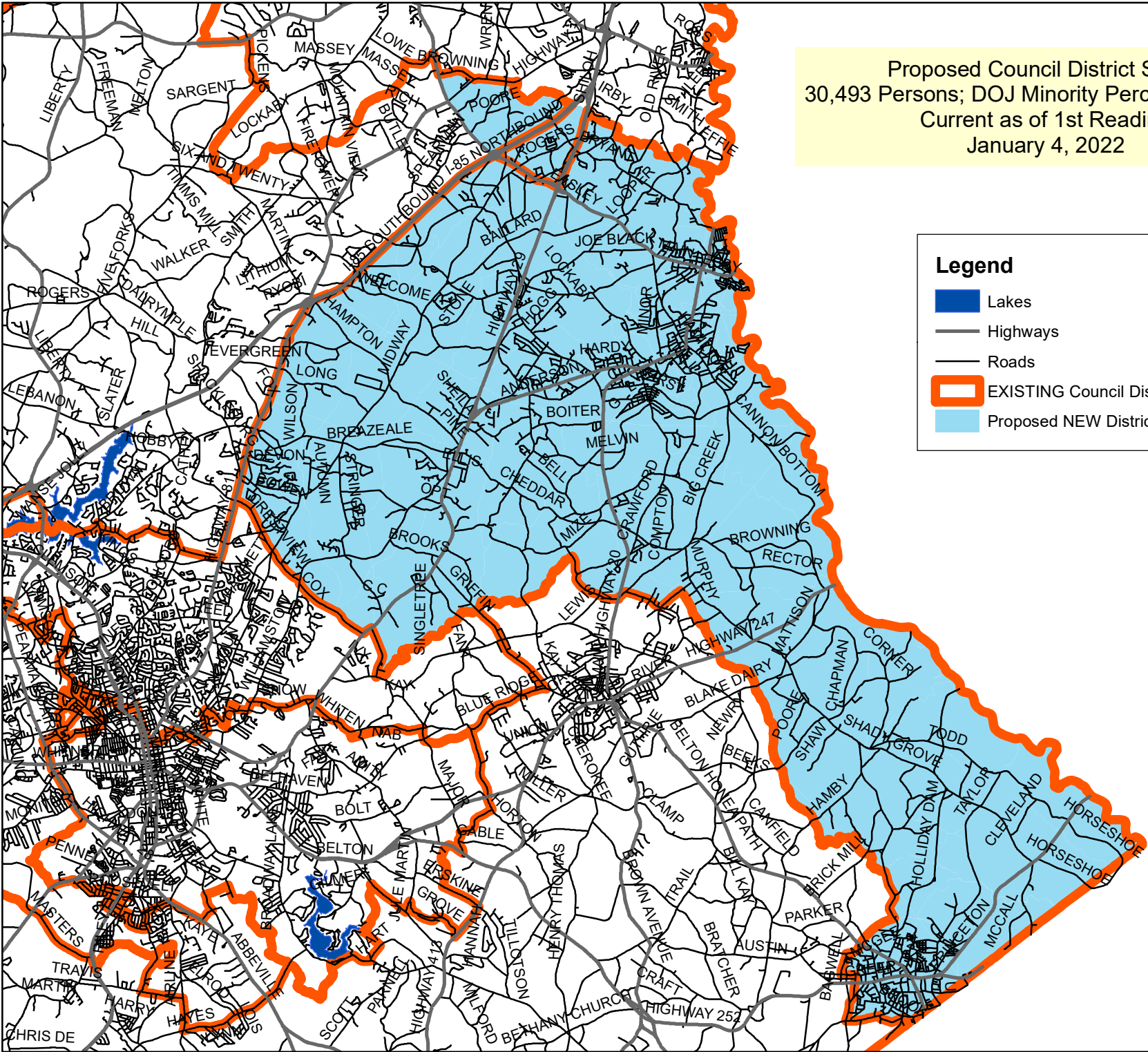
 Lakes

 Highways

 Roads

 EXISTING Council District Boundaries

 Proposed NEW District Seven Area



**RESOLUTION NO. R2022-003**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT FAITH, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT FAITH WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, Anderson County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS, PROJECT FAITH** (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its metal fabrication manufacturing facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least approximately \$3,825,000 in non-exempt investment and the expected creation of approximately 10 new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

