



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**Special Presentation Meeting**  
**Tuesday, May 3, 2022, at 6:00 p.m.**  
**Historic Courthouse**  
**101 S. Main Street**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. RESOLUTIONS/PROCLAMATION:**

- a. **R2022-026:** A Resolution honoring the life and service of Jacky Hunter; and other matters related thereto.

Hon. Cindy Wilson

- b. **R2022-027:** A Resolution to proclaim May 15-21, 2022 as National Public Works Week; and other matters related thereto.

Hon. Tommy Dunn

**3. ADJOURNMENT**

**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, May 3, 2022, at 6:30 p.m.**  
**Historic Courthouse**  
**101 S. Main Street**  
**Anderson, South Carolina**  
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Hon. John Wright, Jr.

**3. APPROVAL OF MINUTES**

April 19, 2022

**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



**4. CITIZENS COMMENTS**

Non-Agenda Matters

**5. ANNUAL REPORT ON APPALACHIAN COUNCIL OF GOVERNMENTS SERVICES TO ANDERSON COUNTY**

Mr. Steve Pelissier

**6. ORDINANCE THIRD READING:**

- a. **2022-008:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 5.39 acres from R-20 (Single Family Residential District) to R-10 (Single-Family Residential District) on a parcel of land, identified as 5.39 acres on Evergreen Road in the North Pointe Precinct shown in Deed Book 15843 page 00246. The parcel is further identified as TMS #144-00-06-005. (District 4)

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2022-013:** An Ordinance to amend Chapter 38 of the Code of Ordinances, Anderson County, South Carolina, so as to provide for drainage and utility easements to convey stormwater and provide for location of other utilities in developments within Anderson County; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

- c. **2022-014:** An Ordinance to approve a ground lease agreement between Anderson County, South Carolina and Duke Energy Carolinas, LLC for a portion of Tax Map No. 122-00-01-001, The Civic Center parcel, for location of a battery storage system project; and other matters related matters. **(PUBLIC NOTICE HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

**7. ORDINANCE SECOND READING:**

- a. **2022-012:** An Ordinance authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement by and between Anderson County, South Carolina ("The County") and one or more companies collectively identified for the time being as Project 81 Logistics, acting for itself or themselves, one or more affiliates, and/or other project sponsors (collectively, the "Company"), pursuant to which the County shall covenant to accept certain negotiated fees in lieu of ad valorem taxes with respect to the establishment and/or expansion of certain facilities in the County (The "Project"); (2) the benefits of a multi-county industrial or business park to be made available to the company and the project and the distribution of revenues generated from the project with the County; (3) certain special source revenue credits in connection with the project; and (4) other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)



- b. **2022-016:** An Ordinance authorizing the transfer of real property located at 1299 Three and Twenty Road, Easley, South Carolina (TMS NO. 163-00-09-008) to the Three and Twenty Fire Department trustees; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- c. **2022-017:** An Ordinance authorizing the transfer of certain real properties located at 204 West Poplar Street, Iva, South Carolina (TMS 133-04-01-003); 57 Oak Street, Iva, South Carolina (TMS 133-02-06-003); and 717 Central Street, Iva, South Carolina (TMS 134-00-06-017) to the Town of Iva; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- d. **2022-018:** An Ordinance to provide approval for Anderson County to grant a perpetual and non-exclusive easement unto Duke Energy Carolinas, LLC upon a portion of the real property being Parcel A, 0.192 acres and Parcel B, 2.96 acres, as recorded in Plat Slide 1273, pages 5 and 6, Anderson County Register of Deeds for electric car charging stations within the City of Belton; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

## **8. ORDINANCE FIRST READING:**

- a. **2022-019:** An Ordinance to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2022, and ending June 30, 2023, and to make appropriations for such Anderson County budgets for county ordinary purposes and for other county purposes for which the county may levy a tax other than for Tri-County Technical College purposes; to provide for the levy of taxes on all taxable personal and real estate properties in Anderson County for such county ordinary purposes, including sufficient tax to pay the principal and interest on outstanding indebtedness of Anderson County maturing during said fiscal year; to adopt the operating and capital budgets of Anderson County for the fiscal year beginning July 1, 2022, and ending June 30, 2023, and to make appropriations for such Anderson County budgets, for Tri-County Technical College; to provide for the levy of taxes on all personal and real properties in Anderson county on which school taxes may be levied for such Tri-County Technical College purposes; to provide for the levy, assessment and collection of certain other taxes and fees; to provide for the expenditure of said taxes and other revenues coming to the county during said fiscal year; and to provide for other matters relating to Anderson County. **(TITLE ONLY)**

Mr. Tommy Dunn (allotted 5 minutes)

## **9. RESOLUTIONS:**

- a. **R2022-028:** A Resolution to request and support that the South Carolina General Assembly grant municipalities and counties the authority to issue building codes in addition to existing statewide building codes or amend building codes adopted by the Building Codes Council; and other matters related thereto.

Ms. Cindy Wilson (allotted 5 minutes)



**10. CHANGE ORDERS/BID APPROVALS:**

- a. Change Order for 2022 Pavement Marking Contract
- b. Toxaway Riverside Mill Site RFQ #22-041
- c. ACTC #125 Resurfacing Bid #22-048
- d. King David Expansion Bid #22-051

**11. SYRACUSE ROAD SPEED HUMP REQUEST**

Mr. Matt Hogan

**12. ADMINISTRATOR'S REPORT:**

**13. CITIZENS COMMENTS**

Non-Agenda Matters

**14. REMARKS FROM COUNCIL**

**15. 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 2022-026**

**A RESOLUTION HONORING THE LIFE AND SERVICE OF  
JACKY HUNTER; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County Auditor Jacky Hunter recently departed from this life, leaving behind a community of family, friends, and neighbors saddened by his loss; and,

**WHEREAS**, Jacky was, without a doubt, a true Anderson institution, having served for many years as the county's Election Commission Director and Finance Manager prior to assuming elected office; and,

**WHEREAS**, no matter what position he held, the citizens of Anderson benefited greatly from his sharp financial acumen and intuitive sense for numbers; and

**WHEREAS**, Jacky was known by his colleagues for his efforts to provide vigilance and oversight on behalf of the taxpayer, for whom he left no stone unturned in his mission to ensure accuracy and strict adherence to the laws governing the duties to which he had been entrusted; and

**WHEREAS**, Jacky will be long and well-remembered by his colleagues and constituents, and though he will be missed we take comfort in knowing he has received his Eternal Reward;

**NOW, THEREFORE, BE IT RESOLVED** that the Anderson County Council hereby celebrates the life and service of George Jackson "Jacky" Hunter Jr., a true friend to us all. We extend our sympathies to his loving wife Janis and their family, and thank them for providing Jacky with the support he needed to serve our community. He will truly be missed.

**RESOLVED** in a meeting duly assembled this 3rd day of May, 2022.

**FOR ANDERSON COUNTY:**

\_\_\_\_\_  
Tommy Dunn, Chairman  
District Five

\_\_\_\_\_  
John B. Wright, Jr.  
District One

\_\_\_\_\_  
Glenn Davis  
District Two

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

\_\_\_\_\_  
Brett Sanders  
District Four

\_\_\_\_\_  
Jimmy Davis  
District Six

\_\_\_\_\_  
M. Cindy Wilson  
District Seven

**ATTEST:**

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

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



**RESOLUTION R2022-027**

**A RESOLUTION TO PROCLAIM MAY 15-21, 2022 AS NATIONAL PUBLIC WORKS WEEK; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Anderson County; and,

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are managers, engineers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in Anderson County to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2022 marks the 62<sup>nd</sup> annual National Public Works Week sponsored by the American Public Works Association,

**NOW, THEREFORE, BE IT RESOLVED** that Anderson County Council does hereby designate the week May 15 – 21, 2022 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

**RESOLVED** in a meeting duly assembled this 3<sup>rd</sup> day of May, 2022

**FOR ANDERSON COUNTY**

**ATTEST:**

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Tommy Dunn  
County Council Chairman

---

Rusty Burns  
County Administrator

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Renee D. Watts  
Clerk to Council

State of South Carolina     )

County of           Anderson     )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
APRIL 19, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: I'm going to  
2 call the special presentation meeting of April 19th,  
3 2022 to order. I want to thank everyone and welcome  
4 everyone for being here tonight. We're going to start  
5 with Resolution/Proclamation 2(a), R2022-024, a  
6 Resolution supporting the South Carolina American  
7 Revolution Sestercentennial Commission and recognizing  
8 and approving the Anderson County 250 Committee; and  
9 other matters related thereto.  
10 WHEREAS, the mission of the South Carolina American  
11 Revolution Sestercentennial Commission (250th  
12 Anniversary Commission, also known as SC250) is to  
13 celebrate and promote South Carolina's role in the  
14 American Revolution by educating, engaging, and  
15 inspiring South Carolinians and visitors; and  
16 WHEREAS, the SC250 Commission is seeking  
17 partnerships with counties and municipalities to  
18 further its mission by forming local committees to  
19 further its mission; and  
20 WHEREAS, the Anderson County 250 Committee will  
21 focus on important events, people, and places during  
22 the Revolutionary Era within Anderson County to  
23 promote, observe and celebrate Anderson County's role  
24 in the American Revolution by educating, engaging, and  
25 inspiring South Carolinians and visitors, thereby  
26 enhancing historical tourism opportunities.  
27 THEREFORE BE IT RESOLVED that the Anderson County  
28 Council, in a meeting duly assembled this 19th day of  
29 April 2022, hereby recognizes the Anderson County 250  
30 Committee as its official committee, will partner with  
31 SC250, and will support initiatives of the SC250  
32 Commission, including above-mentioned efforts to  
33 enhance historical tourism opportunities in Anderson  
34 County.  
35 I put that in the form of a motion.  
36 CINDY WILSON: Second.  
37 TOMMY DUNN: Second Ms.  
38 Wilson. Any discussion?  
39 This come from the governor's office, asked us to  
40 put this and participate. And I think it's a great  
41 idea and a great thing. So we want to make sure we get  
42 out part and get our story told what Anderson County  
43 done as part in that thing. Any more discussion?  
44 CINDY WILSON: May I?  
45 TOMMY DUNN: Yes, ma'am, Ms.  
46 Wilson.  
47 CINDY WILSON: After all,  
48 South Carolina played a huge role in our country's  
49 liberty.  
50 TOMMY DUNN: They did, and



1 Anderson did, too. We want to make sure we tell the  
 2 story that Anderson done. Anyone else? All in favor  
 3 of the motion show of hands. All opposed like sign.  
 4 Show the motion carries unanimously.

5 Let the record show that Mr. Graham, I believe,  
 6 texted earlier; he'll be here but he's going to be a  
 7 little bit late. He's taking care of a constituent  
 8 issue I think down at the Annex.

9 We're going to move on now to item 2(b), R2022-025,  
 10 a Resolution congratulating Split Creek Farm for  
 11 placing first in the United States and third in the  
 12 World at the World Championship Cheese Contest; and  
 13 other matters related thereto.

14 Be Vice Chairman, Mr. Brett Sanders.

15 BRETT SANDERS: Thank you, Mr.  
 16 Chairman.

17 THIS IS A RESOLUTION CONGRATULATING SPLIT CREEK  
 18 FARM FOR PLACING FIRST IN THE UNITED STATES AND THIRD  
 19 IN THE WORLD AT THE WORLD CHAMPIONSHIP CHEESE CONTEST;  
 20 AND OTHER MATTERS RELATED THERETO.

21 WHEREAS, Split Creek Farm, a Grade A goat dairy  
 22 farm located in Anderson County and co-owned by Jessica  
 23 Bell and Sandra Coppage, has been producing artisan  
 24 goat milk products for more than 30 years and operates  
 25 as a true farmstead operation, raising animals on the  
 26 farm to produce the milk used in making products  
 27 on-site, by hand; and

28 WHEREAS, the World Championship Cheese Contest, the  
 29 world's premier technical cheese, butter, and yogurt  
 30 competition, has been hosted by the Wisconsin Cheese  
 31 Makers Association biennially since 1957, and was most  
 32 recently held March 1-3, 2022, in Madison, Wisconsin;  
 33 and

34 WHEREAS, at the 2022 World Championship Cheese  
 35 Contest, Split Creek Farm placed first in the United  
 36 States and third in the world, scoring a 99.25 for Feta  
 37 marinated in Olive Oil with Sundried Tomatoes and  
 38 herbs;

39 THEREFORE, BE IT RESOLVED that the Anderson County  
 40 Council, in a meeting duly assembled this 19th day of  
 41 April 2022, hereby congratulates Split Creek Farm for  
 42 its success at the World Championship Cheese Contest  
 43 and thanks them for doing Anderson County, the State of  
 44 South Carolina and the United States proud.

45 I put that in the form of a motion.

46 CINDY WILSON: Second.

47 TOMMY DUNN: Have a motion

48 Mr. Sanders and second Ms. Wilson. Any discussion?

49 BRETT SANDERS: Mr. Chairman.

50 TOMMY DUNN: Mr. Sanders.

1                   BRETT SANDERS:                   With everything  
2 -- all our corporate farms and things that we have  
3 going on now, it's nice to see that a family ran small  
4 farm can compete at a level this high. I mean, it's a  
5 testament to the hard work and time that's put in. And  
6 evidently, you're doing the right thing and it's  
7 showing. So we appreciate you. And I appreciate you  
8 guys being in Pendleton and in my district. Thank you.

9                   TOMMY DUNN:                   I'd just like  
10 to say, too, I appreciate what all y'all do. Y'all  
11 represent Anderson County well and the farming  
12 industry. And I think this is not the first big  
13 recognition y'all have received; is it? This is one of  
14 many. Something to be very, very proud of. And keep  
15 up the good work. Appreciate y'all very much.

16           Anyone else? All in favor of the motion show of  
17 hands. All opposed like sign. Show the motion carries  
18 unanimously.

19           Y'all step on up.

20                                   **PRESENTATION OF RESOLUTION**

21   **APPLAUSE**

22                   TOMMY DUNN:                   At this time  
23 that will conclude this part of the meeting. We'll be  
24 back and reconvene at 6:30 to start our regular council  
25 meeting.

26  
27                   **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:09 P.M.)**

State of South Carolina     )  
County of           Anderson     )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
APRIL 19, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: At this time  
2 I'd like to call the regular Anderson County meeting to  
3 order of April 19th. I'd like to welcome each and  
4 every one of you here tonight. Thank y'all for coming.  
5 At this time I'd like to ask Councilman Vice  
6 Chairman Brett Sanders if he would lead us in the  
7 invocation and pledge of allegiance. If we'd all rise,  
8 please.  
9 BRETT SANDERS: Thank you, Mr.  
10 Chairman. Let's bow our heads.  
11 **INVOCATION AND PLEDGE OF ALLEGIANCE BY BRETT SANDERS**  
12 TOMMY DUNN: We're going to  
13 move on to item number 3, approval of the April 5th  
14 minutes. Are there any corrections to be made to those  
15 minutes?  
16 CINDY WILSON: May I, Mr.  
17 Chairman?  
18 TOMMY DUNN: Ms. Wilson.  
19 CINDY WILSON: There's just a  
20 typo on page 5, line 27, seems like seconds are hours  
21 instead of or hours.  
22 TOMMY DUNN: Okay.  
23 CINDY WILSON: And that's the  
24 only change that I have.  
25 TOMMY DUNN: Anyone else  
26 have anything. Ms. Wilson want to make the motion to  
27 accept the minutes with that change?  
28 CINDY WILSON: May we accept  
29 the minutes as presented with that one correction.  
30 BRETT SANDERS: Second.  
31 TOMMY DUNN: Motion Ms.  
32 Wilson; second by Mr. Sanders. All in favor of the  
33 motion show of hands. All opposed like sign. Show the  
34 motion carries unanimously.  
35 We're going to move on now to item number 4,  
36 citizens comments. This first go-around is on agenda  
37 items only. And you have three minutes. Address the  
38 Chair, please, when Mr. Harmon calls your name. And  
39 please state your name and district just for the  
40 record.  
41 Mr. Harmon.  
42 LEON HARMON: Mr. Chairman,  
43 no one is signed up to speak at this time.  
44 TOMMY DUNN: Okay. We're  
45 going to move on now to item -- before we get any  
46 further, I'm sorry, we'll do a little housekeeping.  
47 Mr. Harmon, do you want to introduce your new protégé  
48 who's helping you?  
49 LEON HARMON: Yes. I'd like  
50 to introduce to Council Jordan Thayer. Jordan is the

1 son of Dr. Mark Thayer and Representative Ann Thayer.  
 2 He is a West Virginia Law School graduate. He's been a  
 3 law clerk to the Honorable Lawton McIntosh and has also  
 4 worked as an assistant solicitor. And I, of all  
 5 people, am glad to have him here.

6 TOMMY DUNN: I bet you are.  
 7 Welcome aboard to Anderson County. Yes, sir.

8 We're going to move on now to item number 5, third  
 9 reading, 5(a). This is going to be 2022-004, an  
 10 Ordinance to amend Section 38-311(C) of the Anderson  
 11 County, South Carolina, Code of Ordinances to add an  
 12 additional subsection to establish a time frame for  
 13 consideration of previously disapproved projects by the  
 14 Planning Commission; and other matters related thereto.

15 Mr. Harmon, would you mind just explaining this  
 16 just a little bit?

17 LEON HARMON: Yes, Mr.  
 18 Chairman. What this Ordinance would do is once a  
 19 project has been to the Planning Commission and has  
 20 come back a second time, it would then require that the  
 21 project wait six months before another preliminary plat  
 22 may be presented to the Planning Commission regarding  
 23 that project.

24 TOMMY DUNN: Thank you, Mr.  
 25 Harmon. This is going to be a public hearing. Anyone  
 26 wishing to speak to this matter, please step forward,  
 27 state your name, your district and address the Chair,  
 28 please. Anyone at all?

29 FEMALE: (Inaudible.)

30 TOMMY DUNN: On this matter?

31 FEMALE: (Inaudible.)

32 TOMMY DUNN: No. You had to  
 33 sign up -- you sign up for agenda items and non-agenda  
 34 items. Agenda items is at the front of the meeting and  
 35 non-agenda items are at the rear of the meeting. So  
 36 you've got something you want to say on this matter?

37 FEMALE: (Inaudible.)

38 TOMMY DUNN: Okay. Well, if  
 39 you do, I mean we can let you come up here and say  
 40 something if you've got something you need to say on  
 41 this matter? Oh, is it on something else or is it on  
 42 this matter?

43 FEMALE: (Inaudible.)

44 TOMMY DUNN: Okay. Right

45 there. Rusty, help her.

46 DOLLY MERRITT: Okay. I came  
 47 to a council meeting ---

48 TOMMY DUNN: State your name  
 49 and district, ma'am, please, for the record.

50 DOLLY MERRITT: Okay. My name

1 is Dolly Merritt and I'm from Powdersville; Jimmy  
 2 Davis's district. I was in a Planning Commission  
 3 meeting months ago and the matter came up about the new  
 4 subdivision across from Concrete Elementary. And it  
 5 was voted down. So is this ordinance now saying that  
 6 it can come back two times after being voted down?

7 TOMMY DUNN: It keeps it  
 8 from coming back up after it's been. This Ordinance  
 9 won't affect that one because this Ordinance is not in  
 10 effect yet. It takes three readings.

11 DOLLY MERRITT: But I'm saying  
 12 once this Ordinance goes into effect ---

13 TOMMY DUNN: Once this  
 14 ordinance goes into effect, there's a time frame, you  
 15 can bring something up twice. Once it fails twice, it  
 16 has to have a grace period before it can come back up.  
 17 Well, now as it is, you can just keep bringing it back  
 18 up, keep bringing it back up.

19 DOLLY MERRITT: Gotcha. Thank  
 20 you for explaining that.

21 TOMMY DUNN: Yes, ma'am.  
 22 Anyone else? Seeing and hearing none, public hearing  
 23 will be closed. Do we have a motion to move this  
 24 forward?

25 RAY GRAHAM: So moved.

26 CINDY WILSON: So moved.

27 TOMMY DUNN: Motion Mr.

28 Graham; second Ms. Wilson. Any discussion? Hearing  
 29 none, all in favor of the motion show of hands. All  
 30 opposed like sign. Show the motion carries  
 31 unanimously.

32 We're going to move on to item number 5(b),  
 33 2022-009, an Ordinance to provide for the creation of  
 34 the River Oaks Special Tax District; to establish the  
 35 nature of services to be performed therein; to  
 36 designate the uniform service charge in the River Oaks  
 37 subdivision special tax district; to provide for the  
 38 operation of the River Oaks subdivision special tax  
 39 district; and other matters related thereto.

40 This is saying to them to bring their roads up, it  
 41 has to be signed by, I think, seventy-five percent of  
 42 the people that lives in that subdivision. This goes  
 43 on our tax bill to pay a bond to get their roads  
 44 brought up to county standards because when they was  
 45 brought in -- when the roads was built they didn't meet  
 46 county specs and they wasn't took in the county. This  
 47 is to keep everybody from coming in and having been  
 48 shoddy work. But this is what this is about. Do we  
 49 have a motion to move this forward?