**WHEREAS**, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

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



**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the ***“Multi-County Park Authority”***), the County intends to cause the site on which the Project is or will be located, to the extent not already therein located, in a multi-county industrial and business park (a ***“Park”***) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the ***“Park Agreement”***); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

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

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Companies of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***“Inducement Agreement”***) so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the ***“Fee Agreement”***).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

**DONE** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

Attest:

By: \_\_\_\_\_  
Rusty Burns, County Administrator  
Anderson County, South Carolina

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

Approved as to form:

By: \_\_\_\_\_  
Leon C. Harmon, County Attorney  
Anderson County, South Carolina

## INDUCEMENT AGREEMENT

**THIS INDUCEMENT AGREEMENT** (this “*Agreement*”) made and entered into as of \_\_\_\_\_, 2022 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “*County*”), and **PROJECT FAITH**, a South Carolina corporation (the “*Company*”).

WITNESSETH:

### ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “*FILOT Act*”) and Title 4, Chapter 1 (the “*Multi-County Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, “*Infrastructure*”); through all such powers the development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion of its metal fabrication manufacturing facility in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of at least approximately \$3,825,000 (the “*Investment Target*”) and the expected creation by the Company of at least approximately 10 net new, full-time, jobs (with benefits) with respect thereto (the “*Jobs Creation Target*”), all by December 31 of the fifth (5<sup>th</sup>) year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the “*Park*”) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the “*Park Agreement*”).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as

described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated \_\_\_\_\_, 2022, and on the terms and conditions set forth.

## **ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY**

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the "***Fee Agreement***").

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 334.27 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2021); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit against the Company's payments in lieu of taxes under the Park Agreement for a period of ten (10) years. The application of such special source credits shall be provided by the County in an amount equal to the following percentages of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period):

(a) Sixty percent (60%) for the first five (5) years of the payments in lieu of taxes under the Fee Agreement; and

(b) Thirty percent (30%) for years six (6) through ten (10) of the payments in lieu of taxes under the Fee Agreement.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company fail to collectively invest the FILOT Act Minimum Investment Requirement in connection with the Project, by the end of the Investment Period, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement (taking into account all infrastructure credits actually received) and the amount of *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into, with interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Investment Period.

### **ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANIES**

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target and the Jobs Creation Target during the Investment Period.

## **ARTICLE IV GENERAL PROVISIONS**

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee in Lieu of Tax and Special Source Credit Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2023, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of its rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties; provided, however, the County may terminate this Agreement if the Company fails to perform its obligations under the Agreement.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Companies.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

[Signature pages follow.]



**IN WITNESS WHEREOF**, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

---

Tommy Dunn, Chairman  
Anderson County Council

Attest:

By: \_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

**PROJECT FAITH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk of the County Council of Anderson County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of resolution duly adopted at a meeting of said County Council held on \_\_\_\_\_, 2022, at which meeting a quorum was at all times present.

**WITNESS MY HAND** this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Renee Watts, Clerk to Council  
Anderson County, South Carolina

# Anderson County Purchasing Department Bid Tabulation

BID #22-027 ACTC #122 RESURFACING

	Vendor	addend. & bond	BID / ALT. BID
1	PICKENS		\$596,683.30
2	ROGERS		\$610,165.49
3	KING		\$703,354.54
4	S AND S		NO RESPONSE
5	THRIFT DEVELOPMENT		NO RESPONSE
6	SLOAN		NO RESPONSE
7	PANAGAKOS		NO RESPONSE
8	THRIFT BROS.		NO RESPONSE
9			
10			
11			
12			
13			
14	AWARD TO:		Pickens Construction