50 CINDY WILSON: So moved.

1 TOMMY DUNN: Motion Ms.  
2 Wilson. Do I have a second?  
3 JIMMY DAVIS: Second.  
4 TOMMY DUNN: Second Mr.  
5 Jimmy Davis. Now any discussion? Seeing and hearing  
6 none, all in favor of the motion show of hands. All  
7 opposed like sign. Show the motion carries  
8 unanimously.  
9 If there's no objections, I'm going to skip over  
10 item number 5(c). We'll come back to that one when the  
11 gentleman arrives. He's been detained a little bit.  
12 We're going to move on to 6. Point of privilege, if  
13 there's no objections.  
14 Seeing and hearing no objections, we're going to  
15 move on to item number 6(a), second reading. This is  
16 going to be 2022-008, an Ordinance to amend Ordinance  
17 #99-004, the Anderson County Zoning Ordinance, as  
18 adopted July 20, 1999, by amending the Anderson County  
19 Official Zoning Map to rezone +/- 5.39 acres from R-20  
20 (Single Family Residential District) to R-10  
21 (Single-Family Residential District) on a parcel of  
22 land, identified as 5.39 acres on Evergreen Road in the  
23 North Pointe Precinct shown in Deed Book 15843 page  
24 00246. The parcel is further identified as TMS  
25 #144-00-06-005. This is in District 4. This will be a  
26 public hearing. Anyone wishing to speak to this  
27 matter, please step forward and state your name and  
28 district and address the chair, please. Anyone at all?  
29 Seeing and hearing none, the public hearing will be  
30 closed. Do we have a motion to put this on the floor?  
31 BRETT SANDERS: So moved.  
32 TOMMY DUNN: Motion Mr.  
33 Sanders to move forward. Do we have a second?  
34 JIMMY DAVIS: Second.  
35 TOMMY DUNN: Second by Mr.  
36 Davis; that's Mr. Jimmy Davis. Any discussion? Seeing  
37 and hearing none, all in favor of the motion show of  
38 hands. All opposed like sign. Show the motion carries  
39 unanimously.  
40 If it's all right for everyone, we're going to go  
41 back to item number 5(c). This will be item number  
42 5(c), 2022-011, an Ordinance authorizing the execution  
43 and delivery of a fee in lieu of tax agreement by and  
44 between Anderson County, South Carolina and Kelley  
45 Engineering, LLC, formerly known to the County as  
46 Project Yell, with respect to certain economic  
47 development property in the County, whereby such  
48 property will be subject to certain payments in lieu of  
49 taxes including the provision of certain special source  
50 credits; and other matters related thereto. Again,

1 this was Project Yell.

2 Anyone wishing to speak to this -- this will be a  
3 public hearing we're going to go into. Anyone wishing  
4 to speak to this matter, please step forward, again,  
5 and state your name and district for the record.  
6 Anyone at all? Seeing and hearing none, the public  
7 hearing will be closed. Do we have a motion to move  
8 this forward?

9 CINDY WILSON:

So moved.

10 RAY GRAHAM:

So moved.

11 TOMMY DUNN:

Motion Ms.

12 Wilson; second Ray Graham, Councilman Graham. Open the  
13 floor up for discussion.

14 CINDY WILSON:

May I?

15 TOMMY DUNN:

Ms. Wilson.

16 CINDY WILSON:

I'm slow

17 putting two and two together here. I knew this was a  
18 very good project, but I didn't know it was one of our  
19 fellow church members from childhood. And Mr. Kelley,  
20 the elder, has been a part of our HAZMAT team here for  
21 years. So this is a homegrown company, truly, and  
22 we're so blessed to have them. A very high caliber  
23 group of people. Thank you.

24 TOMMY DUNN:

Anyone else?

25 Mr. Davis.

26 JIMMY DAVIS:

Mr. Chair,

27 thank you. I told Mr. Kelley earlier how excited I was  
28 when I found out what this was. And I was there when  
29 we had the grand opening there on Highway 17 with Matt  
30 and the rest of the family. And I am thrilled today to  
31 see the growth of this young company. And I'm excited  
32 about the future and what they hold. They're great  
33 Anderson County residents and I'm excited to see this  
34 happening tonight. Thank you, Mr. Chair.

35 TOMMY DUNN:

Mr. Graham.

36 RAY GRAHAM:

Thank you, Mr.

37 Chairman. Just want to commend you guys, as well.

38 Barry, I've known you for quite sometime on the HAZMAT  
39 team. Matt, it's great to see the development that we  
40 have here in Anderson County. But to see the homegrown  
41 growth and to see you succeed and be successful in your  
42 business, it's really a tremendous pleasure to see this  
43 coming before us tonight. And definitely wish you guys  
44 the best. Thank y'all so much for investing in  
45 Anderson County.

46 TOMMY DUNN:

Thank y'all.

47 Anyone else? I just want to say it is very exciting.

48 It's an honor and great to see y'all and to help this  
49 go through. I've known Mr. Kelley, the elder Mr.

50 Kelley, for years and years. He was an officer, Chief,



1 over at Broadway Fire Department when I was at  
 2 Centerville. We worked together on many issues.  
 3 Fought many fires together. Always respected Barry.  
 4 Just had a meeting the other day on another thing. And  
 5 more times than not, me and Mr. Kelley always agreed.  
 6 He comes from a good family. I know his sons good. I  
 7 remember when he was a little bitty fellow. Showing my  
 8 age now. Back when he followed his daddy around the  
 9 fire department. It's just like we was there  
 10 yesterday, as Mr. Jimmy Davis said, having the ribbon  
 11 cutting at your place y'all done the work for. To see  
 12 y'all expand and grow like this, this quick, for a  
 13 local owned company like this, it's just great, great,  
 14 and we really do appreciate it. If we can be of help  
 15 or service, don't hesitate to let us know. Okay.  
 16 Thank y'all very, very much for what all y'all do for  
 17 Anderson County. Anyone else? All in favor of the  
 18 motion show of hands. All opposed like sign. Show the  
 19 motion carries unanimously.

20 Moving on now, we'll go back to second readings of  
 21 Ordinances 6. Now we're on 6(b), 2022-013, an  
 22 Ordinance to amend Chapter 38 of the Code of  
 23 Ordinances, Anderson County, South Carolina, so as to  
 24 provide for drainage and utility easements to convey  
 25 stormwater and provide for location of other utilities  
 26 in developments within Anderson County; and other  
 27 matters related thereto.

28 Mr. Harmon, will you just give a brief overview of  
 29 this, if you would?

30 LEON HARMON: Yes, Mr.  
 31 Chairman. What this Ordinance would do is provide for  
 32 easements to ensure that stormwater drainage in the  
 33 county can be handled. Oftentimes we have large  
 34 subdivisions and they generate a good bit of  
 35 stormwater. And we want to make sure that the  
 36 stormwater can be channeled through a project and that  
 37 easements are in place to handle the stormwater.

38 TOMMY DUNN: And it's not  
 39 only just that, which it is that a lot, but it's to  
 40 keep it opened up and flowing from somebody from  
 41 damming it up and stopping it. It makes it a little  
 42 bit easier to keep that -- somebody from closing it up  
 43 when it's meant to start from day one.

44 Do we have a motion to move this forward?

45 JIMMY DAVIS: So moved.

46 CINDY WILSON: So moved.

47 TOMMY DUNN: Mr. Jimmy Davis  
 48 makes the motion; Ms. Cindy Wilson seconds the motion.  
 49 Are there any discussion?

50 JIMMY DAVIS: Mr. Chair?

1 TOMMY DUNN: Mr. Davis,  
2 Jimmy Davis.  
3 JIMMY DAVIS: In speaking  
4 with a lot of the folks that I've talked to on this,  
5 everybody sees this as a good thing. I also like the  
6 fact that it will be recorded on the plat so that  
7 stormwater drainage cannot be developed upon or changed  
8 down the road. So this will be a good useful tool and  
9 it's something that we've been needing in Anderson  
10 County for quite sometime. Thank you, Mr. Chair.  
11 TOMMY DUNN: Thank you.  
12 Anyone else?  
13 CINDY WILSON: May I?  
14 TOMMY DUNN: Ms. Wilson.  
15 CINDY WILSON: Before I came  
16 to the meeting tonight I had a very anguished phone  
17 call from a constituent who is -- who owns a block of  
18 farmland that the city has annexed all around her. And  
19 the retention ponds that they've put up all discharge  
20 into the branch going through her farm. She is really,  
21 really upset because with the number of houses that  
22 would be supposedly handled by those two retention  
23 ponds over Crestview/Midway area, her stream is going  
24 to be inundated. And she's very concerned.  
25 This measure we have before us now is going to be  
26 helpful, but I don't know how in the world we make  
27 these big projects retain and have adequate retention  
28 on their own property. It's going to be a continuing  
29 nightmare with the higher density and more and more  
30 impervious service.  
31 So we need to be thinking about making sure  
32 standards are in place to help present flooding and  
33 erosion to adjoining properties. This will help, but  
34 it won't quite take care of her situation. Anyway,  
35 thank you.  
36 TOMMY DUNN: Thank you.  
37 Anyone else? All in favor of the motion show of hands.  
38 All opposed like sign. Show the motion carries  
39 unanimously.  
40 We're going to move on now to item number 6(c),  
41 2022-014, an Ordinance to approve a ground lease  
42 agreement between Anderson County, South Carolina and  
43 Duke Energy Carolinas, LLC for a portion of Tax Map No.  
44 122-00-01-001, the Civic Center parcel, for location  
45 of a battery storage system project; and other matters  
46 related matters.  
47 Do we have a motion to move this forward?  
48 CINDY WILSON: So moved.  
49 TOMMY DUNN: Motion Ms.  
50 Wilson; second Mr. John Wright. Do we have any

1 discussion? Seeing and hearing none, all in favor of  
 2 the motion show of hands. All opposed like sign. Show  
 3 the motion carries unanimously.

4 We're going to move on now to item number 7(a),  
 5 Ordinance's first reading, Ordinance 2022-016, an  
 6 Ordinance authorizing the transfer of real property  
 7 located at 1299 Three and Twenty Road, Easley, South  
 8 Carolina (TMS No. 163-00-09-008) to the Three and  
 9 Twenty Fire Department trustees; and other matters  
 10 related thereto.

11 Do we have a motion to move this forward?

12 JIMMY DAVIS: So moved.

13 TOMMY DUNN: Motion Mr.

14 Jimmy Davis.

15 CINDY WILSON: Second.

16 TOMMY DUNN: Second Ms.

17 Wilson. Open up the floor for discussion.

18 JIMMY DAVIS: Mr. Chair.

19 TOMMY DUNN: Yes, sir, Mr.

20 Jimmy Davis.

21 JIMMY DAVIS: I want to say  
 22 that this is a good thing for the folks over at Three  
 23 and Twenty. And our other fire departments will be  
 24 able to use this. This will be turned into a training  
 25 facility. This is an old convenience center that was  
 26 useful at one time, but as traffic increased on that  
 27 road, it became outdated and almost dangerous. So I'm  
 28 -- and it's right beside the fire department. So I'm  
 29 glad to see this property being used for the betterment  
 30 and the training of our volunteer fire department in  
 31 Anderson County. Thank you, sir.

32 TOMMY DUNN: Mr. Harmon, you  
 33 look like you've got something to say. You fine?

34 LEON HARMON: I'm good.

35 TOMMY DUNN: Okay.

36 LEON HARMON: I agree exactly  
 37 with what Mr. Davis said.

38 TOMMY DUNN: This has been  
 39 in the works trying to get this done for a little bit  
 40 of time now. Appreciate you getting this took care of.  
 41 I know some things to chase down and all. But this is,  
 42 as Mr. Jimmy Davis said, this is a good project.

43 We have a great training facility in Anderson  
 44 County. And this will help out where -- it won't be as  
 45 good as this one down there at Dobbins Bridge Road, but  
 46 at least it'll help out a lot on some things and won't  
 47 have to travel that far. So that's a great thing.

48 Anyone got anything else? All in favor of the  
 49 motion show of hands. All opposed like sign. Show the  
 50 motion carries unanimously.

1 We're going to move on now to item number 7(b),  
2 2022-017, an Ordinance authorizing the transfer of  
3 certain real properties located at 204 West Poplar  
4 Street, Iva, South Carolina (TMS 133-04-01-003); 57 Oak  
5 Street, Iva, South Carolina (TMS 133-02-06-003); and  
6 717 Central Street, Iva, South Carolina (TMS  
7 134-00-06-017) to the Town of Iva; and other matters  
8 related thereto.

9 Do we have a motion to put this on the floor?

10 RAY GRAHAM: So moved.  
11 CINDY WILSON: Second.  
12 TOMMY DUNN: Motion Mr. Ray

13 Graham; second Ms. Wilson. Mr. Graham.

14 RAY GRAHAM: Thank you, Mr.  
15 Chairman. This is some properties that was basically  
16 taken back due to not being sold at a tax sale. The  
17 town of Iva has got I think about three different  
18 developers down there that's building some small houses  
19 and basically putting some things up in some of the  
20 vacant lots in that area. The town has basically asked  
21 the county to support them in giving these properties  
22 to the town so they can basically get it to these  
23 developers and get the properties developed and  
24 basically put back on the tax books.

25 Which it helps in several different ways. It  
26 removed the liability from the county and it also puts  
27 it back on the tax books as a viable property.

28 TOMMY DUNN: Gets it cleaned  
29 up.

30 RAY GRAHAM: Kind of cleans  
31 up the whole situation, really. And we've done this  
32 before. Anyway, that's where that comes from.

33 TOMMY DUNN: Appreciate you.  
34 Any more discussion? All in favor of the motion show  
35 of hands. All opposed like sign. Show the motion  
36 carries unanimously.

37 We're going to move on to item number 7(c),  
38 2022-018, an Ordinance to provide approval for Anderson  
39 County to grant a perpetual and non-exclusive easement  
40 unto Duke Energy Carolinas, LLC upon a portion of the  
41 real property being Parcel A, 0.192 acres and Parcel B,  
42 2.96 acres, as recorded in Plat Slide 1273, pages 5 and  
43 6, Anderson County Register of Deeds for electric car  
44 charging stations within the City of Belton; and other  
45 matters related thereto. This is in title only.

46 Do we have a motion to move this forward?

47 RAY GRAHAM: So moved.  
48 CINDY WILSON: Second.  
49 TOMMY DUNN: Motion Mr.

50 Graham; second Ms. Wilson. Open the floor up for

1 discussion?

2 RAY GRAHAM: Mr. Chairman.

3 TOMMY DUNN: Mr. Graham.

4 RAY GRAHAM: Again, Duke

5 Energy has basically contacted us, the city of Belton,

6 the town administrator and also the mayor. This is

7 basically going to put some charging stations at the

8 library. That's the reason it's a partnership through

9 the county and the city. Basically it's no charge on

10 our end. It's just basically putting a service out.

11 And Duke Energy is willing to do that. So hopefully

12 it'll get some other foot traffic as well, as far as

13 people with electric cars. The city of Belton, again,

14 the mayor and administrator has asked us for our

15 support on this.

16 TOMMY DUNN: Thank you, Mr.

17 Graham. Do we have a motion to move this forward?

18 BRETT SANDERS: So moved.

19 TOMMY DUNN: I'm sorry. I

20 think we done had that. I'm sorry. We've done had

21 that and had a second. So any more discussion? All in

22 favor of the motion show of hands. All opposed like

23 sign. Show the motion carries unanimously.

24 RAY GRAHAM: Thank you, Mr.

25 Chairman.

26 TOMMY DUNN: Thank you, Mr.

27 Graham.

28 We're going to move on now to item number 8(a),

29 change order for Hurricane Springs Park improvements.

30 Who wants to make a motion?

31 JIMMY DAVIS: So moved.

32 TOMMY DUNN: Mr. Jimmy Davis

33 wants to make a motion.

34 BRETT SANDERS: Second.

35 TOMMY DUNN: Second by Mr.

36 Brett Sanders. Now discussion.

37 JIMMY DAVIS: Mr. Chair.

38 TOMMY DUNN: Yes, sir, Mr.

39 Davis, Jimmy Davis.

40 JIMMY DAVIS: Even with these

41 changes orders, we've come in way, way under budget on

42 this project. And I want to thank Robert Carroll and

43 his staff for really working hard on this. We've come

44 in way under what we thought we were going to spend on

45 this project. The people up there in the Wren

46 Community are really excited to soon have pickle ball

47 courts at Hurricane Springs Park. Thank you, Mr.

48 Chair.

49 TOMMY DUNN: Thank you.

50 Anyone else? All in favor of Mr. Davis's motion show

1 of hands. All opposed like sign. Show the motion  
2 carries unanimously.  
3 We're going to move on to item number 9(a), road  
4 acceptance into the county inventory. These are all,  
5 my understanding, in District 6, Barrington Creek  
6 Subdivision Phase I & II; Barrington Creek Road; Burr  
7 Oak Lane; and Wyngate Court. Do we have a motion?  
8 JIMMY DAVIS: So moved.  
9 TOMMY DUNN: Motion Mr.  
10 Jimmy Davis to take these into inventory. Do we have a  
11 second?  
12 CINDY WILSON: Second.  
13 TOMMY DUNN: Second Ms.  
14 Wilson. Mr. Hogan is here. Do these meet everything,  
15 all the county's criteria?  
16 MR. HOGAN: Yes, sir.  
17 TOMMY DUNN: All in favor --  
18 any more discussion? All in favor of the motion show  
19 of hands. All opposed like sign. Show the motion  
20 carries unanimously.  
21 We're going to now -- do we have a motion to take  
22 -- go into executive session to take legal advice  
23 regarding the road right-of-way condemnation matter?  
24 CINDY WILSON: So moved.  
25 TOMMY DUNN: Motion Ms.  
26 Wilson. Do we have a second?  
27 BRETT SANDERS: Second.  
28 TOMMY DUNN: Second Mr.  
29 Brett Sanders. All in favor of the motion show of  
30 hands. All opposed like sign. Show the motion carries  
31 unanimously.  
32 We'll step right back here.  
33 **EXECUTIVE SESSION**  
34 CINDY WILSON: ... legal  
35 advice regarding a road right-of-way condemnation  
36 matter subject to the attorney/client privilege, with  
37 no votes taken.  
38 TOMMY DUNN: Ms. Wilson  
39 makes a motion to come out of executive session, no  
40 action taken. Do I have a second?  
41 BRETT SANDERS: Second.  
42 TOMMY DUNN: Second by Brett  
43 Sanders. All in favor of the motion show of hands.  
44 All opposed like sign. Show the motion carries  
45 unanimously.  
46 BRETT SANDERS: Mr. Chairman.  
47 TOMMY DUNN: Mr. Sanders.  
48 BRETT SANDERS: I'd like to  
49 make a motion to approve the condemnation of a right-  
50 of-way to connect Interstate Boulevard to a proposed

1 road to provide multiple means of ingress and egress so  
2 as to better accommodate the general public, public  
3 safety and emergency vehicular traffic. Upon the  
4 development of the condemnation package, County Council  
5 will approve the package before service upon impacted  
6 property only. Put that in the form of a motion.  
7 CINDY WILSON: Second.  
8 TOMMY DUNN: Motion Mr.  
9 Sanders; second Ms. Wilson. Discussion. All in favor  
10 of the motion show of hands. All opposed ---  
11 RUSTY BURNS: Mr. Chairman, I  
12 just want to say this is a friendly condemnation. The  
13 people actually want us to do the condemnation. We're  
14 not going attacking some innocent citizen in doing  
15 this. They want us to do this.  
16 TOMMY DUNN: Thank you for  
17 clarifying that. All opposed like sign. Show the  
18 motion carries unanimously.  
19 We're going to move on now to item number 11,  
20 requests by council members. Glenn Davis.  
21 GLENN DAVIS: Thank you, Mr.  
22 Chairman. I'd like to appropriate two thousand dollars  
23 from my rec account to The Zone. I've worked with Mrs.  
24 DeShields for about ten years. And she really works  
25 for the under-served young people in our community.  
26 Been doing an outstanding job for the past twenty  
27 years. And I was fortunate enough to work with her for  
28 ten. I'd like to put that in the form of a motion,  
29 please.  
30 CINDY WILSON: Second.  
31 TOMMY DUNN: Motion Mr.  
32 Glenn; second Ms. Wilson. Discussion? All in favor of  
33 the motion show of hands. All opposed like sign.  
34 Anything else?  
35 GLENN DAVIS: That's all,  
36 sir.  
37 TOMMY DUNN: Moving on now  
38 to Brett Sanders.  
39 BRETT SANDERS: Thank you, Mr.  
40 Chairman. If I could I'd like to just propose all  
41 three of these together.  
42 TOMMY DUNN: Yes, sir.  
43 BRETT SANDERS: From my special  
44 rec account, I would like the sum of fifteen hundred  
45 dollars to Split Creek Farm; five hundred to Rebuild  
46 Upstate Veteran Support Team and five hundred to The  
47 Zone Service. Put that in the form of a motion.  
48 CINDY WILSON: Second.  
49 JIMMY DAVIS: Second.  
50 TOMMY DUNN: Second Ms.

1 Wilson; motion by Mr. Sanders. Discussion. All in  
2 favor of the motion show of hands. All opposed like  
3 sign. Show the motion carries unanimously.  
4 Jimmy Davis.  
5 JIMMY DAVIS: Thank you, Mr.  
6 Chair. If I may I'll make these two in the form of one  
7 motion. From the District 6 special projects fund,  
8 Rebuild Upstate Volunteer Veteran Support supporting  
9 the veterans and homes five hundred dollars; and The  
10 Zone five hundred dollars. I make that in the form of  
11 a motion.  
12 BRETT SANDERS: Second.  
13 CINDY WILSON: Second.  
14 TOMMY DUNN: Motion Mr.  
15 David; second Mr. Sanders. Any discussion? All in  
16 favor of the motion show of hands. All opposed like  
17 sign. Show the motion carries unanimously.  
18 Moving on, Ray Graham.  
19 RAY GRAHAM: Thank you, Mr.  
20 Chairman. I'm going to do all three of mine at the  
21 same time if that's possible.  
22 TOMMY DUNN: Yes, sir.  
23 RAY GRAHAM: Five hundred  
24 dollars to the Antique Gym in Iva; five hundred dollars  
25 to the Upstate Volunteer Veteran Support Team; and five  
26 hundred dollars to The Zone Services. I bring this in  
27 the form of a motion.  
28 CINDY WILSON: Second.  
29 TOMMY DUNN: Motion Ray  
30 Graham; second Ms. Wilson. Discussion? All in favor  
31 of the motion show of hands. All opposed like sign.  
32 Show the motion carries unanimously.  
33 Moving on now to John Wright. Mr. Wright.  
34 JOHN WRIGHT: Thank you, Mr.  
35 Chairman. I'd like to put both of these in the form of  
36 one motion. To the Rebuild Upstate Volunteer Veterans  
37 Support Team, I'd like to allocate five hundred dollars  
38 from District 1's special rec account; and The Zone  
39 Service, I'd like to also allocate five hundred dollars  
40 from District 1's special rec account. I put that in  
41 the form of a motion.  
42 CINDY WILSON: Second.  
43 TOMMY DUNN: Motion Mr.  
44 Wright. Second?  
45 CINDY WILSON: Second.  
46 TOMMY DUNN: Second Ms.  
47 Wilson. Any discussion? All in favor of the motion  
48 show of hands. All opposed like sign. Show the motion  
49 carries unanimously.  
50 Ms. Wilson, do you have any?



1 Out of District 5's special appropriation account,  
2 I'd like to appropriate five hundred dollars to Rebuild  
3 Upstate Volunteer Veteran Support Team; and also five  
4 hundred dollars to The Zone.

5 BRETT SANDERS: Second.  
6 CINDY WILSON: Second.  
7 TOMMY DUNN: Second Mr.

8 Sanders. Any discussion? All in favor of the motion  
9 show of hands. All opposed like sign. Show the motion  
10 carries unanimously.

11 We're going to move on now to the Administrator's  
12 report.

13 RUSTY BURNS: Nothing at this  
14 time, Mr. Chairman.

15 TOMMY DUNN: Move on now to  
16 item 13, citizens comments. When Mr. Harmon calls your  
17 name, please state your name and district for the  
18 record and address the chair. You have three minutes.  
19 Mr. Harmon.

20 LEON HARMON: Mr. Chairman,  
21 the first speaker is Dolly Merritt.

22 DOLLY MERRITT: Yes. I'm in  
23 District 6, Mr. Jimmy Davis's district. I just wanted  
24 to express concern about the condition of many roads in  
25 our area. Particularly Mount Airy Church Road, Sitton  
26 Hill Road, Brushy Creek Road. Three Bridges Road was  
27 paved two or three years ago. We already have potholes  
28 that are being patched. Powdersville Road, Brushy  
29 Creek Road. All these roads are heavily trafficked by  
30 students and parents taking children to and from  
31 Powdersville schools, Concrete Elementary and Wren High  
32 Schools.

33 I know as the gentleman prayed a while ago that we  
34 ask God for wisdom and compassion and understanding.  
35 And for years my husband and I have come to these  
36 meetings and listened to the many reasons that we can't  
37 have funding. It's because the schools get most of our  
38 money. Well, I beg to differ in our area, because  
39 Concrete Elementary is almost seventy years old. It's  
40 almost two hundred students over capacity. The roads  
41 cannot handle the infrastructure of all the building  
42 permits that are being given out by Anderson County.

43 I don't know if the planning guys are here or not,  
44 gentlemen, but I believe there needs to be a moratorium  
45 put on giving developers and builders permits to build  
46 any more houses or multi-housing projects until these  
47 roads are repaired. It is embarrassing.

48 I had family come here from Georgia on Sunday. And  
49 I brought them up 85 to the Highway 86 exit. And I  
50 brought them through Mount Airy Church Road to get on

1 Powdersville Road to go to Easley. And when they  
2 arrived, they said, somebody in your district is not  
3 paying their taxes. Your roads are terrible. It's  
4 embarrassing. It's humiliating. They've been that way  
5 for decades.

6 Mount Airy Church Road is a thoroughfare for Wren  
7 High School students, Powdersville High School students  
8 that drive. We have Mount Airy Church, Community Bible  
9 Church that uses this road, Grace Church, Mount Moriah  
10 Baptist and Mount Pisgah Baptist. I know people that  
11 go to each of these churches that cut through Mount  
12 Airy Church Road. Two of these churches have over  
13 fifteen hundred members. I just want to express my  
14 concern. My five year old, who turned six years old  
15 yesterday, my granddaughter, one day we were going down  
16 Mount Airy Church Road and she said, Nana, this road is  
17 like the lake when we ride the innertube. It's  
18 ripples. And she's five years old. How do you explain  
19 to a five year old why your roads are crumbling, the  
20 shoulders are crumbling ---

21 LEON HARMON: Time, Mr.  
22 Chairman.

23 DOLLY MERRITT: Thank you for  
24 the time.

25 TOMMY DUNN: Thank you.

26 LEON HARMON: Next speaker is  
27 Bobby Simmons.

28 BOBBY SIMMONS: My name is  
29 Bobby Simmons and I live in District 2. But my  
30 comments are not only for District 2, it's for all the  
31 districts. So when I speak I'm not speaking just for  
32 District 2. I'm speaking for Anderson County.

33 And what I want to speak on today is talking about  
34 -- what I'm speaking on today is about lots that's open  
35 that I think that if you watch the news a whole lot  
36 you'll see that a lot of cities are converting land  
37 into gardens. So I think in Anderson County, we can do  
38 the same thing. And I ask you the question, do you  
39 want to live next to a house that's burned down or do  
40 you want to live next to a garden?

41 I mean it's just apparent that you want to live  
42 next to a garden, at least the lot would be cleaned off  
43 and all. And I've got a lot of confidence in Mr. Burns  
44 that if a person have a lot that they don't want to  
45 sell it, but we can clean it off and the county can use  
46 it for several years. So something like an option to  
47 help clean the lot up anyhow.

48 There's a lot of things that we can do with that  
49 lot. You're asking, well, is it going to have somebody  
50 to manage it? Yes, you've got to have somebody to

1 manage it. But the profit from selling the product  
2 could pay for that person. I have an idea that, you  
3 know, you could sell the products at the Jockey Lot  
4 Farmers Market or you could sell it at local  
5 restaurants. Or you could just give it away to people  
6 who really need some help. And I think a lot of people  
7 need help, you know, whether they want to admit it or  
8 not, they really need help.

9 So what I'm asking is that the county look into it.  
10 I'm not sure you're going to do it or not, but just  
11 look into it. See if it's feasible to take the land  
12 that has these houses on it that's torn up that we can  
13 convert into gardens and we can get maybe the schools'  
14 agricultural departments to help maintain these things.  
15 That's what I feel like we could do today. We just  
16 need to get our minds together and just figure out how  
17 we can get this done.

18 And the last thing I want to mention is about the  
19 light. They say that all -- the squeaky wheel gets the  
20 most oil. So want to say that we need a little light  
21 out here. Y'all have lights so y'all can see the  
22 agenda, but me, I'm old, I'm seventy-five, and I need a  
23 little bit more light.

24 I thank y'all for y'all's attention. Thank you.

25 LEON HARMON: Next speaker is  
26 Jule Womack.

27 JULE WOMACK: My name is Jule  
28 Womack. I want to address -- I live in District 5. I  
29 live at 124 Stanmoore Drive in Anderson. And I have a  
30 problem with the cul-de-sac. I live in the cul-de-sac,  
31 which allows you guys a fifty-foot easement. But I've  
32 been there for fourteen years. And the person next  
33 door said that I had my building on their property. So  
34 I have to have mine surveyed. And when I did, I  
35 learned that you guys have taken my property.

36 So about a year ago, I addressed this to Matt --  
37 and I don't like calling him by his first name, but I  
38 can't remember his last name.

39 TOMMY DUNN: It's Matt  
40 Hogan.

41 JULE WOMACK: That's his  
42 name. Yes, sir. I've spoken with him because they  
43 said that he was over everything. I've spoken to  
44 Justin Shirley, Mark McConnell, Mr. Bill Rutledge, Mr.  
45 Glenn Davis. And I believe the last person that I did  
46 speak with, his name is Mr. Jay West. I had his  
47 telephone number and then the first number didn't work,  
48 so the second number did. So I'm assuming it is his  
49 number.

50 But why I'm here now, in the cul-de-sac they built

1 property, a lot of houses, and they was planning to go  
2 all the way around. But they've changed their mind.  
3 The developer didn't go through with the plan. At that  
4 time they was using my property.

5 So I addressed Matt and everybody that I just named  
6 that, you know, I'm willing to sell it. At that time I  
7 wasn't -- at the first beginning I wasn't willing to  
8 sell it. But they have done cracked up the road  
9 because of all the big heavy machinery. There's a man  
10 in the back that's building a pond and a great big  
11 house so they tore up right there where I live. So  
12 then I addressed him that I was interested in selling  
13 it.

14 So I've spoken to everyone. The last person that I  
15 spoke with was Mark McConnell and he said he would call  
16 me back; that Matt was out that day. And on Monday he  
17 called me back and he said, no, we're not going to buy  
18 it, we're not interested. And if you want the road  
19 repaired, you've got to put in an order to submit.  
20 That's fine.

21 You're not going to buy it. So are y'all going to  
22 go ahead and give me my property back? He said, no,  
23 and we're not going to do that either. So I'm  
24 addressing this because it is my property. I am paying  
25 the taxes. And you guys have taken it away. And in  
26 order for me to get it back, I have to get an attorney  
27 and pursue it that way, because I tried Anderson County  
28 and they said that they cannot sue the county because  
29 it is Anderson County.

30 LEON HARMON: Time, Mr.  
31 Chairman.

32 TOMMY DUNN: Time's up.  
33 When this meeting is over with, stick around. We're  
34 about to finish up. We'll get you -- Mr. Harmon is our  
35 county attorney. They're going to sit down and explain  
36 to you -- I think I know what's going on ---

37 JULE WOMACK: Okay. I  
38 appreciate it.

39 TOMMY DUNN: --- and explain  
40 to you what this is all about.

41 JULE WOMACK: Okay.

42 TOMMY DUNN: The property  
43 line, what you call it. I can assure you, the county  
44 ain't took nobody's property. If we have, we're going  
45 to give it back to you. They'll show it to you. We  
46 can work this thing out. Okay?

47 JULE WOMACK: Okay. I  
48 appreciate it very much.

49 TOMMY DUNN: Thank you.  
50 Yes, ma'am. Mr. Harmon.

1 LEON HARMON: Next speaker is  
2 Mary Pat Herring.

3 MARY PAT HERRING: I'm Mary Pat  
4 Herring. I live in Powdersville. Jimmy Davis is our  
5 council person. We live in Timbrook. And the roads in  
6 Powdersville are deplorable based on the amount of  
7 money that we spend for taxes. We don't just have  
8 potholes. We have massive holes that you have to  
9 literally take your car either this way or this way to  
10 dodge it. And if you go this way, you have a depth of  
11 up to this deep where the road has literally just  
12 washed away, not just the soil that has washed away,  
13 but the road itself. And it is ruining the tires and  
14 the alignment. And people are wrecking. And it's  
15 deplorable. And it's just, it's just not right. We  
16 pay too much money to be ignored. I think it's the  
17 wrong thing to do.

18 We have had people come out and they put a little  
19 bit of patching in. But it doesn't last more than a  
20 few days. Maybe a few weeks. It's a band-aid, what  
21 you're doing.

22 Somebody needs to come out and look at our roads.  
23 Mount Airy Church Road especially. Sitton Hill.  
24 Sitton Hill is not a straight road. It's curvy. We  
25 have deer and all kinds of animals that run out in  
26 front of us. It is an accident waiting to happen. And  
27 I'm asking y'all, please consider this. We've waited  
28 far too long for somebody to pay attention to our  
29 roads.

30 And if you would stop the building, at least  
31 temporarily. And all these big trucks that come in,  
32 that's not helping. They're destroying our roads.  
33 Please consider us.

34 TOMMY DUNN: Mr. Harmon.

35 LEON HARMON: No one else is  
36 signed up, Mr. Chairman.

37 TOMMY DUNN: Thank you, Mr.  
38 Harmon.

39 We'll go now to remarks from council members. Ms.  
40 Wilson.

41 CINDY WILSON: Thank you, Mr.  
42 Chairman. Sadly, planning in South Carolina and in our  
43 county is in arrears instead of in advance. And that's  
44 been the situation for decades now. And we are trying  
45 to catch up.

46 We're proposing a Planning and Public Works  
47 Committee meeting. Mr. Davis is okay with it. Mr.  
48 Sanders, would you look at your calendar for next  
49 Wednesday, the 27th, at 10:00 a.m.? And we'll be  
50 taking up RV issues, special exception issues and

1 several other matters; anything else that we can do. I  
2 have a very active committee. We invite our public to  
3 join us. And we do know that our roads are in bad  
4 shape. I have a lot of bad roads in my district. The  
5 weather has not helped. Along with the traffic. Most  
6 of the roads in Anderson County, including the one our  
7 family farm is on, what you would call a paved pig  
8 path. It was never, ever engineered or built to  
9 sustain the volumes, weights and speed of traffic. It  
10 was a little farm to market road.

11 But the good news is because we're such a good  
12 county, everybody wants to come live amongst us. I'm  
13 not sure how we're going to accommodate it, but we're  
14 trying. Anyway, thank you all very much.

15 TOMMY DUNN: Thank you.

16 Mr. Wright.

17 JOHN WRIGHT: Thank you, Mr.  
18 Chairman. I just want to make mention that our Litter  
19 Ad Hoc Committee is planning to have a meeting next  
20 week. I'm going to get with Mr. Smith, the Litter  
21 Committee members and get that on the schedule. We'll  
22 make sure we get it out to the public and try to get  
23 some good participation on that. That's all I have.  
24 Thank you.

25 TOMMY DUNN: Thank you.

26 Mr. Graham.

27 RAY GRAHAM: Thank you, Mr.  
28 Chairman. Two things. One, as far as -- I'm not sure  
29 what committee we need to look at with this, but the  
30 deal with the campers and tents, everybody has got it  
31 in every district. I mean, it's just getting out of  
32 control. I know, on one hand, Mr. Chairman, we want to  
33 basically give people their rights as far as what they  
34 can and can't do on their properties, but it's truly  
35 getting to a point where what they're doing on some of  
36 these properties is causing problems with properties  
37 that's adjacent to them.

38 I would request that somehow we start reviewing  
39 that and looking at our Ordinances. Maybe, Leon, if we  
40 could look at what some of the other counties is doing.  
41 I've spoken to the Association of Counties. They're  
42 pulling some information, as well, as far as some  
43 Ordinances that's in place in some of the other areas.  
44 But somehow we've got to address this problem. It's an  
45 ongoing issue. It's truly going to start causing some  
46 financial hardship because not only is it going to  
47 cause issues with adjoining neighbors, it's also going  
48 to cause issues with property values.

49 TOMMY DUNN: What's the --  
50 somebody living in a camper is what you're getting at?

1                   RAY GRAHAM:                   Well, anything  
2 from campers, portable buildings. I went to one over  
3 off of Airline Road. It ended up being your district,  
4 but I mean ---

5                   TOMMY DUNN:                   Well, what I'm  
6 getting at is we can look at this and well should. But  
7 there's Ordinances and things on the books now, legal  
8 standards, about people permanently living in campers  
9 and people living in tents or what not. There's  
10 Ordinances there now, standards about egress, about  
11 sewage disposal, permanent power and those things,  
12 about living conditions. So there are things -- so we  
13 do have -- I ain't saying we don't need to improve it  
14 some, but there's tools in the books now to help some  
15 of this stuff out.

16                  RAY GRAHAM:                   There's tools  
17 out there, but right now they're not able to be  
18 enforced. Whether it needs to be tweaked on it or  
19 whatever. I know ---

20                  TOMMY DUNN:                   Well, the  
21 biggest thing is, by running into this before myself,  
22 you've got to be able to prove somebody is living in  
23 that camper full time. That's the thing. And that  
24 should be -- if they can prove that and get that, it  
25 should be enforced. I've had it happen in my district  
26 several times and worked on that.

27                  But we definitely should be looking at that, what  
28 you call it, but there's definitely things on the books  
29 now that can help alleviate some of these problems.  
30 Hopefully.

31                  RAY GRAHAM:                   Okay. With  
32 that being said, that might be the case. There might  
33 be some language in there that protects us, that allows  
34 us to address that. It's not being addressed.

35                  And I'm wanting to make it vocal that we've got to  
36 somehow address it as a county. It's not only in my  
37 district. Again, one of them was over on Airline Road,  
38 which was between Mr. Davis and -- it's kind of right  
39 there between all three of us, Chairman Dunn, Mr. Davis  
40 and myself. Also there's multiple ones down in the Iva  
41 area, Starr area, Belton area, Williamston. I mean, no  
42 one is being hidden from this. I mean it's happening  
43 all over the county.

44                  And again, we either need to strengthen our  
45 ordinances or either, one, make sure Sergeant Hayes,  
46 Investigator McCarley, they've got the proper  
47 information so they can go out and truly address it.  
48 Naturally they can't sit out there 24/7 and determine  
49 whether or not they're living there or not. But I mean  
50 when they're going in and out and there's all kind of

1 activity, drug activity and everything else, it's  
2 creating issues in these communities. I don't want  
3 them beside my residence and neither does no one else.  
4 The other thing, Mr. Hogan, I know you guys have  
5 got beaten up tonight. I know Belton -- we had the  
6 issue on Chandler Drive and you guys stepped up and was  
7 able to accommodate them and assist them in getting  
8 that road repaired, and also at the end of Jackson. I  
9 definitely want to commend you and your guys for the  
10 work on that. I know you guys are doing a tremendous  
11 amount of work. We just -- we're struggling, and I  
12 understand that. But I definitely appreciate your guys  
13 stepping up to that. Thank you so much for your help.

14 Thank you, Mr. Chairman.

15 TOMMY DUNN:

Thank you.

16 Mr. Glenn Davis.

17 GLENN DAVIS:

Thank you, Mr.

18 Chairman. If I can piggyback on Mr. Graham. I've had  
19 a couple of instances about these portable buildings  
20 that people are living in. I know people are facing a  
21 hard time. I mean people are actually struggling with  
22 making ends meet and some of the living conditions may  
23 not be acceptable to their neighbor, but they're doing  
24 the best they can. I've had to address it. Mr. Burns  
25 and -- it's kind of sad, but we do have Ordinances.  
26 But it's something that we need to look at. I agree  
27 with you on that, as far as a county.

28 It just so happens I traveled on Mount Airy Road  
29 going to pick up a student. And you are right.  
30 There's a lot of potholes. There's a lot of potholes.  
31 I had to dodge them. But it's all over the county. I  
32 don't know what we're going -- we're going to do  
33 something. But again, you have my sympathy.

34 Thank you. That's all, Mr. Chairman.

35 TOMMY DUNN:

Thank you.

36 Mr. Sanders.

37 BRETT SANDERS:

Nothing at this

38 time, sir.

39 TOMMY DUNN:

Thank you.

40 Mr. Jimmy Davis.

41 JIMMY DAVIS:

Thank you, Mr.

42 Chair. I want to thank the Herrings and Ms. Dolly  
43 Merritt for coming out tonight. I appreciate you. I  
44 know it's a long trip down here from Powdersville. But  
45 I do appreciate you here.

46 I would like to say, I mean, it is a county-wide  
47 problem we have. It's -- we have close to sixteen  
48 hundred miles of county roads. And we all feel the  
49 pain. But we as a council, we've got -- we've kind of  
50 talked about it before. We've shot some ideas down



1 because they didn't fund paving enough. And we all are  
2 in agreement that millage is not the way to pave roads  
3 in Anderson County. So I implore with you and say  
4 let's get back -- let's get our heads back together and  
5 see if we can find a way to put some money into paving  
6 some of our county roads. I think we've got a good  
7 Roads and Bridges Department. They're doing everything  
8 they can possibly do with the budget that we give them.

9 Matt, if you don't mind, let's take a hard look at  
10 Mount Airy Church Road. And I would like to volunteer  
11 my time and efforts. We had a road-type meeting in  
12 Powdersville in District 6 before. I think it's time  
13 we do another one. Maybe we can have Rita come out and  
14 talk about the finances a little bit and see what we  
15 can do about explaining a little bit more about how we  
16 get funded and how things go about.

17 We all know there's problems. I mean, I wake up  
18 every morning starting about 5:00 a.m., hearing trucks  
19 at a bridge on a county road and it rattles the whole  
20 house. I do think too, we ought to also look at some  
21 of our county roads when we talk to constituents. I  
22 know it's a pain in the tail to close some roads to  
23 trucks, but that may be a way that we can salvage some  
24 roads for at least a short period of time until we  
25 figure this out. Because as we can have grown, our  
26 commercial traffic has grown.

27 In District 6 we've got Budweiser and Coca-Cola and  
28 several other industrial sites. And I can tell you,  
29 these guys love to use the cut-through roads, whether  
30 they're wide enough or not. And we have a problem with  
31 that. So I think that's -- I think there's a myriad of  
32 things that we can discuss and talk about. And I ask  
33 for your cooperation in that.

34 I also want to say, Mr. Graham, I sympathize with  
35 you. I've had some of the same issues in District 6.  
36 We actually had an instance in Timbrook where a lady  
37 was renting out storage buildings as Airbnb's. And  
38 when I found out about it, we took care of that. So  
39 we've had some of those instances. We've recently had  
40 an instance where a guy in a mobile home park was  
41 letting people park campers on his property and running  
42 the sewer out on the ground. And we took care of that.

43 But I mean, it's a wide range of what we have going  
44 on. And I think Anderson County is better than that.  
45 And so maybe that's something we can address and look  
46 at our current Ordinances and PPW and see where we are  
47 and if there are areas that we can improve. I think  
48 that would be a good area to study and improve upon.

49 But as the urban sprawl has gone on, we've had a  
50 lot of instances in Powdersville with some small tent

1 cities and the sheriff does the best they can. But  
2 we've got a lot of that going on. So I think it's  
3 something important to look at, as well.

4 I do want to remind you all and call to your  
5 attention, on May the 7th, the Powdersville Business  
6 Council is sponsoring, along with other sponsors,  
7 especially Duke Power -- Duke Energy, I mean -- but the  
8 Rhythm on the River is just around the corner. It's  
9 going to be a wonderful day. We had a great  
10 groundbreaking at Dolly Cooper Park. We finally got  
11 some energy going there. But Rhythm on the River,  
12 there's going to be a ton of food trucks, vendors,  
13 things for kids, two bands. And all that is on May the  
14 7th. And if you need any more information on that, let  
15 me know. But I would love to have all of you come out  
16 and bring your families. Thank you, Mr. Chair.