**SECTION III: Addendum A**  
**Base Bid Form**  
**ACTC Project #122 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 #122 Resurfacing**

Bid No.: 22-027

<u>Qty.</u>	<u>U/M</u>	<u>Description</u>	<u>Total Price</u>
1	L/S	Project #122 Resurfacing :per attached itemized list	\$ <u>596,683.30</u>

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

## ROAD DESCRIPTION AND MILEAGE DETAILS

FILE NUMBER ACTC 122

PROJECT NUMBER: 122

### Powdersville Area

<u>Mileage</u>	<u>Street</u>	<u>From</u>	<u>To</u>
0.448	Pine Road (C-1-78)	SC 81	S-4-52

### Belton Area

<u>Mileage</u>	<u>Street</u>	<u>From</u>	<u>To</u>
0.547	Pebble Brook Lane (C 14 87b)	James Cox Road	Cul-de-sac

### SW Anderson County (Near Lake Hartwell)

<u>Mileage</u>	<u>Street</u>	<u>From</u>	<u>To</u>
1.239	Public Well Road	S-4-261	S-4-22

**2.234 Miles**

**TOTAL CONTRACT MILEAGE**

Line No.	Item Number	Description	Unit	Quantity	Unit Price	Total
0010	1031000	Mobilization	LS	1	19,000.00	19,000.00
0020	1071000	Traffic Control	LS	1	38,400.00	38,400.00
0030	2091000	Select Material for Shoulders	CY	150	40.00	6,000.00
0041	3063308	Cement Modified Recycled Base (8" Uniform)	SY	5782	7.60	43,943.20
0042	3063306	Cement Modified Recycled Base (6" Uniform)	SY	16000	6.55	104,800.00
0050	3069900	Portland Cement for CMR8	Ton	505	194.5	98,222.50
0060	3069900	Maintenance Stone	TON	41	22.00	902.00
0070	4011004	Liquid Asphalt Binder	TON	159	605.00	96,195.00
0080	4012060	Full Depth Asphalt Pavement Patching 6" Uniform	SY	200	47.40	9480.00
0090	4013990	Milling Existing Pavement (Variable)	SY	200	22.00	4,400.00
0100	4030340	Hot Mix Asphalt Surface Course Type C	TON	2799	44.80	125,395.20
0110	4031100	Hot Mix Asphalt Surface Course Type D	TON	25	58.00	1,450.00
0120	4060010	Asphalt Surface Treatment (Single Treatment)	SY	6848	2.07	14,175.36
0130	6020005	Permanent Construction Sings	SF	240	7.00	1,680.00
0140	6250010	4" White Solid Line (PVT Edge) F.D. Paint	LF	17818	.14	2,494.52
0150	6250025	24" White Solid Lines (Stop/Diagonal Lines) F.D. Paint	LF	140	1.10	154.00
0160	6250110	4" Yellow Solid Line (No Passing) F.D. Paint	LF	17818	.14	2,494.52
0170	6271010	4" White Solid Line (PVT Edge) Thermo 90 mil	LF	17818	.50	8,909.00
0180	6271025	24" White Solid Lines (Stop/Diagonal) Thermo 125 mil	LF	140	11.00	1,540.00
0190	6271074	4" Yellow Solid Line (No Passing) Thermo 90 mil	LF	17818	.50	8,909.00
0200	6301100	Perm Yellow Pvt Marker Bi-Dir. - 4"x4"	EA	136	8.25	1,122.00
0210	8100101	Permanent Grassing for Small Projects	ACRE	1.53	2,500.00	3,825.00
0220	8152007	Sediment Tubes	LF	144	18.00	2,592.00
0230	8153000	Silt Fence	LF	100	6.00	600.00
Total Costs						\$ 596,683.30