17 TOMMY DUNN: We'll look at  
18 that. But like I said there's one thing -- like I  
19 said, it's happening in my district, too, and we've  
20 addressed it and we helped it. One thing, you've got  
21 the International Building Codes that takes up a lot of  
22 this stuff.

23 The other thing is, and this happened to me this  
24 past week, if you go out here and have an Ordinance or  
25 what not saying blah, blah, blah, well, that person has  
26 got a right whether you like it or not, to go to Court.  
27 And if they push this thing to go to Court, it can take  
28 a little bit of time. I've got a habitual -- happened  
29 multiple times, one fellow in my district just keeps  
30 on, just junk, junk, junk, junk. He's been to Court  
31 numerous times. Have to go back, something wrong.  
32 Went back this past week -- not this week we're in now,  
33 but the past week -- guess what the judge fined him?  
34 Fifty dollars. You think that's bad? She give him  
35 till December to pay for it. Now that's what you've  
36 got -- we can only do so much. We don't appoint  
37 magistrates. So we've got a problem there with a lot  
38 of this stuff like this right here. And believe me, I  
39 was fit to be livid. And that's -- for her to do that  
40 right there and fifty dollars and give him till  
41 December to pay for it. That discourages the officers  
42 out here and everything.

43 The other thing I'd like to say is, ma'am, would  
44 you like to introduce -- you're a new person here and  
45 there beside you, would you introduce him?

46 MALE: (Inaudible.)

47 TOMMY DUNN: Heard a lot of  
48 good stuff about him. Appreciate it. Thank you.

49 Saying that, everybody have a good, safe trip home.  
50 Appreciate seeing you in this council meeting.

1  
2  
3

**(MEETING ADJOURNED AT 7:32 P.M.)**

## **Ordinance #2022-008**

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 5.39 acres from R-20 (Single-Family Residential District) to R-10 (Single-Family Residential District) on a parcel of land, identified as 5.39 acres on Evergreen Road in the North Pointe Precinct shown in Deed Book 15843 page 00246. The parcel is further identified as TMS #144-00-06-005.**

**Whereas**, Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

**Whereas**, the Ordinance contains provisions providing for the amendment of the Map; and,

**Whereas**, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to R-10 for +/- 5.39 acres of TMS #144-00-06-005 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on March 8, 2022, during which it reviewed the proposed rezoning from to R-20 to R-10 +/- 5.39 acres of TMS #144-00-06-005 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on April 19, 2022, regarding said amendment of the Anderson County Official Zoning Map:

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

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

1. The Anderson County Council hereby finds that this proposed rezoning is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.
2. The Anderson County Council hereby amends the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance #99-004 to rezone from R-20 to R-10 +/- 5.39 acres of TMS #144-00-06-005 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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

ATTEST: Ordinance 2022-008

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

\_\_\_\_\_  
Tommy Dunn, District #5, Chairman

\_\_\_\_\_  
Renee D. Watts  
Clerk to Council

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Anderson County Attorney

1 <sup>st</sup> Reading:	April 5, 2022
2 <sup>nd</sup> Reading:	April 19, 2022
3 <sup>rd</sup> Reading:	May 3, 2022
Public Hearing:	April 19, 2022

**Anderson County Planning Commission  
Staff Report  
March 8, 2022**

Applicant: Tony Cirelli  
Current Owner: Danny Holtsman  
Property Location: Evergreen Rd  
Precinct: North Pointe  
Council District: 4  
TMS #(s): 144-00-06-005  
Acreage: +/- 5.39  
Current Zoning: R-20 (Single-Family Residential District)  
Requested Zoning: R-10 (Single-Family Residential District)

The residential district is established as an area in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

Surrounding Zoning: North: I-2 (Industrial Park District)  
South: R-20 (Single-Family Residential District)  
East: R-20 (Single-Family Residential District)  
West: R-20 (Single-Family Residential District)

Evaluation: This request is to rezone the parcel of property described above from R-20 (Single-Family Residential 20,000 square foot lot area) to R-10 (Single-Family Residential District 10,000 square foot lot area). The applicant's stated purpose for the rezoning is to develop a 17 lot subdivision. Applicant has stated that the developer will make sewer available to all lots since back portion of the lots have a creek running on the rear portion of lots.

The property is located on Evergreen Rd. The Future Land Use Map in the County's Comprehensive Plan (2016) identifies that parcel as residential.

Public Outreach: Staff hereby certifies that the required public notification actions have been completed, as follows:

- February 17, 2021: Rezoning notification postcards sent to 29 property owners within 2,000' of the subject property;

To date, staff has received 0 phone calls requesting more information.

- February 18, 2022: Rezoning notification signs posted on subject property;
- February 21, 2022: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Staff Recommendation: At the Planning Commission meeting during which the rezoning is scheduled to be discussed, staff will present their recommendation at that time.



**SPAD**  
22-298



## Rezoning Application

Anderson County Planning & Development

2/4/22  
Date of Submission

Approved/Denied

### Applicant's Information

Applicant Name: TONY CIRELLI  
Mailing Address: 14B HARPER Rd, Pendleton S.C.  
Telephone: (864) 245-0523  
Email: TONYCIRELLI397@gmail.com

### Owner's Information (If Different from Applicant)

Owner Name: DANNY HOLTZMAN  
Mailing Address: \* 101 N. Murry Av Anderson, SC 29621  
Telephone: \* 864-304-1181  
Email: \* Falconfox2355@gmail.com

### Designation of Agent: (Complete only if owner is not the applicant)

I hereby appoint the person named the Applicant as my agent to represent me in this request for rezoning:

\* [Signature]  
Owner's Signature

2/4/22  
Date

### Project Information

Property Location: (5-4-371) EVERGREEN ROAD off S.C. Hwy 81  
Parcel Number(s)/TMS: 144-00-06-005  
County Council District: 4 School District: 51  
Total Acreage: 5.39 AC. Current Land Use: VACANT  
Requested Zoning: R-10 Current Zoning: R-20  
Purpose of Rezoning: Single Family Residential

Are there any Private Covenants or Deed Restrictions on the

☐ Yes

☒ No

Property? If you indicated no, your signature is required.

Tony Cullis  
Applicant's Signature

2/1/22  
Date

If you indicated yes, please provide a copy of your covenants and deed restrictions with this application, pursuant to State Law (Section 6-29-1145: July 1, 2007), determining existence of restrictive covenants. Copies may be obtained at the Register of Deeds Office. It is the applicant's responsibility for checking any subdivision covenants or private covenants pertaining to the property.

Additional Information or Comments: Developer will make sewer available  
to all lots since back portion of the lots have a creek  
running on the rear portion of lots.

An accurate plat (survey) of the property must be submitted with this application.

If pursuing a review district classification (IZOD, PC, PD, POD, RRD), a preliminary development plan, statement of intent and letters from appropriate agencies or districts verifying available and adequate public facilities must be submitted with the application.

Please refer to Chapter 70 of the Anderson County Code of Ordinances for further information regarding submission requirements.

As the applicant, I hereby confirm that all required information and materials for this application are authentic and have been submitted to the Planning & Development office.

Tony Cullis  
Applicant's Signature

2/1/22  
Date

\* A zoning map amendment may be initiated by the property owner(s), Planning Commission, Zoning Administrator or County Council. \*

**For Office Use Only:**

Application Received By: Bom

Complete Submission Date: 2/1/2022

Commission Public Hearing: 3/8/2022

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



# ANDERSON COUNTY REZONING APPLICATION NARRATIVE

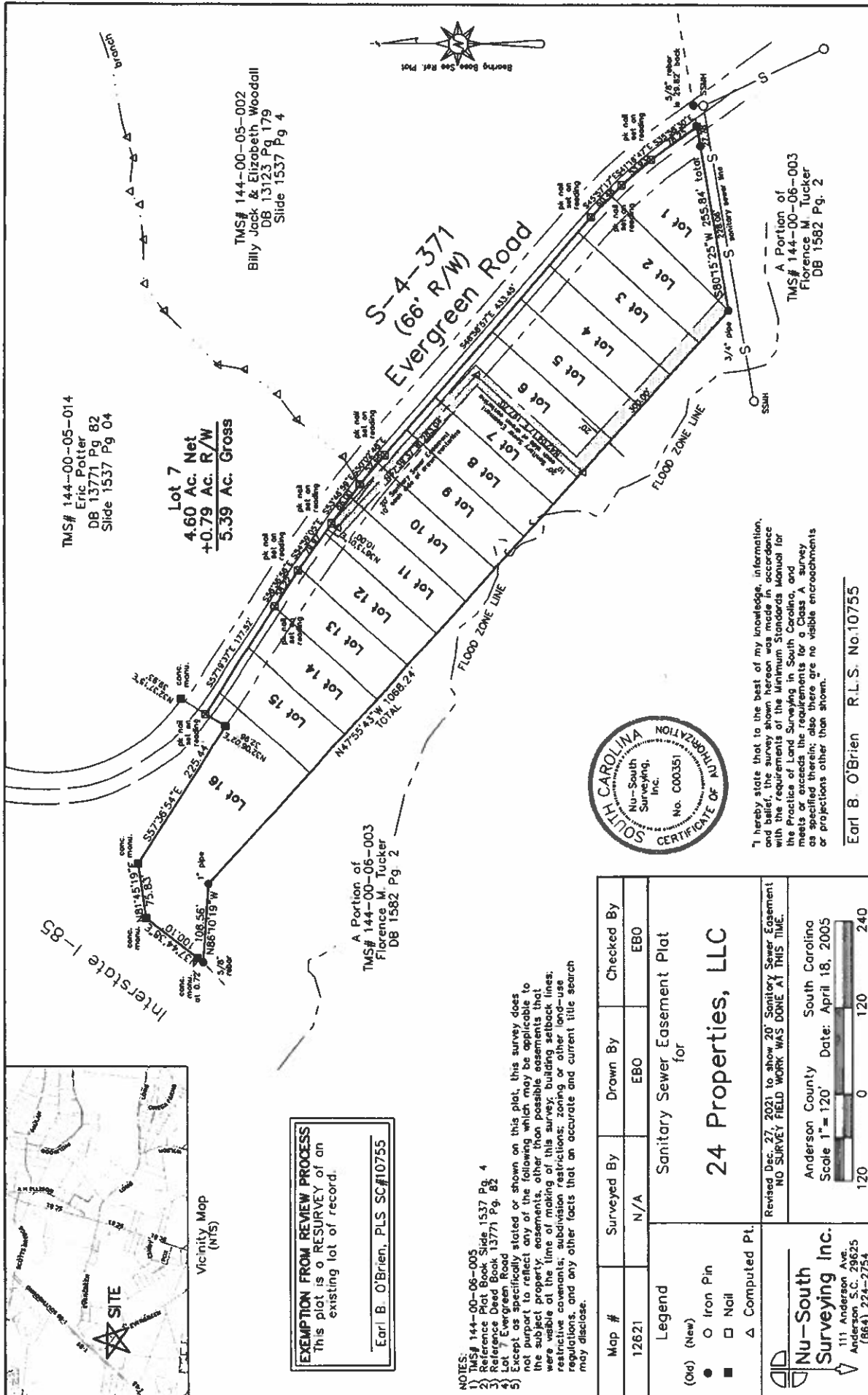
Please provide a narrative below, describing the proposed use of the property including, but not limited to:

1. General description of proposed use;
2. Plans for protection of abutting properties, if applicable;
3. Any additional information deemed reasonable for review.

The proposed rezoning letter I am writing after speaking with planning staff at an earlier time.

I am requesting that this enclosed Plot of 5.39 acres and 16 lots be approved & rezoned to R-10 from R-20.

The reason for the smaller lots is sewer is available in the road & through lot 7. The sewer ~~to~~ will make up for the difference allowing the developer to use smaller lots.



TMS# 144-00-05-014  
Eric Potter  
DB 13771 Pg 82  
Slide 1537 Pg 04

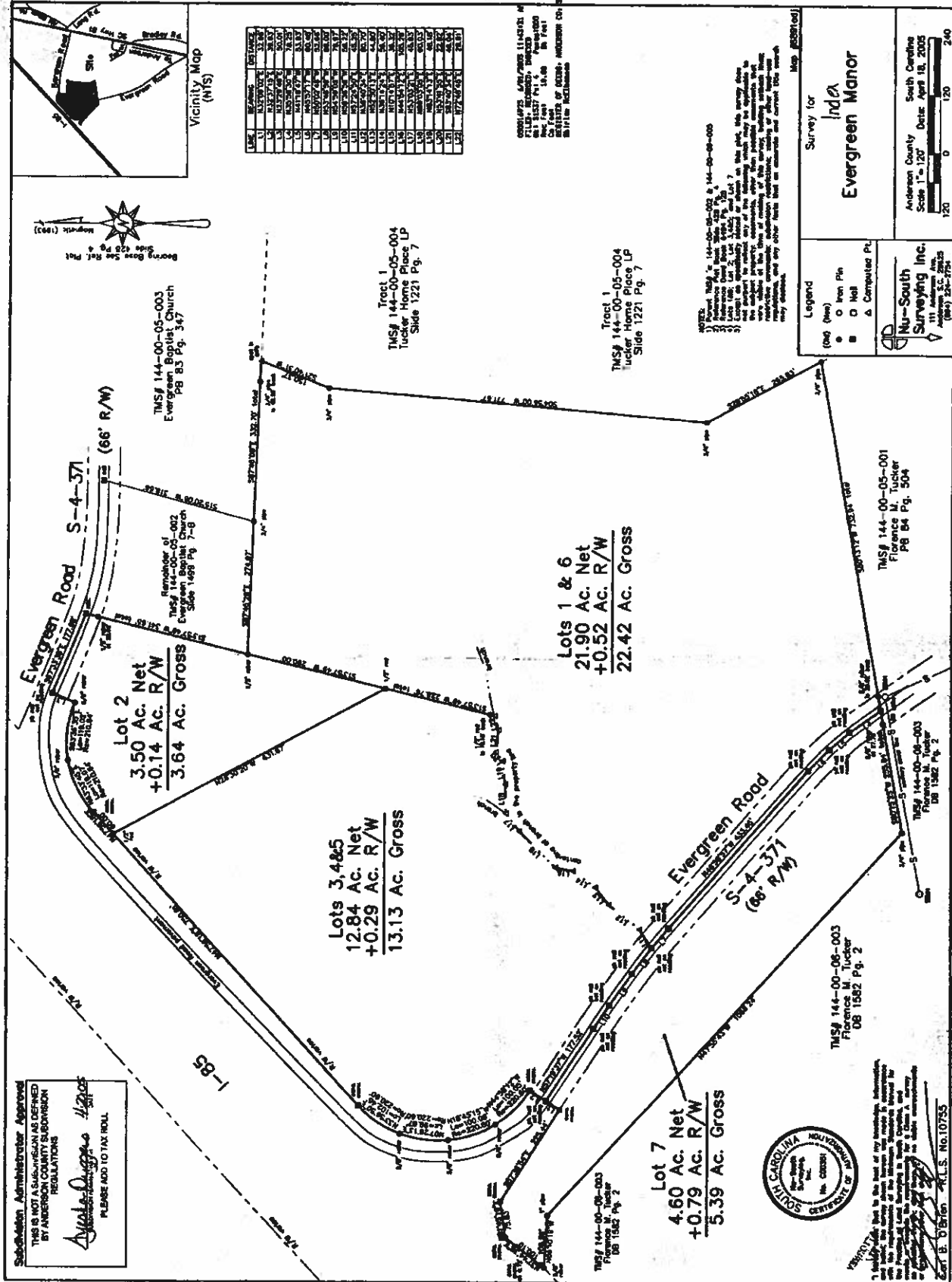
Lot 7  
4.60 Ac. Net  
+0.79 Ac. R/W  
5.39 Ac. Gross

TMS# 144-00-05-002  
Billy Jack & Elizabeth Woodall  
DB 13123 Pg 179  
Slide 1537 Pg 4

A Portion of  
TMS# 144-00-06-003  
Florence M. Tucker  
DB 1582 Pg 2

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein; also there are no visible encroachments or projections other than shown.

Earl B. O'Brien R.L.S. No.10755

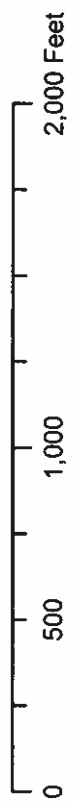


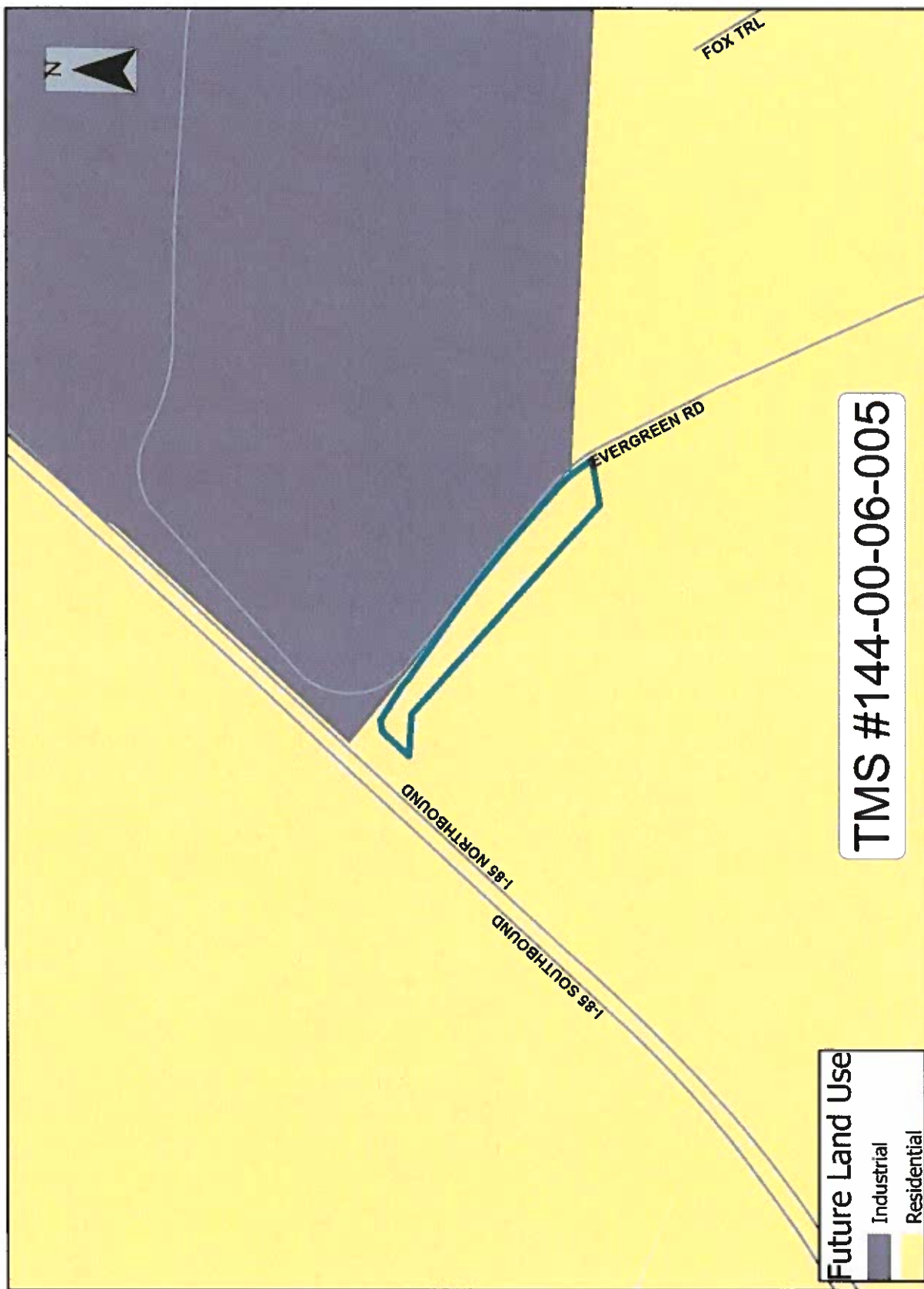




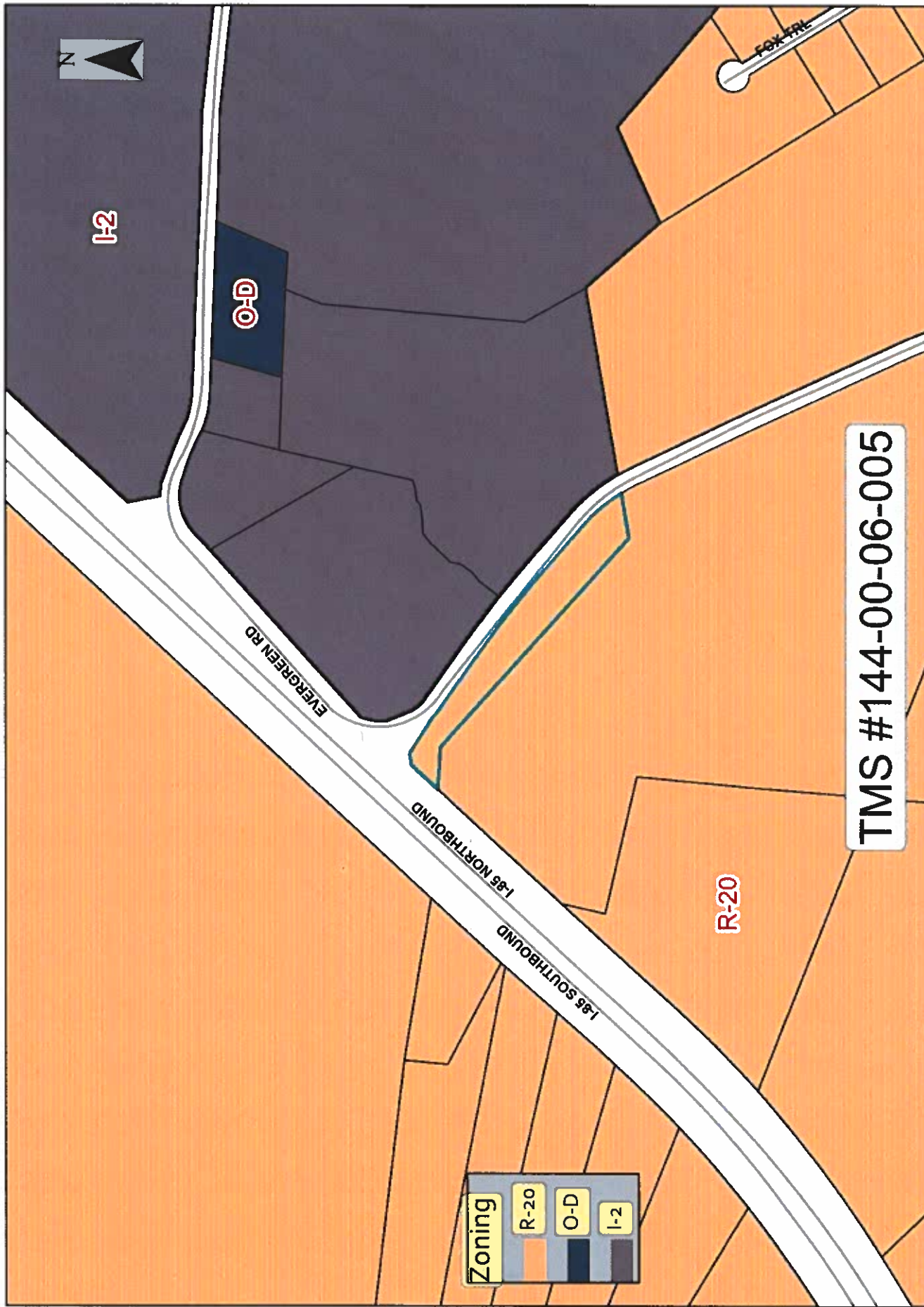
TMS #144-00-06-005

Aerial Photography









TMS #144-00-06-005

**Zoning**

R-20
O-D
I-2







# Development Decision/ Rezoning Recommendation

March 8, 2022

Date of Planning Commission Meeting

☐ Land Use

☒ Rezoning

☐ Subdivision

☐ Variance

## Project Information

Name of Applicant/Project: Tony Cirelli

Property Location: Evergreen Rd

County Council District: 4 School District: 1

Total Acreage: 5.39 Number of Lots: 16

Current Zoning: R-20 Requested Zoning: R-10

Purpose: single family residential, 10,000 square foot lots

## Recommendation

Recommendation Rendered: Approved 7 Unanimous

Reason(s) for Denial, if applicable:

- ☒ Compatibility with Future Land Use Map
- ☒ Compatibility with Traffic Levels
- ☒ Compatibility with Density Levels
- ☐ Concerns for public, health, safety, convenience, prosperity & general welfare
- ☐ Concerns for the effects of the proposed development on the local tax base

- ☒ The recommendations of staff
- ☐ Compatibility with Surrounding Properties
- ☐ Use and Value of Surrounding Properties
- ☐ Concerns for the balance of the interest of sub dividers, homeowners and public
- ☐ The ability of existing or planned infrastructure and transportation system to serve the proposed development

☐ Other (please elaborate):

Planning Commission Chairman: 

Date: March 8, 2022

Anderson County Planning & Development  
401 East River Street  
Anderson, South Carolina 29624 | Phone: (864) 260-4720

**ORDINANCE NO.: 2022-013**

**AN ORDINANCE TO AMEND CHAPTER 38 OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, SO AS TO PROVIDE FOR DRAINAGE AND UTILITY EASEMENTS TO CONVEY STORMWATER AND PROVIDE FOR LOCATION OF OTHER UTILITIES IN DEVELOPMENTS WITHIN ANDERSON COUNTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the Anderson County Council has the authority and duty pursuant to state law to provide for the general health, safety and welfare of Anderson County and to exercise its police powers therefor;

**WHEREAS**, a more systematic approach is desirable for providing for appropriate conveyance of stormwater and for the location of utility systems within developments located within the County; and

**WHEREAS**, the Anderson County Council desires to amend the Anderson County Code, Chapter 38, so as to appropriately provide for the stormwater conveyance and location of other utilities within developments located within the County.

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

1. That the Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding sections to be numbered 38-360 and 38-361, which sections read as follows:

Sec. 38-360.-Drainage and Utility Easements.

a. The width, length and location of all easements for drainage and utilities shall be established by the appropriate agency involved and shown on the final plat.

b. A 5-foot drainage and utility easement is required on each side of all interior and rear lot lines. A 10 foot drainage and utility easement is required along all exterior lot lines. If an adjoining subdivision has already dedicated a rear 5-foot easement; the 10-foot easement may be reduced to 5 feet.

c. An easement acts as a reciprocal agreement between the subdivision property owners. Each property owner is responsible for maintaining such easement on the property. Drainage and utility easements are intended to be reciprocal easements among the subdivision property owners and not a dedication to the County. Property owners are responsible for keeping easements intact and clear of debris or structures. Easements should not be altered in any manner.

Sec. 38-361.-Conveyance System.

- a. Offsite stormwater that flows through a proposed subdivision must be routed through a designed conveyance system with a designated easement preferably through a common area.
- b. Internal conveyance systems must also be within a designated easement or a common area.
- c. The conveyance system easements are intended to be reciprocal easements and not a dedication to the County.

2. That Section 38-332(4) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

Sec. 38-332-Final Plat.

All final plats submitted for approval must contain, in addition to all requirements for preliminary plats, the following information:

(4) In the absence of a specific engineering stormwater plan as a minimum, 5 foot drainage and utility easements shall be established along all side and interior rear property lines; 10 foot easements established along exterior boundary of the subdivision unless adjoining property owners have established easements.

3. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

5. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

**ORDAINED** in meeting duly assembled this 3rd day of May, 2022.

**ATTEST:**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: April 5, 2022

Second Reading: April 19, 2022

Third Reading: May 3, 2022

Public Hearing: May 3, 2022

**ORDINANCE NO.: 2022-014**

**AN ORDINANCE TO APPROVE A GROUND LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND DUKE ENERGY CAROLINAS, LLC OF A PORTION OF TAX MAP NO. 122-00-01-001, THE CIVIC CENTER PARCEL, FOR LOCATION OF A BATTERY STORAGE SYSTEM PROJECT; AND OTHER RELATED MATTERS.**

**WHEREAS**, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell or otherwise dispose of real property owned by the County;

**WHEREAS**, the County proposes to lease to Duke Energy Carolinas, LLC (“Duke Energy”) a portion of the Civic Center property for purposes of development of a battery storage system project which would include backup power to the Civic Center in the event of a power outage; and

**WHEREAS**, enhanced backup power to the Civic Center during a power outage is a desirable feature for the Civic Center since it is used for various services and uses.

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

1. The Anderson County Council hereby approves the ground lease of a portion of Tax Parcel 122-00-01-001, the Anderson County Civic Center Project, as shown on Exhibit A attached hereto, for purposes of development of an energy storage system project. The Ground Lease Agreement is attached as Exhibit B. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and on behalf of the County to carry out the transaction authorized by this Ordinance.

2. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

**ORDAINED** in meeting duly assembled this 3rd day of May, 2022.

**ATTEST:**

---

Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

---

Renee Watts  
Clerk to Council

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: April 5, 2022

Second Reading: April 19, 2022

Third Reading: May 3, 2022

Public Hearing: May 3, 2022

## **GROUND LEASE AGREEMENT**

**THIS GROUND LEASE AGREEMENT** (this “Lease”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”), by and between Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the “Landlord”) and **DUKE ENERGY, LLC**, a North Carolina limited liability company (the “Tenant”).

Landlord and Tenant covenant and agree as follows:

1. **Land and Intended Use.** In consideration of the rents, terms, covenants, and agreements set forth in this Lease to be paid, kept, and performed, Landlord leases to Tenant and Tenant leases from Landlord approximately 0.4 acres of land (being a portion of Tax Parcel No. 1220001001), located in the City of Anderson, Anderson County, South Carolina, more particularly described and/or depicted on **Exhibit A** attached hereto and incorporated herein by reference (the “Land”), to be occupied and used upon the terms and conditions herein set forth. Tenant’s intended use of the Land is for the development, construction, installation, operation and maintenance of an energy storage system and related improvements for the storage of electric power and related ancillary technologies, including but not limited to, solar photovoltaic power arrays, voltage regulation, and power quality regulation (the “Intended Use”), and including, without limitation, (i) electrical and communication lines, transformers, power inverters, equipment, cables, switches and electrical substation(s); (ii) laydown areas, control buildings, and maintenance facilities; and (iii) roads, fences and gates, and other structures and facilities required for ingress and egress for pedestrians, motor vehicles and equipment and for security (collectively the “Battery System”).

2. **Term of Lease, Commencement Date, and Renewal Term.**

(a) **Term of Lease and Commencement Date.** The term of this Lease (including any extensions or renewals, the “Term”) shall commence on the Commencement Date and shall end at 11:59 P.M. local time on the date that is twenty (20) years after the Commencement Date (the “Expiration Date”), unless extended or sooner terminated as herein provided. If the Expiration Date is other than the last day of a calendar month, the Term shall be extended automatically until 11:59 P.M. local time on the last day of the calendar month in which the Term otherwise would expire. The “Commencement Date” shall be the Commercial Operation Date. The “Commercial Operation Date” shall be the date that all of the following have occurred: (i) the Energy Storage System has been installed, constructed, tested, commissioned, and is fully capable of being operated for its Intended Use; (ii) the Tenant has received all permits and approvals from governmental authorities having jurisdiction and the applicable electrical transmission provider for the Energy Storage System; and (iii) the Energy Storage System begins delivering electricity to the electrical grid. Once the Commencement Date is ascertained, the parties agree to execute a memorandum or other writing confirming the Commencement Date.

(b) **Renewal Terms.** Tenant shall have the right to extend the initial Term granted herein for one (1) additional terms of five (5) years (the “Renewal Term”) by providing Landlord with written notice of Tenant’s desire to extend the Term for the applicable Renewal Term prior to the Expiration Date.

3. **Due Diligence Period; Construction Period; and Landlord’s Rights Before Construction Commencement Date.**

(a) **Due Diligence Period.** Commencing on the Effective Date and continuing for a period of one (1) year after the Effective Date (the “Initial Due Diligence Period”), Tenant shall have the right to enter the Land to perform its due diligence, inspection, investigation and pre-construction activities to determine

if the Land is suitable for leasing by Tenant, the Intended Use, and obtaining permits and approvals for the Intended Use. Tenant may extend the Initial Due Diligence Period for one (1) additional year commencing after the expiration date of the Initial Due Diligence Period (the “Extended Due Diligence Period”), by delivering written notice to Landlord prior to the expiration date of the Initial Due Diligence Period. (The Initial Due Diligence Period and Extended Due Diligence Period are collectively referred to herein as the “Due Diligence Period”).

(b) Construction Period. The “Construction Period” shall commence upon the Construction Commencement Date (as hereinafter defined) and expire upon the Commercial Operation Date (which is the same date as the Commencement Date of the Term of this Lease). The “Construction Commencement Date” shall be the earlier of (i) the date Tenant issues written notice to Landlord advising Landlord of Tenant’s intent to begin construction activities at the Land, or (ii) the date Tenant commences the construction or installation of the Energy Storage System at the Land; provided however, the Construction Commencement Date shall not be deemed to have occurred by virtue of any testing conducted by Tenant on the Land, minimal site clearing to support such testing, or by virtue of Tenant installing access routes or roads on the Land. Once the Construction Commencement Date is ascertained, the parties agree to execute a memorandum or other writing confirming the Construction Commencement Date.

(c) Landlord’s Rights Prior to Construction Commencement Date. During the period between the Effective Date and the Construction Commencement Date, Landlord shall continue to have full use and control of the Land, subject to Tenant’s access and inspection rights set forth in Section 3(a) and Section 4 of this Lease. On and after the Construction Commencement Date, Landlord (and any other party claiming, by, through or under Landlord) shall not have full use and control rights of the Land.

#### **4. Lease Contingencies and Tenant’s Due Diligence.**

(a) Lease Contingencies. Tenant’s obligation to perform hereunder shall be subject to the satisfaction of the following contingencies (collectively the “Contingencies”): (i) Tenant obtaining all necessary permits and approvals from federal, state and local governmental authorities required by Tenant for its Intended Use and to construct and operate its Battery System at the Land; (ii) Tenant’s review and approval of title and survey matters with respect to the Land, the environmental, geological, geotechnical, and physical condition of the Land; (iii) Tenant obtaining all necessary easements for its Intended Use; (iv) Tenant deciding to lease the Land in lieu of other sites being considered by Tenant prior to the expiration date of the Due Diligence Period; and (v) Tenant’s review and approval of any other matters that Tenant deems relevant to determining whether Tenant’s leasing of the Land is economically and otherwise feasible. Landlord, at no cost to Landlord, agrees to sign any applications or other documents (that require signature by the fee owner of the Land), and to take all such other actions, as are reasonably required to allow Tenant to, at Tenant’s expense, obtain any re-zonings, variances, permits or other approvals required by Tenant for the Intended Use. If Tenant is unable to satisfy the Contingencies to Tenant’s satisfaction prior to the expiration date of the Due Diligence Period, or if Tenant otherwise determines that Tenant’s leasing of the Land is not feasible or desirable for any reason whatsoever, Tenant may terminate this Lease by giving written notice to Landlord prior to the expiration date of the Due Diligence Period. In addition, the Tenant’s right to terminate this Lease pursuant to this Section 4(a) shall expire on the Construction Commencement Date and is further subject to the conditions specified in Section 9 of this Lease.

(b) Due Diligence, Inspections, Title and Survey. After the Effective Date, Tenant and its employees, agents, contractors, and authorized representations shall be entitled to enter the Land and conduct, at Tenant’s expense, inspections, investigations, studies, surveys, borings, sampling, and testing of the Land as Tenant deems necessary or desirable to determine if the Land is suitable for Tenant’s Intended Use (the “Due Diligence Work”). Within sixty (60) days after the Commencement Date, Tenant shall obtain a survey of the Land (the “Survey”). The Survey’s legal description shall be deemed to be the



legal description of the Land for all purposes under this Lease. After the Commencement Date, Tenant may, at Tenant's expense, conduct the necessary survey(s) and submit the required filings to the local governmental authority having jurisdiction to subdivide the parcel(s) of Land comprising the Land so that the Land are contained within one or more tax parcels separate from other adjacent property owned by the Landlord.

5. **Rent.**

(a) **Due Diligence Period Rent.** Tenant shall pay Landlord the sum of \_\_\_\_ and 00/100 Dollars (\$ \_\_.00) for each year of the Due Diligence Period. Such payment shall be made within thirty (30) days of the Effective Date and each anniversary thereof while the Due Diligence Period is in effect.

(b) **Construction Period Rent.** Tenant shall pay Landlord the sum of \_\_\_\_ Dollars (\$ \_\_.00) for each year of the Construction Period. Such payment shall be made within thirty (30) days of the Construction Commencement Date and each anniversary thereof while the Construction Period is in effect.

(c) **Operating Period Rent.** Tenant shall pay Landlord annual rent during the term in the sum of \_\_ (\$ \_\_.00) per acre of Land (prorated for any fractional acres), as evidenced and determined by the survey. Such payment shall be made with (30) days of the Commercial Operation Date and each anniversary thereof while the Operating Period is in effect.

(d) **Rent Increase.** Commencing on the fifth (5<sup>th</sup>) annual anniversary date of the Commercial Operation Date, and on each fifth (5<sup>th</sup>) annual anniversary thereafter, the annual rent payable hereunder shall increase over the annual rent payable for the prior year by \_\_\_\_ percent (%).

6. **Utilities, Maintenance and Repairs.** Tenant shall pay for all utilities used at the Land by Tenant. Tenant, at Tenant's cost, shall be responsible for the repair and maintenance of the Energy Storage System and Tenant's improvements on the Land.

7. **Alterations.**

(a) Tenant may, at its expense, make any alterations, additions, improvements and changes to the Land as it may deem necessary or desirable in the operation of its business or Energy Storage System, without the consent of Landlord, including without limitation any fencing, security devices and or signage desired by Tenant. Any alteration, addition, improvement or change conducted by Tenant shall be done in compliance with applicable laws and requirements of governmental agencies having jurisdiction. Landlord, at no cost to Landlord, agrees to sign any permit applications and to take all such other actions as are reasonably required to allow Tenant to accomplish any such alterations, additions, improvements and changes to the Land. The Energy Storage System and any and all improvements constructed on the Land by or for Tenant, and all machinery, fixtures, trade fixtures, equipment, and other personal property installed or placed in the Land by or for Tenant, shall, regardless of the manner of attachment to the Land or the improvements thereon, be and at all times remain the property of Tenant, and shall be removable by it at any time and from time to time during the Term and at the expiration or earlier termination of this Lease. In the event that Tenant removes any trees, crops or other vegetation from the Land during the Term, Tenant may sell and/or dispose of the same, and any revenues derived by Tenant from the sale of the same shall belong to Tenant.

(b) Within thirty (30) days after the Tenant notifies Landlord that the Construction Commencement Date has occurred, Landlord shall, at Landlord's sole cost and expense, remove and dispose of all of the following from the Land: NONE

8. **Use and Occupancy.** Tenant shall be entitled to use the Land for the Intended Use. Tenant agrees that no unlawful use of the Land will be made. Landlord shall deliver sole and exclusive possession of the Land to the Tenant on the Construction Commencement Date.

9. **Lease Termination and Surrender of Land.**

(a) **Termination Rights.** Tenant shall have the right to terminate this Lease as of the date that is thirty-six (36) months after the Commencement Date (the “Termination Date”) by providing Landlord with written notice of such termination on or before the date that is thirty (30) days prior to the Termination Date. Upon a termination of this Lease by Tenant permitted hereunder, this Lease shall terminate and become null and void, and Tenant shall have no further obligations hereunder.

(b) **Surrender of Land.** Upon the expiration or earlier termination of this Lease, Tenant shall (i) return the Land to Landlord in substantially the same condition the same were in as of the Construction Commencement Date, to the extent practicable and reasonable wear and tear excepted; and if applicable, (ii) decommission and remove Tenant’s Energy Storage System and all improvements and equipment constructed or installed by Tenant on the Land. Notwithstanding the foregoing, in no event shall Tenant have any obligation to replace any crops or other vegetation damaged or removed by Tenant during the Term.

10. **Insurance.** Tenant may, after the Energy Storage System and its improvements are completed, keep such improvements insured against loss or damage by fire, windstorm, earthquake and similar hazards. Each party hereto shall keep in force, at its sole cost and expense, comprehensive commercial general liability insurance, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and not less than two million dollars (\$2,000,000) aggregate, insuring such party, and the other party hereto as additional insured, against liability arising out of the use, occupancy or ownership of the Land. Any provisions herein to the contrary notwithstanding, Landlord and Tenant mutually agree that, in respect to any loss which is covered by insurance then being carried by them respectively (or which would have been covered had such party maintained the insurance required hereunder), the one carrying such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss, and waives any rights of subrogation which might accrue to the carrier of such insurance. Notwithstanding the foregoing, Tenant may self-insure (either by use of deductibles or self-insured retention) the coverage required of Tenant hereunder and Tenant may satisfy its insurance obligations hereunder through a “blanket” policy or policies covering other properties or liabilities of Tenant.

11. **Taxes.** Tenant shall be solely responsible for any ad valorem property taxes that are assessed against either the Land or Tenant’s personal property for periods falling within the Term. Landlord and Tenant shall apportion taxes appropriately between the parties for any partial tax years falling within the Term. Tenant shall also be responsible for any deferred property taxes (“Deferred Taxes”) due on the Land as a result of Tenant’s use of the Land for the Intended Use in accordance with applicable South Carolina laws. However, in the event that Tenant’s use of the Land for the Intended Use triggers the obligation to pay any Deferred Taxes, or any other taxes, assessments, penalties, fees or interest, on any other property owned by Landlord (other than the Land), Landlord shall be solely responsible for paying the same. In the event that the Land is a part of a larger tax parcel owned by Landlord, and Deferred Taxes become payable on the entire tax parcel as a result of Tenant’s use of the Land for the Intended Use, the Deferred Taxes shall be equitably apportioned as to Landlord and Tenant in a pro-rata manner such that Tenant is responsible only for such costs as they relate to the Land and Landlord is responsible for the remainder. During the Term, Tenant, at its cost, shall have the right, at any time, to seek a reduction in the assessed valuation of the Land or to contest any taxes that are assessed against the Land (or any portion

thereof) or are to be paid by Tenant. If Tenant seeks a reduction or contests any taxes, the failure on Tenant's part to pay the taxes shall not constitute a default as long as Tenant complies with the provisions of this Section 11.

12. **Fire or Other Casualty.** In the event that the Land, System, the improvements thereon, or any portions thereof, are damaged by fire or other casualty during the Term, and if in Tenant's sole reasonable judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Land, the Battery System, or other improvements thereon, as the case may be, Tenant may terminate this Lease by written notice to Landlord. The proceeds of any casualty insurance policy maintained by Tenant shall be payable to Tenant.

13. **Condemnation.**

(a) If the whole of the Land shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, or such portion thereof that, in Tenant's judgment, the remainder of the Land is not suitable for Tenant's purposes (a "Total Taking"), then this Lease shall terminate as of the earlier of the date when title thereto vests in the condemnor or the date when possession thereof shall be delivered to the condemnor.

(b) If a portion or portions of the Land shall be taken under the exercise of the power of eminent domain or by agreement with any condemnor in lieu of such taking, and such taking does not constitute a Total Taking (a "Partial Taking"), then this Lease, only as to the portion or portions so taken, shall terminate as of the date possession thereof shall be delivered to the condemnor, but otherwise this Lease shall remain in full force and effect. If there is any Partial Taking, the Landlord and the Tenant shall both be entitled to participate in the condemnation proceeding to establish the condemnation award to the taking of each parties' interest in the Land.

(c) If Landlord and Tenant are unable to obtain separate awards with respect to their respective interests in the Land, then, the single award shall be fairly and equitably apportioned between Landlord and Tenant. The portion of the award to be received by Landlord shall be based upon the taking of or injury to the fee simple estate in the Land, but not the improvements thereon. The portion of the award to be received by Tenant shall be based upon the taking and reduction of Tenant's leasehold estate created by this Lease, the taking of any improvements constructed or placed by Tenant on the Land, loss or interruption of Tenant's business and the cost of any restoration or repair necessitated by such taking or condemnation. Notwithstanding the foregoing, however, in the event Tenant has exercised its right to terminate this Lease under this Section 13, then Tenant shall first receive all condemnation proceeds until Tenant has received an amount equal to the appraised value of the improvements made to the Land by Tenant prior to the taking. Tenant shall have the right to participate, at its own expense, in any such condemnation proceedings and to negotiate on behalf of itself and Landlord in such proceedings; provided, however, Tenant shall not enter into any binding agreement or settlement without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Landlord agrees to cooperate with Tenant and to execute such documentation as may be reasonably necessary to allow Tenant to participate in such condemnation proceedings.

14. **Default.** If either party fails to comply with any term, covenant or condition of this Lease for a period of thirty (30) days after the defaulting party's receipt of written notice from the other party of such failure (provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in default hereunder if it commences to cure within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), then the defaulting party shall be deemed in default hereunder and the other party may, at its option, may pursue any and all

remedies available to such party at law or in equity. If there is a default by a party hereunder, the non-defaulting party will take commercially reasonable measures to mitigate its damages.

15. **Binding Effect; Assignment and Subletting.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Tenant may assign this Lease, in whole or in part, or sublet the Land, or any part thereof, without Landlord's prior consent, provided that any such assignee shall agree in writing to be bound by all of the terms and conditions of this Lease. Landlord shall promptly notify Tenant in writing of the identity and address of any purchaser of Landlord's fee interest in the Land and Landlord shall cause such purchaser to notify Tenant in writing of the address.

16. **Mutual Indemnification.** Except to the extent caused by Landlord, Tenant agrees to indemnify and hold Landlord harmless from any and all damages or claims which Landlord may be compelled to pay on account of injuries to person or damages to property on the Land where the aforesaid injuries or damages are caused by Tenant (or Tenant's employees, agents, or contractors) or Tenant's breach of this Lease.

17. **Quiet Enjoyment.** Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Land in Tenant against all parties whomsoever for the entire Term hereof, and that Tenant shall have peaceable and quiet possession of the Land during the Term without hindrance or molestation.

18. **Waiver.** The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. **Notices.** All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Anderson County  
Attn: \_\_\_\_\_  
PO Box 8002  
Anderson, SC 29622

To Tenant: Duke Energy Carolinas, LLC  
Lease Administration  
550 S. Tryon Street, DEC 22A  
Charlotte, NC 28202

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. **Memorandum of Lease.** Landlord and Tenant agree that this entire Lease shall not be recorded; provided however, promptly after the full execution of this Lease, Landlord and Tenant shall execute and record (at Tenant's expense) a memorandum of this Lease in the Office of the Register of Deeds in the County in which the Land is located and which memorandum shall be in form sufficient to

publish notice and protect the validity of this Lease and Tenant's rights hereunder. The lease memorandum shall specify the Commencement Date, the Expiration Date, the Renewal Terms granted herein, and such other provisions of this Lease as the parties mutually agree to incorporate therein.

21. **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.

22. **Invalidity of Particular Provisions.** If any term or provision of this Lease shall to any extent be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

23. **Subordination/Non-Disturbance Agreement.**

(a) Tenant's obligation to subordinate its interests or attorn to any mortgagees or beneficiaries of mortgages or deeds of trust, or any other holders of liens on the Land or any portion thereof (each hereinafter a "Mortgagee") that may heretofore or hereafter be placed against the Land by Landlord is conditioned upon the Mortgagee's written agreement not to disturb Tenant's possession, quiet enjoyment of the Land, and rights under this Lease so long as Tenant is not in default under the terms of this Lease (beyond any applicable notice and cure periods). Landlord shall use commercially reasonable efforts to provide to Tenant, on or before the expiration date of the Due Diligence Period and Construction Commencement Date, a subordination, non-disturbance, and attornment agreement from any and all current Mortgagees that is reasonably acceptable to Tenant. With respect to any future Mortgagee of a mortgage or deed of trust, Landlord shall use commercially reasonable efforts to obtain from such future Mortgagee a subordination, non-disturbance, and attornment agreement that is reasonably acceptable to Tenant.

(b) In the event any proceedings are brought for foreclosure of any mortgage or deed of trust on the Land, Tenant will attorn to the purchaser at a foreclosure sale on acquiring Landlord's interest in the Land and the Lease, and any assignee thereof, and recognize such purchaser or assignee as Landlord under this Lease provided such purchaser or assignee agrees in writing not to disturb Tenant's possession or rights under this Lease or in the Land, and to acknowledge all of Tenant's rights hereunder, so long as Tenant is not in default under the terms of this Lease (beyond any applicable notice and cure periods). Tenant agrees to give any such Mortgagee of whom Tenant has been informed in writing, written notice of any default or failure to perform by Landlord under this Lease. Such Mortgagee shall have the same amount of time afforded to Landlord hereunder to cure any Landlord default; and Tenant shall accept such cure if timely and effectively made by such Mortgagee.

24. **Warranties and Representations.**

(a) Tenant hereby agrees with, and warrants and represents to Landlord as follows: (i) Tenant is a duly formed and validly existing entity, incorporated or organized under the laws of the State in which it was incorporated or organized; (ii) Tenant has the full legal right, power and authority to execute this Lease and all documents now or hereafter to be executed by it pursuant to this Lease; (iii) this Lease has been duly authorized by all requisite entity action on the part of the Tenant, and is the valid and legally binding obligation of Tenant, enforceable in accordance with its terms; (iv) this Lease will not contravene any provision of Tenant's organizational documents, any judgment, order, decree, writ or injunction issued against Tenant or any provision of any laws applicable to Tenant; and (v) the consummation of the transaction contemplated hereby will not result in a breach or constitute a default or event of default by Tenant under any agreement to which Tenant or any of its assets are subject or bound and will not result in a violation of any laws applicable to Tenant.

(b) Landlord hereby agrees with, and warrants and represents to Tenant as follows: (i) Landlord is the owner of the Land with full right and authority to execute this Lease and to lease the Land to Tenant in accordance with the terms hereof; (ii) to the best of Landlord's knowledge, the Land are free from environmental contamination of any sort, and the Land complies with any and all applicable laws, rules, and ordinances; (iii) Landlord has not received any notice of condemnation, zoning change or legal noncompliance relating to the Land; (iv) Landlord will not institute or consent to any rezoning of the Land during the Term, unless specifically requested by Tenant; (v) Landlord shall not further encumber the title to the Land after the Effective Date and during the Term; (vi) Landlord acknowledges that access to sunlight is essential to the value of the rights granted to Tenant under this Lease, and accordingly, Landlord shall not cause or permit any property owned or controlled by Landlord in the vicinity of the Land, or any activities, uses or improvements thereon, to impair Tenant's use of the Land or the Energy Storage System thereon (for example, and without limiting the generality of the foregoing, Landlord shall not cause or permit any cell towers, water towers, billboards, silos or any other structures to be placed or constructed thereon or permit the growth of any foliage that may obstruct the sunlight that otherwise would reach the Land, or that may cast shade or shadows upon the Land or any portion thereof); (vii) the Land is free from any recorded or unrecorded use or occupancy restrictions or declarations of restrictive covenants; (viii) Landlord has not and, to the best of Landlord's knowledge, Landlord's tenants or predecessors in title have not used, manufactured, stored or released petroleum products or hazardous substances on, in or under the Land; (ix) there are no service or maintenance contracts affecting the Land for which Tenant may be obligated or liable for; (x) there are no delinquent or outstanding assessments, liens, taxes, or other impositions levied or assessed against the Land; (xi) there is no pending or threatened lawsuit, claim, or legal proceeding against Landlord or the Land that could affect the Tenant's rights under this Lease or the Landlord's ability to perform Landlord's obligations hereunder; (xii) except for this Lease, there are no leases, options to purchase, license agreements or other third party rights to use or possess the Land (or any portion thereof), whether written or oral, recorded or unrecorded; (xiii) Landlord is not in the hands of a receiver nor is an application for such a receiver pending; (xiv) Landlord has made no assignment for the benefit of creditors, nor filed, or had filed against it, any petition in bankruptcy; and (xv) within five (5) days after the Effective Date, Landlord shall provide copies of the following documents with respect to the Land in Landlord's possession or reasonably available to Landlord: (a) any notices of any statute or code violation; (b) to the extent assignable, copies of all documents, contracts, reports, communications, or other materials reasonably requested by Tenant, that relate to the design, development, construction, condition, ownership or operation of the Land; (c) surveys of the Land, engineering studies, soil suitability and compaction studies, environmental permits, local zoning permits, variances, waivers, or similar documents; (d) environmental reports and audits (including, but not limited to, all "Phase I" environmental site assessments and other environmental assessment and remediation reports, if any, pertaining to the Land); (e) liens, mortgages, deeds of trust, leases, easements, restrictions, covenants, and agreements applicable to the Land; and (f) title commitments, title policies, title opinions, and other title or survey information relating to the Land. Landlord shall have a continuing obligation to provide to Tenant the documents, if any, referenced in subparts (a) through (f) above, which may come into Landlord's possession, or become available to Landlord, during the Due Diligence Period.

(c) Tenant shall retain title to and be the legal and beneficial owner of the Energy Storage System at all times. Landlord shall provide timely notice of Tenant's title and sole ownership of the Energy Storage System to all persons that have, or may come to have, an interest in or lien upon the real property comprising the Land. Tenant shall be the exclusive owner of the electricity stored by the Energy Storage System and the Environmental Attributes (as hereinafter defined) and Environmental Incentives (as hereinafter defined) thereof. "Environmental Attributes" means the characteristics of electric power generation at the Energy Storage System that have intrinsic value, separate and apart from the generated energy, arising from the perceived environmental benefits of the Energy Storage System or energy generated at the Energy Storage System, including but not limited to all environmental and other attributes

that differentiate the Energy Storage System or energy generated at the Energy Storage System from energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the Energy Storage System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the Energy Storage System or the compliance of the Energy Storage System or energy generated at the Energy Storage System with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or any successor laws, rules or standards or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Environmental Protection Agency or successor administration or any state or federal entity having jurisdiction over a program involving transferability of rights arising from Environmental Attributes. Without limiting the foregoing, “Environmental Attributes” includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider, or other incentive programs offered by the state and the right to claim federal income tax credits, if applicable. “Environmental Incentives” means all rights, credits (including tax credits), rebates, benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of the Energy Storage System or the energy generated at the Energy Storage System or otherwise from the development or installation of the Energy Storage System or the production, sale, purchase, consumption or use of the energy generated at the Energy Storage System.

25. **Brokerage Commission.** Neither Landlord nor Tenant knows of any real estate brokers or agents who are or may be entitled to any commission or finder’s fee in connection with this Lease. Each party hereto agrees to indemnify and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, fees for legal counsel and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of such party’s discussions, negotiations and/or dealings with any real estate broker or agent.

26. **Easements.** Landlord agrees to reasonably cooperate with Tenant in granting easements and rights of way on adjacent property owned by Landlord necessary to serve the Land for the Tenant’s Intended Use. Landlord covenants and agrees that Landlord shall, upon the request of Tenant, join in the execution of any such easement. Tenant is hereby authorized to grant such easements across, under and over the Land as are necessary for rights of way, ingress and egress, and for the installation, construction, operation, maintenance, repair and replacement of utility lines and related facilities serving the Land, including without limitation any such easements required to connect the Land to a receiver of electric power generated at the Land.

27. **Access.** Tenant, and Tenant’s employees, agents, contractors, guests, subtenants and designees shall have access to the Land at all times after the Effective Date and during the Term. On and after the Construction Commencement Date, neither Landlord nor any agent of Landlord shall, without a Tenant representative, enter upon any portion of the Land.

28. **Confidentiality.** Landlord acknowledges that Landlord may become privy to confidential information of Tenant, in addition to information regarding the terms of this Lease. Landlord therefore agrees to take all steps to ensure that any information with regard to Tenant, Tenant’s Intended Use of the Land (and improvements thereon) and/or this Lease, shall remain confidential and shall not be disclosed or revealed to outside sources by Landlord or by its employees, officers, agents, counsel, accountants or

representatives, except as otherwise required by law or court order. The terms of this Section 28 shall survive the expiration or any sooner termination of this Lease.

29. **Estoppel.** Within fifteen (15) business days after written request therefor by Tenant, Landlord shall deliver a certificate to Tenant, Tenant's lender (if applicable) and/or any proposed assignee of Tenant, in a commercially reasonable form, setting forth the terms of this Lease, the absence of default hereunder, and such other reasonable terms as may be requested by Tenant or by such lender or assignee. If the Landlord fails to respond within such fifteen (15) business day period, then, in addition to such failure constituting an event of default, all matters set forth in the estoppel certificate shall be deemed to be true, accurate and complete.

30. **Leasehold Mortgages.** Tenant and every successor and assign of Tenant is hereby given the right by Landlord, without Landlord's consent, to mortgage its interest in this Lease and assign its interest in this Lease as collateral security for such mortgage. If Tenant and/or Tenant's successors and assigns shall mortgage all or part of its interest in this Lease and if Tenant or the holder of such mortgage shall send to Landlord a true copy thereof together with written notice specifying the name and address of the mortgagee and the pertinent recording data with respect to such mortgage, Landlord agrees that so long as the leasehold mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply:

(a) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder of the leasehold mortgage. The leasehold mortgagee shall have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such leasehold mortgagee's acts if they had been performed by Tenant.

(b) Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant, that Landlord will enter into a new lease for the Land with the leasehold mortgagee or its nominee for the remainder of the Term effective as of the date of such termination, at the rent and other charges, and upon the terms, provisions, covenants and agreement contained in this Lease, provided:

(i) the mortgagee or its nominee shall pay to Landlord, at the time of execution and delivery of the new lease, any and all sums which would then be due pursuant to this Lease but for such termination; and

(ii) the mortgagee or its nominee shall perform and observe all covenants in this Lease to be performed by Tenant and shall further remedy any other conditions which Tenant was obligated to perform under the terms of this Lease.

(c) Landlord shall, upon request, execute, acknowledge and deliver to each leasehold mortgagee an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to the leasehold mortgagee and to Landlord, between Landlord, Tenant and the leasehold mortgagee confirming the provisions of this Section 30.

The term "mortgage," as used in this Section 30, shall include mortgages, deeds of trust and/or whatever security instruments are used in the State in which the Land are located from time to time, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code.

31. **Bankruptcy.** In the event (i) the Land or any rights therein shall be levied on by execution or other process of law by a creditor of either party, (ii) if either party shall be adjudged bankrupt or



insolvent, (iii) if any party has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof, (iv) if any receiver shall be appointed for the business and property of either party, or (v) if any assignment shall be made of either party's property for the benefit of creditors, thereby diminishing any right or privilege granted by this Lease to the other party, then the other party may terminate this Lease forthwith and otherwise exercise any other remedy it may have at law or equity or under this Lease.

32. **Nature and Extent of Agreement/Amendments.** This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the Land, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease creates only the relationship of landlord and tenant between the parties as to the Land; and nothing in this Lease shall in any way be construed to impose upon either party any obligations or restrictions not expressly set forth in this Lease. No amendment or modification of this Lease shall be binding unless in writing and duly executed by both parties.

33. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original once executed and delivered.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOW.]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease by authority duly given, as of the day and year first above written.

**LANDLORD:**

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

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

STATE OF SOUTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, South Carolina, certify that \_\_\_\_\_, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
Printed/Typed Name: \_\_\_\_\_

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

[AFFIX NOTARIAL STAMP OR SEAL]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Lease by authority duly given, as of the day and year first above written.

**TENANT:**

**DUKE ENERGY, LLC**

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

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

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

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_, of DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company, and that he/she, as \_\_\_\_\_, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the limited liability company in the capacity indicated.

WITNESS my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
Printed/Typed Name: \_\_\_\_\_

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

[AFFIX NOTARIAL STAMP OR SEAL]

**ANDERSON COUNTY  
ORDINANCE NO. 2022-012**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA (THE "COUNTY") AND ONE OR MORE COMPANIES COLLECTIVELY IDENTIFIED FOR THE TIME BEING AS PROJECT HIGHWAY 81 LOGISTICS, ACTING FOR ITSELF OR THEMSELVES, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY"), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (THE "PROJECT"); (2) THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT AND THE DISTRIBUTION OF REVENUES GENERATED FROM THE PROJECT WITHIN THE COUNTY; (3) CERTAIN SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE PROJECT; AND (4) OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act"), and Title 4, Chapter 1 of the Code (the "Multi-County Park Act", or, as to Section 4-1-175 thereof, and by incorporation Section 4-29-68 of the Code, the "Special Source Act") (collectively, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to pay certain costs of infrastructure serving the County or improved or unimproved real property and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, a company identified for the time being as Project Highway 81 Logistics Operating Company, and a company identified for the time being as Project Highway 81 Logistics Real Property Owner, each acting for itself, one or more affiliates, and/or other project sponsors (collectively, the "Companies"), propose to establish and/or expand certain facilities at one or more locations in the County (the "Project"); and

WHEREAS, the Companies anticipate that, should their plans proceed as expected, the Companies will invest, or cause to be invested, at least \$45,343,000, in the aggregate, in the Project (the "Minimum Investment Requirement") and create, or cause to be created, at least 12 new, full-time jobs, in the aggregate, at the Project (the "Minimum Jobs Requirement"); and

WHEREAS, on the basis of the information supplied to it by the Companies, the County has determined, *inter alia*, that the Project would subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Companies to locate the Project in the County, the Council adopted Resolution No. 2022-022 on April 5, 2022 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT, Special Source Credits, and a multi-county industrial or business park with respect to the Project; and

WHEREAS, the County and the Companies have agreed to the specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and between the County and the Companies with respect to the Project (the “Incentive Agreement”), the form of which Incentive Agreement is presented to this meeting, and which Incentive Agreement is to be dated as of [\_\_\_\_], 2022, or such other date as the parties thereto may agree; and

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

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

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Companies with respect to the Project, the County makes the following findings and determinations:

- (a) The Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and
- (b) The Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and
- (c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and
- (d) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and
- (e) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (f) The benefits of the Project are greater than the costs.

Section 2.

(a) The County hereby agrees to enter into the Incentive Agreement with the Companies, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, and whereby the Companies will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County, under certain conditions set forth in the Incentive Agreement, will agree to accept certain negotiated fee in lieu of *ad valorem* tax (“Negotiated FILOT”) payments with respect to the Project, as set forth in Section 2(b) hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%, (2) a millage rate of 332.07 mills, which millage rate or millage rates shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT; (3) the fair market value of the Project, determined in accordance with the Negotiated FILOT Act; and (4) and such other terms and conditions as will be specified in the Incentive Agreement, including, without limitation, that (A) the Companies, in their sole discretion, may dispose of property and replace property subject to Negotiated FILOT payments to the maximum extent permitted by the Negotiated FILOT Act, and (B) the real property portion of the economic development property comprising the Project shall be reported at its fair market value for *ad valorem* taxes as determined by appraisal as if such property were not subject to the Negotiated FILOT, in accordance with, and as set forth in, Section 12-44-50(A)(1)(c)(i) of the Negotiated FILOT Act.

(ii) The Negotiated FILOT shall be calculated as provided in this Section 2(b) for all Negotiated FILOT Property placed in service during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year’s investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years, up to an aggregate of thirty-five (35) years, or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of forty (40) years.

### Section 3.

(a) The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park (the “Multi-County Park”) pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide the Companies and the Project with any additional benefits afforded by the laws of the State for projects located within multi-county industrial or business parks, and which facilitate the County’s provision, and the Companies’ receipt, of the Special Source Credits described herein, all in accordance with the terms of the Incentive Agreement.

(b) Revenues generated for the Multi-County Park from the Project through Negotiated FILOT payments to be retained by Anderson County (“Net Park Fees”) under the

agreement governing the Multi-County Park shall be distributed within Anderson County in accordance with this subsection:

(1) 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of Anderson County; and

(3) Remaining Net Park Fees shall be disbursed to each of the taxing entities in Anderson County which levy an old ad valorem property tax in any of the areas comprising the Anderson County portion of the Multi-County Park 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 4.

(a) As an additional incentive to induce the Companies to locate the Project in the County, and as reimbursement for investment in Special Source Improvements, and subject to the requirements of the Special Source Act, the County hereby agrees that the Companies shall be entitled to receive, and the County shall provide, Special Source Credits against each Negotiated FILOT payment due from each Company with respect to its respective portion of the Project for a period of fifteen (15) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to such portion of the Project, as follows: (i) for the first five (5) such tax years, in an amount equal to fifty percent (50%) of each such Negotiated FILOT payment; and (ii) for the remaining ten (10) such tax years, in an amount equal to forty percent (40%) of each such Negotiated FILOT payment; provided, however, if, by the second anniversary of the "commencement date" (here and hereinafter, as such term is defined in the Negotiated FILOT Act), new job creation at the Project by the Companies and any other Sponsors or Sponsor Affiliates is not at least 10 new, full-time jobs, in the aggregate, at the Project and/or total investment in the Project by the Companies and any other Sponsors or Sponsor Affiliates is not at least \$35,000,000, in the aggregate, the applicable Special Source Credit percentage shall be reduced from fifty percent (50%) to thirty percent (30%), on a prospective basis, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the second anniversary of the commencement date; provided, further, however, that in the event of a reduction of the Special Source Credit percentage set forth above, if the Companies satisfy both the Minimum Investment Requirement and the Minimum Jobs Requirement by the end of the Compliance Period (*i.e.*, the fifth anniversary of the commencement date), such reduced Special Source Credit percentage shall revert to the original Special Source Credit percentage of forty percent (40%) prospectively, commencing with the Negotiated FILOT payment corresponding to the Property Tax Year containing the last day of the Compliance Period.