# Anderson County Purchasing Department Bid Tabulation

## BID #22-029 ASEC FIELD LIGHTING

	Vendor	addend. & bond	BID / ALT. BID
1	RIDGEWAY ELECTRICAL		BASE \$584,250.00
2			#1 \$182,500.00
3			#2 \$522,100.00
4			#3 \$357,200.00
5			#4 \$163,800.00
6	WEST ELECTRICAL		BASE \$469,500.00
7			#1 \$174,700.00
8			#2 \$509,300.00
9			#3 \$354,600.00
10			#4 \$150,900.00
11	CLEMENTS ELECTRICAL		BASE \$790,000.00
12			#1 \$240,000.00
13			#2 \$660,000.00
14			#3 \$460,000.00



	Vendor	addend. & bond	BID/ ALT. BID
15			#4 \$220,000.00
16	HILL ELECTRIC		NO RESPONSE
17	NGU		NO RESPONSE
18	MUSCO		NO RESPONSE
19	GLENN		NO RESPONSE
20	RB LIGHTING		NO RESPONSE
21	ISOM		NO RESPONSE
22	SUPER GREEN SOLUTIONS		NO RESPONSE
23	SUMMIT CONSTRUCTIONS		NO RESPONSE
24	JM BASEBALL		NO RESPONSE
25	PSI SPORTS		NO RESPONSE
26	MSW ELECTRICAL		NO RESPONSE
27	QUALITY ELECTRIC		NO RESPONSE
28	SKILL DEMAND		NO RESPONSE

	Vendor	addend. & bond	BID / ALT. BID
29	DAVIS POWER		NO RESPONSE
30	GLENN CONSTRUCTORS		NO RESPONSE
31	FIELD SPECIALTY		NO RESPONSE
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
<b>AWARD TO:</b>		West Electrical	Base Bid Only

*RA*

### SECTION III

#### Bid Form

Name of Party submitting the Bid: WEST ELECTRICAL CONTRACTORS OF NEWBERRY

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: Anderson Sports Complex Sports Field Lighting Improvements**

Bid No.: 22-029

ITEM	Qty.	UNIT	UNIT PRICE	TOTAL
Base Bid Baseball Fields 1 & 2	1	L/S	\$ 469,500	\$ 469,500.00
Alternate #1 Baseball Field 3	1	L/S	\$ 174,700	\$ 174,700.00
Alternate #2 Four Softball Fields	1	L/S	\$ 509,300	\$ 509,300.00
Alt #3 Three Soccer Fields	1	L/S	\$ 354,600	\$ 354,600.00
Alt #4 Tennis Courts & Pickleball Courts	1	L/S	\$ 150,900	\$ 150,900.00

**\* See Scope of Work**

Each individual bid item shall be determined from visiting the work site, reviewing the plans and specifications and all other portions of the bid documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Contractor's Agreement, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, the furnishing of tools, equipment, permanent and temporary construction signs, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, and all bonds, insurance and submittals, pursuant to the requirements of the Bid Package, including, but not limited to, the Contractor's Agreement and all Bid Documents, whether or not expressly listed or designated. It is understood that each item is estimated, and quantities may change and that the final bill will reflect actual quantities in place per the unit priced of that bid item.



# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** December 20, 2021

**TO:** Renee Watts  
Clerk to Council

**FROM:** Tim Cartee  
Land Development Administrator

**CC:** Holt Hopkins, Alesia Hunter

**SUBJECT:** Shackleburg Farms 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 road into the County Maintenance System.

This will add 1,334 feet of paved roads to the county maintenance system.

Developer: Mark III Properties, Inc.  
Location: Shackleburg Road  
County Council District: 4  
Roads: Fern Hollow Trail

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

**Tommy Dunn**  
Chairman, District 5

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

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

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

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA

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



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** 12/20/2021

**TO:** Alesia Hunter  
Development Standards

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** Shackleburg Farms Phase 2

---

To the best of my ability, I certify that there are no known drainage issues in **Phase 2 of Shackleburg Farms** 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 1,334 feet of paved roads to the county maintenance system.

District: 4

Location: Shackleburg Farms Phase 2

Roads: Fern Hollow Trail (P-06-0184)

**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

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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

Roads & Bridges Department