(b) In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time by the Companies in connection with the Project.

Section 5. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the

Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Companies. The Incentive 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 the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 6. The Chairman of the Council, the County Administrator of the County, and the Clerk to the Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to Incentive Agreement.

Section 7. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase, or provision 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 8. All orders, 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 and approval.

[End of Ordinance]



Enacted and approved, in meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

[SEAL]

ATTEST:

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

ATTEST:

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

APPROVED AS TO FORM:

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

First Reading: April 5, 2022  
Second Reading: May 3, 2022  
Public Hearing: \_\_\_\_\_, 2022  
Third Reading: \_\_\_\_\_, 2022

**FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

**by and between**

**ANDERSON COUNTY, SOUTH CAROLINA**

**and**

**PROJECT HIGHWAY 81 LOGISTICS OPERATING COMPANY**

**and**

**PROJECT HIGHWAY 81 LOGISTICS REAL PROPERTY OWNER**

**Dated as of [\_\_\_\_], 2022**

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## FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated to be effective 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 a company identified for the time being as PROJECT HIGHWAY 81 LOGISTICS OPERATING COMPANY (the “Operating Company”), and a company identified for the time being as PROJECT HIGHWAY 81 LOGISTICS REAL PROPERTY OWNER (the “Real Property Owner”), each acting for itself, one or more affiliates, and/or other project sponsors (each of the Operating Company and the Real Property Owner, a “Company” and collectively, the “Companies”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (the “Multi-County Park Act”, or, as to Section 4-1-175 thereof, and by incorporation Section 4-29-68 of the Code, the “Special Source Act”) (collectively, the “Act”) and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments to pay certain costs of infrastructure serving the County or improved or unimproved real property and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of special source revenue credits; and

WHEREAS, the Companies propose to establish and/or expand certain facilities at one or more locations in the County (the “Project”), and anticipate that, should their plans proceed as expected, the Companies will invest, or cause to be invested, in the aggregate, at least \$45,343,000 in the Project and will create, or cause to be created, in the aggregate, at least 12 new, full-time jobs at the Project by the end of the Compliance Period (as defined herein), as set forth in greater detail herein; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Companies to locate the Project in the County, the Council adopted Resolution No. 2022-022 on April 5, 2022 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT, special source revenue credits, and a multi-county industrial or business park with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions set forth herein, and, by Ordinance No. 2022-012 enacted by the Council on [\_\_\_\_], 2022, approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, the potential investment to be made, or caused to be made, and the potential jobs to be created, or caused to be created, by the Companies which contribute to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the Negotiated FILOT Act and the Multi-County Park Act, including, without limitation, the Special Source Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable attorney’s fees, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by any Company or any other Sponsor or Sponsor Affiliate under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Sponsor or Sponsor Affiliate, required to pay such expense hereunder is provided an itemized statement of all such expenses incurred and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter directly or indirectly owns all or part of any Company or

any other Sponsor or Sponsor Affiliate, as the case may be, or which is now or hereafter directly or indirectly owned in whole or in part by any Company or any other Sponsor or Sponsor Affiliate, as the case may be, or by any partner, shareholder or owner of any Company or any other Sponsor or Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to any Company or any other Sponsor or Sponsor Affiliate, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

*“Agreement”* shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

*“Code”* shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

*“Company”* shall mean each of the Operating Company and the Real Property Owner, each with respect to its respective portion of the Project.

*“Companies”* shall mean the Operating Company and the Real Property Owner, collectively.

*“Compliance Period”* shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth (5<sup>th</sup>) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on **[December 31, 202\_]**, and, in such event, the Compliance Period will end on **[December 31, 202\_]**.

*“Council”* shall mean the governing body of the County and its successors.

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

*“Credit Eligible Entity”* shall have the meaning specified in **Section 3.02(a)** hereof.

*“Deficiency Payment”* shall have the meaning specified in **Section 5.01(e)** hereof.

*“Department of Revenue”* shall mean the South Carolina Department of Revenue and any successor thereof.

*“Event of Default”* shall mean an Event of Default, as set forth in **Section 8.01** hereof.

*“Existing Property”* shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation,

property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of any Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of any Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that such Company or such other Sponsor or Sponsor Affiliate invests at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Payment*” or “*FILOT Payments*” shall mean the FILOT payments to be made by any Company or any other Sponsor or Sponsor Affiliate with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Period*” shall mean the period for completion of the Project, which shall initially be equal to the Compliance Period; provided, however, that, if the Minimum Contractual Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the Compliance Period to end on the tenth (10<sup>th</sup>) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the Negotiated FILOT Act; provided further that there shall be no extension of the period for meeting the Minimum Statutory Investment Requirement beyond the Compliance Period, all determined as specified in Section 12-44-30(13) of the Negotiated FILOT Act. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on [December 31, 202\_], upon any such extension, the Investment Period would end on [December 31, 203\_].

“*Land*” shall mean the land upon which the Project has been or will be acquired, constructed and equipped, as described in **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

“*Minimum Contractual Investment Requirement*” shall mean investment in the Project, within the period commencing on the first day that Project property comprising all or a portion of



the Project is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of the Compliance Period, by the Companies and all Sponsors and Sponsor Affiliates, in the aggregate, of at least \$45,343,000 (without regard to depreciation or other diminution in value).

*“Minimum Jobs Requirement”* shall mean the creation at the Project of at least 12 new, full-time jobs in the County by the Companies and all other Sponsors or Sponsor Affiliates, in the aggregate, within the Compliance Period.

*“Minimum Statutory Investment Requirement”* shall mean investment in the Project of not less than \$2,500,000 within the Compliance Period, as set forth in Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act and **Section 6.02** hereof.

*“Multi-County Park”* shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Act and the Multi-County Park Agreement, and any multi-county industrial or business park which now or hereafter includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

*“Multi-County Park Act”* shall mean Title 4, Chapter 1 of the Code.

*“Multi-County Park Agreement”* shall mean that certain multi-county park agreement between the County and Greenville County, South Carolina, dated as of December 1, 2010, as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended or replaced from time to time.

*“Negotiated FILOT”* or *“Negotiated FILOT Payments”* shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

*“Negotiated FILOT Act”* shall mean Title 12, Chapter 44 of the Code.

*“Negotiated FILOT Property”* shall mean all Project property qualifying for the Negotiated FILOT as “economic development property” within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property and any Released Property.

*“Non-Qualifying Property”* shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which

any Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which any Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(e)(iii)** hereof.

*“Operating Company”* shall mean a company identified for the time being as Project Highway 81 Logistics Operating Company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05 or 6.01** hereof or any other assignee or transferee hereunder which is designated by the Operating Company and approved by the County.

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

*“Project”* shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all machinery, equipment, furnishings and other personal property now or hereafter acquired by or on behalf of any Company or any other Sponsor or Sponsor Affiliate for use on or about the Land; and (iii) any Replacement Property; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within the Investment Period.

*“Property Tax Year”* shall mean the annual period which is equal to the fiscal year of the Companies, or any other Sponsor or Sponsor Affiliate, as the case may be, *i.e.*, with respect to the Operating Company, the annual period ending on [\_\_\_\_\_] of each year, and, with respect to the Real Property Owner, the annual period ending on [\_\_\_\_\_] of each year.

*“Real Property Owner”* shall mean a company identified for the time being as Project Highway 81 Logistics Real Property Owner, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05 or 6.01** hereof or any other assignee or transferee hereunder which is designated by the Real Property Owner and approved by the County.

*“Released Property”* shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by any Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(e)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which any Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

*“Replacement Property”* shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

*“Special Source Act”* shall mean Section 4-1-175 of the Code.

*“Special Source Credits”* shall mean the special source revenue credits described in **Section 3.02** hereof.

*“Special Source Improvements”* shall mean, to the extent paid for by any Company or any other Sponsor or Sponsor Affiliate, any infrastructure serving the economic development of the County and any improved or unimproved real property, buildings, structural components of buildings, fixtures, or other real property improvements, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County, all as set forth in the Special Source Act. For purposes of this Agreement, Special Source Improvements shall initially be deemed to include, without limitation, all roadwork, water, sewer, drainage, power and utility facilities serving the Project, as well as the Land, the buildings, fixtures and other real property improvements on the Land, and any additions or improvements to any of the foregoing, whether paid for by any Company or any Sponsor or Sponsor Affiliate directly or through lease payments. Notwithstanding anything in this Agreement to the contrary, the County, the Operating Company, and the Real Property Owner hereby agree that, to the maximum extent permitted by law, aggregate expenditures made by the Real Property Owner in Special Source Improvements shall be jointly allocated to the Operating Company and the Real Property Owner for purposes of receiving the Special Source Credits; provided, however, in the event that (i) a court of competent jurisdiction holds that such allocation provisions are invalid or unenforceable in any material respect, or should the Operating Company determine that there is reasonable doubt as to the validity or enforceability of such allocation provision and provide written notice to the County of such determination, and (ii) the Operating Company has made insufficient expenditures in Special Source Improvements, as initially delineated above, to offset any Special Source Credits it has theretofore received, or will receive, the Operating Company shall be hereby automatically deemed to have elected, on behalf of itself and as set forth above, to include personal property, including machinery and equipment, as Special Source Improvements as of the earlier of (i) effective date of any such holding of invalidity or unenforceability, or (ii) the date of any such written notice, as the case may be, subject to, and in accordance with, any applicable provisions of Section 4-29-68(A)(2)(ii) of the Code in the event that personal property is removed from the Project.

*“Sponsor”* and *“Sponsor Affiliate”* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections

12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. As of the original execution and delivery of this Agreement, **[the only Sponsors are the Companies and there are no Sponsor Affiliates]**.

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

“*Term*” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

Section 1.03. Project-Related Investments. The term “investment” or “invest” as used herein shall include not only investments made by the Companies and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of any 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, as the case may be, by such Company.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, Special Source Credits, and the inclusion and maintenance of the Project in the Multi-County Park, all as set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) On the basis of information supplied to it by the Companies, the County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the

performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any State law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which, to the best knowledge of the County, could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

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

(a) The Operating Company is a [ ] validly existing and in good standing under the laws of [ ] and is authorized to do business in the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Operating Company's fiscal year end is [ ] and the Operating Company will notify the County of any changes in the fiscal year of the Operating Company.

(b) The Operating Company intends to operate the Project as facilities for [ ].

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing the Operating Company to locate the Project within the County and the State.

(d) To the best knowledge of the Operating Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Operating Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.03. Representations and Warranties by the Real Property Owner. The Real Property Owner makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Real Property Owner is a [ ] validly existing and in good standing under the laws of [ ] and is authorized to do business in the State of South Carolina, has all requisite power to enter into this Agreement and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Real Property Owner's fiscal year end is [ ] and the Real Property Owner will notify the County of any changes in the fiscal year of the Real Property Owner.

(b) The Real Property Owner intends that the Project be operated as facilities for [ ].

(c) The agreements with the County with respect to the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, as set forth herein, were factors in inducing the Real Property Owner to locate the Project within the County and the State.

(d) To the best knowledge of the Real Property Owner, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Real Property Owner in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

### ARTICLE III

#### COVENANTS OF COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Special Source Credits.

(a) As reimbursement for investment in Special Source Improvements and subject to the requirements of the Special Source Act and **Section 4.02** hereof, the County hereby agrees that the Companies and each other Sponsor or Sponsor Affiliate (each, a "Credit Eligible Entity") shall be entitled to receive, and the County shall provide, Special Source Credits against each Negotiated FILOT Payment due from each such Credit Eligible Entity with respect to its respective portion the Project, for a period of fifteen (15) consecutive tax years, commencing with the tax year for which the initial Negotiated FILOT Payment is due with respect to such portion of the Project, as follows: (i) for the first five (5) such tax years, in an amount equal to fifty percent (50%) of each such Negotiated FILOT Payment; and (ii) for the remaining ten (10) such tax years, in an amount equal to forty percent (40%) of each such Negotiated FILOT Payment; provided, however, if by the second anniversary of the "commencement date" (here and hereinafter, as such

term is defined in the Negotiated FILOT Act), new job creation at the Project by the Companies and any other Sponsors or Sponsor Affiliates is not at least 10 new, full-time jobs, in the aggregate, at the Project and/or total investment in the Project by the Companies and any other Sponsors or Sponsor Affiliates is not at least \$35,000,000, in the aggregate, the applicable Special Source Credit percentage shall be reduced from fifty percent (50%) to thirty percent (30%), on a prospective basis, commencing with the Negotiated FILOT Payment corresponding to the Property Tax Year containing the second anniversary of the commencement date; provided, further, however, that in the event of a reduction of the Special Source Credit percentage set forth above, if the Companies satisfy both the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement by the end of the Compliance Period (*i.e.*, the fifth anniversary of the commencement date), such reduced Special Source Credit percentage shall revert to the original Special Source Credit percentage of forty percent (40%) prospectively, commencing with the Negotiated FILOT Payment corresponding to the Property Tax Year containing the last day of the Compliance Period. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Companies and all other Sponsor and Sponsor Affiliates.

(b) The Special Source Credits to which a Credit Eligible Entity is entitled for each tax year of the period set forth in **Section 3.02(a)** hereof shall be reflected by the County on each bill sent by the County to such Credit Eligible Entity for each Negotiated FILOT Payment due from such Credit Eligible Entity with respect to each such tax year, by reducing the total original Negotiated FILOT Payment amount otherwise due from such Credit Eligible Entity for such tax year by the amount of Special Source Credits to which such Credit Eligible Entity is entitled for such tax year.

(c) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credits are taken against any Negotiated FILOT Payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying Replacement Property), the amount of the Negotiated FILOT Payment due on such personal property for the year in which such personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(d) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

**Section 3.03. Multi-County Park Designation.** The County agrees to use its best efforts to designate the Project, including, but not limited to the Land, as part of a Multi-County Park, if not already so designated, and agrees to use its best efforts to maintain the Project within the

boundaries of the Multi-County Park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms, and for a duration, which facilitate the provision by the County, and the receipt by each Credit Eligible Entity, of the Special Source Credits set forth in **Section 3.02** hereof.

Section 3.04. Commensurate Benefits. The parties hereto acknowledge the intent of this Agreement, in part, is to afford each Company and each other Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Companies' decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, the Multi-County Park Agreement, or agreements similar in nature to this Agreement or the Multi-County Park Agreement are invalid or unenforceable in any material respect, or should any Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement or the Multi-County Park Agreement in any material respect, then, at the request of any Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to each Company and each other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including, but not limited to, the Negotiated FILOT and the Special Source Credits, and agrees, if requested by the Companies, to enter into a lease purchase agreement with the Companies and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Multi-County Park is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Companies and the County express their intentions that the tax or FILOT payments be reformed so as to best afford the Companies and each other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement, including but not limited to the Special Source Credits, as then permitted by law, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1, and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Each Company acknowledges, if a court of competent jurisdiction holds all or part of the Negotiated FILOT Act is unconstitutional or otherwise illegal, the Negotiated FILOT Act currently provides that each Company and each other Sponsor or Sponsor Affiliate must transfer their respective portion of the Negotiated FILOT Property to the County within one hundred eighty (180) days following such determination in order for the Negotiated FILOT benefits to continue to apply to such property. In any such lease purchase agreement referenced above, the County, upon the conveyance of title to the Project to the County at the expense of the Companies or any other Sponsor or Sponsor Affiliate, as the case may be, agrees to lease the Project to the Companies or any such other Sponsor or Sponsor Affiliate, as the case may be. At the end of the term of any such lease purchase agreement, and upon payment of all outstanding obligations incurred under such lease purchase agreement, each of the Companies and any such other Sponsor or Sponsor Affiliate shall have the option to purchase its respective portion of the Project from the County for Ten Dollars (\$10.00).



## ARTICLE IV

### COVENANTS OF THE COMPANIES

#### Section 4.01. Investment in Project.

(a) The Companies hereby agree to use commercially reasonable efforts to acquire, construct, equip, or improve or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Companies in their sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three (3) years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on **[December 31, 202\_]**.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in the Project and job creation in the County by any and all other Sponsors and Sponsor Affiliates shall together with investment in the Project and job creation in the County by the Companies, count toward all investment and job creation requirements, thresholds, and levels set forth in this Agreement, including, without limitation, the Minimum Contractual Investment Requirement, the Minimum Jobs Requirement, and, to the full extent permitted by the Negotiated FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of each Company and each other Sponsor or Sponsor Affiliate filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) To encourage increased investment in the Project, the County hereby agrees that in the event the Minimum Contractual Investment Requirement is satisfied by the end of Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the end of the Compliance Period, and the County hereby agrees to such extension. There shall be no extension, however, beyond the Compliance Period of the period for meeting the Minimum Statutory Investment Requirement. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as the parties hereto presently anticipate, placed in service in the Property Tax Year ending on **[December 31, 202\_]**, and upon any such extension, the Investment Period would extend through **[December 31, 203\_]**.

(d) Subject to the provisions of **Sections 4.05 and 6.01** hereof, each Company and each other Sponsor or Sponsor Affiliate shall retain title to, or other property rights in, its respective portion of the Project throughout the Term, and each Company and each other Sponsor or Sponsor Affiliate shall have full right to mortgage, lease, or encumber all or

any portion of its respective portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(e) Each Company and each other Sponsor or Sponsor Affiliate shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) Each Company and each other Sponsor or Sponsor Affiliate may, at its own expense, add to the Project all such real and personal property as such Company, or such other Sponsor or Sponsor Affiliate, in its discretion deems useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)** hereof, in any instance when any Company or any other Sponsor or Sponsor Affiliate, in its discretion, determines any property included in its respective portion of the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, such Company or such other Sponsor or Sponsor Affiliate may remove such property from its respective portion of the Project and sell, trade in, exchange, or otherwise dispose of such property as a whole or in part without the consent of the County; provided, however, any such removal by the Real Property Owner, or any Sponsor Affiliate designated hereunder by the Real Property Owner, shall require the prior written consent of the Operating Company.

(iii) Each Company and each other Sponsor or Sponsor Affiliate may, at any time and in its discretion by written notice to the County, remove any Project property including, but not limited to, Negotiated FILOT Property, real or personal, from its respective portion of the Project or from the provisions of this Agreement, including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement, and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes or to FILOT payments pursuant to the Multi-County Park Act, as the case may be; provided, that, any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to such entity's respective portion of the Project and any other such property, including without limitation, such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such return shall be deemed to be effective as of the date of such removal; provided, however, any such removal by the Real Property Owner, or Sponsor Affiliate designated hereunder by the Real

Property Owner, shall require the prior written consent of the Operating Company.

(iv) If any Company or any other Sponsor or Sponsor Affiliate sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from its respective portion of the Project while retaining such property for use as part of its operations in the County, all as permitted herein, such Company or such Sponsor or Sponsor Affiliate shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to such entity's respective portion of the Project and any other such property, including without limitation, such entity's SCDOR PT-300, or such comparable forms as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such addition, disposal, or removal reflected by any such return shall be automatically deemed effective as of the date of any such addition, disposal, or removal; provided, however, any such addition, disposal, or removal by the Real Property Owner, or any Sponsor Affiliate designated hereunder by the Real Property Owner, shall require the prior written consent of the Operating Company.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Failure to Satisfy Minimum Contractual Investment Requirement and/or Minimum Jobs Requirement. If either or both the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement are not satisfied by the end of the Compliance Period, each of the following subsections (a) – (c) shall apply:

(a) Each Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible for the Negotiated FILOT described in **Section 5.01** hereof so long as the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, as applicable under and pursuant to **Section 5.01** hereof.

(b) Each Credit Eligible Entity shall continue to be eligible for Special Source Credits against each FILOT Payment due from such Credit Eligible Entity with respect to its respective portion of the Project for the remaining tax years of the period set forth in **Section 3.02(a)** hereof; provided, however, that the applicable Special Source Credits percentage shall be reduced to thirty percent (30%), unless already so reduced pursuant to **Section 3.02(a)** hereof, prospectively, commencing with the Negotiated FILOT Payment

corresponding to the Property Tax Year containing the last day of the Compliance Period (e.g., the Negotiated FILOT Payment due on or before January 15, 2025 corresponds to the Property Tax Year ending December 31, 2023).

Section 4.03. Payment of Administration Expenses. The Operating Company will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the implementation of this Agreement's terms and provisions promptly upon written request therefor, but in no event later than forty-five (45) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and, aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties hereto understand that the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement, the Multi-County Park Agreement, and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$5,000.

Section 4.04. Use of Project for Lawful Activities. During the Term, the Companies and each other Sponsor or Sponsor Affiliate may use its respective portion of the Project as it deems fit for any lawful purpose.

Section 4.05. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is any Company or an Affiliate of any Company, as to which such consolidation, merger, or transfer, the County hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, each Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) such Company shall be the continuing business entity, or the business entity formed by such consolidation or into which such Company is merged or the entity which acquires by conveyance or transfer all or substantially all of such Company's assets shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of such Company immediately preceding the date of such merger, consolidation or transfer; and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of such Company herein and the performance of every covenant of this Agreement on the part of such Company to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) such Company shall have delivered to the County (i) a certificate of a duly authorized officer of such Company, accompanied by financial statements of the surviving company (if other than such Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for such Company or counsel to the transferee company stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of any Company's assets in accordance with this **Section 4.05**, the successor entity formed by such consolidation or into which such Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of such Company under this Agreement with the same effect as if such successor entity had been named as a Company herein, and thereafter such Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.05**.

Each Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by each Company with the Transfer Provisions.

**Section 4.06. Records and Reports.** Each Company and each other Sponsor or Sponsor Affiliate will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by Section 12-44-90 of the Negotiated FILOT Act (collectively, "Filings"); provided, however, that the parties hereto hereby waive in its entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from any Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of such Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by such Company or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term "County Official" shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term, each Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer of the County a copy of any form or return it files with the Department of Revenue with respect to its respective portion of the Project at the same time as delivery thereof to the Department of Revenue.

(c) The Operating Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County, and of each other county which is a party to the Multi-County Park Agreement, and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, each Company and each other Sponsor or Sponsor Affiliate may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that such Company or such other Sponsor or Sponsor Affiliate believes contains proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by such Company or any such other Sponsor or Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, and unless the County has provided at least fifteen (15) days advance written notice to the Companies or such other Sponsor or Sponsor Affiliate of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by any Company or any other Sponsor or Sponsor Affiliate in connection with the Project, whether or not such information has been designated as confidential or proprietary by any Company or any other Sponsor or Sponsor Affiliate.

Section 4.07. Funding for Special Source Improvements. The Companies and each other Sponsor or Sponsor Affiliate shall provide, or cause the provision of, funding for the Special Source Improvements related to its respective portion of the Project.

Section 4.08. Indemnification Covenants.

(a) Notwithstanding any other provisions in this Agreement or in any other agreements between any Company and the County, each Company shall agree to indemnify,

defend, and save the County, its Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”), harmless against and from all claims brought against the Indemnified Parties by or on behalf of any third party person, firm or corporation arising from the conduct or management of, or from any work or thing done on its respective portion of the Project by such Company or any Sponsor Affiliate designated by such Company hereunder, their members, officers, shareholders, employees, servants, contractors, and agents during the Term (regardless of when such claim is asserted), and each Company further shall indemnify, defend, and save the Indemnified Parties harmless against and from all claims brought against the Indemnified Parties arising during the Term (regardless of when such claim is asserted) from (i) any condition of its respective portion of the Project, (ii) any breach or default on the part of such Company or any Sponsor Affiliate designated by such Company hereunder in the performance of any of its obligations under this Agreement, (iii) any act of negligence of such Company or any Sponsor Affiliate designated by such Company hereunder or its agents, contractors, servants, employees or licensees, (iv) except in such cases where the County has released such Company pursuant to **Section 6.01** hereof, any act of negligence of any assignee or lessee of such Company or any Sponsor Affiliate designated by such Company hereunder, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of such Company or any Sponsor Affiliate designated by such Company hereunder, or (v) any environmental violation, condition, or effect with respect to its respective portion of the Project. Each Company shall indemnify and save the Indemnified Parties harmless from and against all reasonable costs and expenses incurred by the Indemnified Parties in connection with defending against any such claim arising as aforesaid or in connection with defending against any action or proceeding brought thereon, and upon notice from the Indemnified Parties, such Company shall defend it in any such action, prosecution or proceeding with legal counsel of such indemnifying Company’s choice, which is acceptable to the County, which acceptance shall not be unreasonably withheld, conditioned or delayed.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability during the Term by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Negotiated FILOT, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by any Company or any Sponsor Affiliate, or by reason of the operation of the Project by any Company or any Sponsor Affiliate, nevertheless, if the County, its agents, officers or employees should incur any such pecuniary liability during the Term of this Agreement, then in such event the Companies shall indemnify, defend, and hold them harmless against all claims by or on behalf of any third party person, firm or corporation, arising out of the same, and all reasonable costs and expenses incurred in connection with defending against any such claim or in connection with defending against any such action or proceeding brought thereon, and upon reasonable notice, the Companies shall defend them in any such action or proceeding with legal counsel of the Companies’ choice, which is acceptable to the County, which acceptance shall not be unreasonably withheld, conditioned or delayed.

(c) The above-referenced indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the delivery of this Agreement which the County is requested to sign on behalf of any Company, if any, with respect to the Project, and any other indemnification covenants in any such subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(d) No termination of this Agreement pursuant to any provision elsewhere in this Agreement shall relieve any Company of its duties and obligations to make the payments required by **Section 4.03** hereof, all of which duties and obligations shall survive any such termination.

Section 4.09. Operating Company Certification. On or before the April 30 immediately following the end of the Compliance Period, the Operating will provide, or cause to be provided, a written certification to the County, in form and substance reasonably acceptable to the County and the Operating Company, reflecting (i) the highest level of aggregate investment in the Project (without regard to depreciation or other diminution in value) within the Compliance Period and (ii) aggregate investment in Special Source Improvements (without regard to depreciation or other diminution in value) within the Compliance Period. Thereafter, during the remaining term of the Special Source Credits set forth in **Section 3.02** hereof, on or before each subsequent April 30, the Operating Company will provide, or cause to be provided, a written certification to the County, in form and substance reasonably acceptable to the County and the Operating Company, reflecting aggregate investment in Special Source Improvements (without regard to depreciation and other diminution in value) as of the immediately preceding December 31.

## ARTICLE V

### FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereto hereby agree, during the Term, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by any Company or by any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, [20\_\_]. If any Company designates any other Sponsor or Sponsor Affiliates as the same shall have been consented to by the County, if such consent is required pursuant to **Section 6.02** hereof, such Company must notify the County in writing at the time of such designation as to whether such additional Sponsor or Sponsor Affiliate shall be primarily liable for the Negotiated FILOT Payments due hereunder with respect to such Sponsor or



Sponsor Affiliate's respective portion of the Negotiated FILOT Property. Unless and until such additional notification is received, the Companies shall be primarily liable for all Negotiated FILOT Payments due with respect to such Negotiated FILOT Property.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years, up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in **Section 4.01(c)** hereof, up to an aggregate of forty (40) years.

(ii) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) a millage rate of 332.07 mills, which millage rate shall be fixed pursuant to Section 12-44-50(A)(1)(b)(i) of the Negotiated FILOT Act for the full term of the Negotiated FILOT; and (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, (A) for real property, shall be the fair market value of such property for *ad valorem* tax purposes, determined by appraisal not more than once every five (5) years, and (B) for personal property, shall be the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence); provided, however, that any Company or any other Sponsor or Sponsor Affiliate and the County may agree at a later date to amend this Agreement as to Negotiated FILOT Property owned by such Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act; provided, however, any such amendment shall require the prior written consent of the Operating Company.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Companies or any other Sponsor or Sponsor Affiliate shall not be entitled to extraordinary

obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

(iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event any Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of any Company or any other Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event any Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to its respective portion of the Project; or

(iv) to adjust such payments if any Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, as permitted by **Section 4.01(e)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the

original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, which would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property.

(ii) Each Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Negotiated FILOT Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford each Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, each Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or from FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if such Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from each Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity's portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and a Deficiency Payment from each such owing entity shall be due and payable with respect to Negotiated FILOT Payments theretofore made. In the event that the aggregate investment in the Project by all Sponsors and Sponsor Affiliates does not exceed \$5,000,000 by the end of the Compliance Period and any Sponsor or Sponsor Affiliate does not satisfy the Minimum Statutory Investment Requirement solely through its own direct investment in the Project, then the Negotiated FILOT Payments with respect to that portion of the Project owned by such non-qualifying Sponsor or Sponsor Affiliate shall revert retroactively to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, and such Sponsor or Sponsor Affiliate shall owe a Deficiency Payment with respect to Negotiated FILOT Payments theretofore made as to such portion of the Project. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that either or both of the Minimum Contractual Investment Requirement and the Minimum Jobs Requirement are not satisfied by the end of the Compliance Period, but the Minimum Statutory Investment Requirement has nevertheless been satisfied by the end of the Compliance Period, each Company and each other Sponsor or Sponsor Affiliate shall continue to be eligible to take advantage of the Negotiated FILOT described in **Section 5.01** hereof, but the County shall have the rights specified in **Section 4.02** hereof with respect to the Special Source Credits.

(iii) In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act, commencing with any Negotiated FILOT Payments

due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(iv) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, the investment in all property utilized by any Company or any other Sponsor or Sponsor Affiliate at the Land, whether owned by any Company or any other Sponsor or Sponsor Affiliate outright or utilized by any Company or any other Sponsor or Sponsor Affiliate pursuant to any financing agreement or any lease or other arrangement with any Company or any other Sponsor or Sponsor Affiliate, and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Negotiated FILOT Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within one hundred eighty (180) days following receipt by any Company or any other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

Section 5.02. Statutory Lien. The parties hereto acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

## ARTICLE VI

### THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that each Company and each other Sponsor or Sponsor Affiliate may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of its respective portion of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of its respective portion 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 such Company or any other Sponsor or Sponsor Affiliate or operates such assets for such Company or any other Sponsor or Sponsor Affiliate or is leasing all or a portion of the Project in question from such Company or any other Sponsor or Sponsor Affiliate. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of such

Company or such other Sponsor or Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the Negotiated FILOT, the Special Source Credits, and the Multi-County Park, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without further action of the County or the Council, subject to the following provisions: (i) except in connection with any transfer to any other Sponsor or Sponsor Affiliate or an Affiliate of such Company or any other Sponsor or Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby preapproves and consents, such Company shall obtain the prior consent or subsequent ratification of the County, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of such Company or any such other Sponsor or Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.01(e)** hereof, no such transfer shall affect or reduce any of the obligations of such Company or any such other Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make Negotiated FILOT payments hereunder, the transferee shall assume the then current basis of such Company or any such other Sponsor or Sponsor Affiliate (or prior transferee) in the Negotiated FILOT Property transferred; (iv) such Company or any such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement; and (v) such Company or any such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions in order to preserve the benefits of the Negotiated FILOT.

Subject to County consent when required under this **Section 6.01**, and at the expense of such Company or any such other Sponsor or Sponsor Affiliate, the County agrees to take such further action and 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 such Company or any other Sponsor or Sponsor Affiliate under this Agreement and/or any release of such Company or any other Sponsor or Sponsor Affiliate pursuant to this **Section 6.01**.

The County acknowledges that, notwithstanding any of the terms of this **Section 6.01** or this Agreement, the County has no right of consent or subsequent ratification to a change in the direct or indirect ownership of any Company.

Each Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by any Company or any such Sponsor or Sponsor Affiliate with the Transfer Provisions.

**Section 6.02. Sponsors and Sponsor Affiliates.** Any Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19)

or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of any Company or other Persons described in **Section 6.01(b)** hereof; provided, however, any such designation by the Real Property Owner shall require the prior written consent of the Operating Company. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Negotiated FILOT Act must be approved by resolution of the Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project by the end of the Compliance Period all investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein) in accordance with Section 12-44-30(19) of the Negotiated FILOT Act. To the extent that the aggregate investment in the Project by the end of the Compliance Period by the Companies, all Sponsors and Sponsor Affiliates and, to the extent provided by law, other Sponsor or Sponsor Affiliates, exceeds \$5,000,000 as provided in Section 12-44-30(19) of the Negotiated FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the Negotiated FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Minimum Statutory Investment Requirement by the end of the Compliance Period. The Companies shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

## ARTICLE VII

### TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement and ending at midnight on the later of (i) the day the last Negotiated FILOT Payment is made hereunder, or (ii) the day that all Special Source Credits due from the County hereunder have been fully provided by the County.

Section 7.02. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Companies may jointly agree to terminate this Agreement at any time, or each of the Operating Company, and (with the prior written consent of the Operating Company) the Real Property Owner, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of its respective portion of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, or to FILOT payments pursuant to the Multi-County Park Act, as the case may be, from the date of termination. Notwithstanding the termination of this Agreement, the County shall have the same

rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

**Section 8.01. Events of Default.** Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by any Company or any other Sponsor or Sponsor Affiliate (the "Defaulting Entity") but only with respect to such Defaulting Entity's rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment or job creation requirements, thresholds, or levels set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate a Company or other Sponsor or Sponsor Affiliates, as the case may be, to make certain additional payments to the County, all as set forth in **Sections 4.02 and 5.01(f)** hereof.

**Section 8.02. Remedies on Event of Default.** Upon the occurrence of any Event of Default, the following remedies may be exercised by the County only as to the Defaulting Entity:

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein; or

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.06** hereof; or



(c) the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties hereto that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event any Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company and any other Sponsor or Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

## ARTICLE IX

### MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of any Company or any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by any Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by any Company or any other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliate, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Companies, which consent may be provided by the Companies in their sole discretion.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or any Company shall be in writing and shall be

deemed to be properly given or made if sent by United States first class mail, postage prepaid, or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Anderson County  
Attn: County Administrator  
PO Box 8002  
Anderson, South Carolina 29622

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

Anderson County  
Attn: County Attorney  
PO Box 8002  
Anderson, South Carolina 29622

(c) As to the Operating Company:

Project Highway 81 Logistics Operating Company  
Attn: [\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]

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

Nexsen Pruet, LLC  
Attn: Tushar V. Chikhliker  
1230 Main Street, Suite 700  
Columbia, South Carolina 29201

(e) As to the Real Property Owner:

Project Highway 81 Logistics Real Property Owner  
Attn: [\_\_\_\_\_]   
[\_\_\_\_\_]   
[\_\_\_\_\_]

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

Nexsen Pruet, LLC  
Attn: Tushar V. Chikhliker  
1230 Main Street, Suite 700

Columbia, South Carolina 29201

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties hereto, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of this Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or paragraphs of this Agreement are references to the designated Articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereto hereunder surrendered, only by a writing signed by both parties hereto.

Section 9.10. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. The parties hereto intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 9.12. Disparity or Ambiguity with Inducement Resolution. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control.

[Execution Pages to Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

ANDERSON COUNTY, SOUTH CAROLINA

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

[SEAL]

ATTEST:

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

APPROVED AS TO FORM:

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

PROJECT HIGHWAY 81 LOGISTICS OPERATING  
COMPANY

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

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

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

PROJECT HIGHWAY 81 LOGISTICS REAL  
PROPERTY OWNER

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

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

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

**EXHIBIT A**

**LAND DESCRIPTION**

**[To be inserted]**



**ORDINANCE NO. 2022-016**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED AT 1299 THREE AND TWENTY ROAD, EASLEY, SOUTH CAROLINA (TMS NO. 163-00-09-008) TO THE THREE AND TWENTY FIRE DEPARTMENT TRUSTEES; AND OTHER MATTERS RELATED THERETO;**

**WHEREAS**, Anderson County currently owns a tract of real property (the “Property”) located at 1299 Three and Twenty Road, Easley, South Carolina and further identified by Tax Map Number 163-00-09-008;

**WHEREAS**, Anderson County acquired the Property by Deed from the Trustees for the Three and Twenty Grange Number 483 dated October 13, 1975 and recorded in the Register of Deeds office in Book 18-B at page 202;

**WHEREAS**, Anderson County previously used the Property as a solid waste convenience center and ceased using the property on or about June 25, 2015 when the Slabtown convenience center was opened.

**WHEREAS**, the Three and Twenty Fire Department is located adjacent to the Property and desires to own the Property and utilize it as a training site;

**WHEREAS**, Anderson County, South Carolina, acting by and through its County Council, is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell, or otherwise dispose of real and personal property.

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

1. The Anderson County Council hereby approves the transfer of the real property located at 1299 Three and Twenty Road, Easley, South Carolina, TMS No.: 163-00-09-008 to the Three and Twenty Fire Department for use as a training site. The Chairman of County Council and the County Administrator are hereby authorized, empowered, and directed to execute,

acknowledge, and deliver all documents in the name of and on behalf of the County to carry out the transaction contemplated by this Ordinance, including without limitation deeds, affidavits, settlement statements, and other such documents necessary and appropriate to the transfer of the property.

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

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

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

5. This ordinance shall take effect and be in full force upon the Third Reading and Enactment by Anderson County Council.

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

**ATTEST:**

**FOR ANDERSON COUNTY:**

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

\_\_\_\_\_  
Tommy Dunn, District #5, Chairman

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

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

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

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

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

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

## **ORDINANCE NO. 2022-017**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN REAL PROPERTIES LOCATED AT 204 WEST POPLAR STREET, IVA, SOUTH CAROLINA (TMS NO. 133-04-01-003); 57 OAK STREET, IVA, SOUTH CAROLINA (TMS 133-02-06-003); AND 717 CENTRAL STREET, IVA, SOUTH CAROLINA (TMS 134-00-06-017) TO THE TOWN OF IVA; AND OTHER MATTERS RELATED THERETO;**

**WHEREAS**, beginning in 2015, Anderson County participated in the Neighborhood Initiative Program (“NIP”), a federally funded program managed in South Carolina by the South Carolina Housing and Development Authority;

**WHEREAS**, the NIP process required the involvement of a non-profit corporation and the County partnered with the Pelzer Heritage Commission to acquire properties which met the requirements of the NIP;

**WHEREAS**, the properties were acquired and titled in the Pelzer Heritage Commission with a lease back to the County for clean-up and maintenance of the properties;

**WHEREAS**, there are three (3) NIP properties located within the Town of Iva at 204 West Poplar Street (TMS 133-04-01-003), 57 Oak Street (TMS 133-02-06-003), and 717 Central Street (TMS 134-00-06-017);

**WHEREAS**, the Town of Iva desires to acquire these properties for residential use; and

**WHEREAS**, Anderson County desires to cancel its lease of those properties and agrees and requests that the properties to be deeded by the Pelzer Heritage Commission to the Town of Iva.

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

1. Anderson County agrees to cancellation of its lease of properties located at 204 West Poplar Street (TMS 133-04-01-003), 57 Oak Street (TMS 133-02-06-003), and 717 Central Street (TMS 134-00-06-017) and further agrees and requests that these properties be deeded by the Pelzer Heritage Commission to the Town of Iva. The County Administrator is hereby authorized to execute any and all documents necessary to accomplish the transfer of these properties to the Town of Iva.

2. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

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

4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

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

**ATTEST:**

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

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

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

**APPROVED AS TO FORM:**

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

First Reading: May 3, 2022

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

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

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

**ORDINANCE NO. 2022-018**

**AN ORDINANCE TO PROVIDE APPROVAL FOR ANDERSON COUNTY TO GRANT A PERPETUAL AND NON-EXCLUSIVE EASEMENT UNTO DUKE ENERGY CAROLINAS, LLC UPON A PORTION OF THE REAL PROPERTY BEING PARCEL A, 0.192 ACRES AND PARCEL B, 2.96 ACRES, AS RECORDED IN PLAT SLIDE 1273, PAGES 5 AND 6, ANDERSON COUNTY REGISTER OF DEEDS FOR ELECTRIC CAR CHARGING STATIONS WITHIN THE CITY OF BELTON AND OTHER MATTERS RELATED THERETO;**

**WHEREAS**, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized under Title 4 of the Code of Laws of South Carolina, as amended, to lease, sell or otherwise dispose of real property owned by the County;

**WHEREAS**, the County proposes to grant to Duke Energy Carolinas, LLC (“Duke Energy”) an easement over a portion its property with TMS No.: 221-01-08-004 located within the City of Belton for location of an electric vehicle charging station; and

**WHEREAS**, location of an electric vehicle charging station within the County is a desirable feature for the citizens of Anderson County.

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

1. The Anderson County Council hereby approves the Easement across a portion of Tax Parcel 225-01-08-004, as shown on Exhibit A attached hereto, for purposes of development of an electric vehicle charging station. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and on behalf of the County to carry out the transaction authorized by this Ordinance.
2. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a Court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take effect and be in full force upon the third reading and enactment of by Anderson County Council.

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

**ATTEST:**

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

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

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

**APPROVED AS TO FORM:**

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

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

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

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

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

Prepared by: Duke Energy Carolinas, LLC  
Return to: Duke Energy Carolinas, LLC  
Attn: Will Johnson  
474 Charlie Watts Rd.  
Maxton, NC 28364

Parcel # 225-01-08-004

EASEMENT

State of South Carolina

County of Anderson

THIS EASEMENT ("**Easement**") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from **ANDERSON COUNTY, SOUTH CAROLINA**, a body corporate and politic organized under the laws of the State of South Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 4593, Page 155, also shown as Parcel A containing .192 acres, more or less, and Parcel B2 containing 2.096 acres, more or less, as recorded in Plat Slide 1273, Page 5&6, Anderson County Register of Deeds ("**Property**"). The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).



2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and neighboring lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations at the widths defined in this Easement.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

**IN WITNESS WHEREOF**, Grantor has signed this Easement under seal effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witnesses:  
organized under the laws of the State of

**ANDERSON COUNTY, SOUTH CAROLINA**  
a South Carolina a body corporate and politic

\_\_\_\_\_  
(Witness #1)

\_\_\_\_\_  
Rusty Burns, Administrator (SEAL)

\_\_\_\_\_  
(Witness #2)

Attest:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, certify that Rusty Burns, personally appeared before me this day and acknowledged that he is the Administrator of ANDERSON COUNTY, SOUTH CAROLINA, a body corporate and politic organized under the laws of the State of South Carolina, and that by authority duly given and as the act of said a body corporate and politic organized under the laws of the State of South Carolina, the foregoing EASEMENT was signed in its name by its Administrator, sealed with its official seal, and attested by herself/himself as its \_\_\_\_\_.

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



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

Commission expires: \_\_\_\_\_

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

**ORDINANCE NO 2022-019**

AN ORDINANCE TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS FOR COUNTY ORDINARY PURPOSES AND FOR OTHER COUNTY PURPOSES FOR WHICH THE COUNTY MAY LEVY A TAX OTHER THAN FOR TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY OF TAXES ON ALL TAXABLE PERSONAL AND REAL ESTATE PROPERTIES IN ANDERSON COUNTY FOR SUCH COUNTY ORDINARY PURPOSES, INCLUDING SUFFICIENT TAX TO PAY THE PRINCIPAL AND INTEREST ON OUTSTANDING INDEBTEDNESS OF ANDERSON COUNTY MATURING DURING SAID FISCAL YEAR; TO ADOPT THE OPERATING AND CAPITAL BUDGETS OF ANDERSON COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023, AND TO MAKE APPROPRIATIONS FOR SUCH ANDERSON COUNTY BUDGETS, FOR TRI-COUNTY TECHNICAL COLLEGE; TO PROVIDE FOR THE LEVY OF TAXES ON ALL PERSONAL AND REAL PROPERTIES IN ANDERSON COUNTY ON WHICH SCHOOL TAXES MAY BE LEVIED FOR SUCH TRI-COUNTY TECHNICAL COLLEGE PURPOSES; TO PROVIDE FOR THE LEVY, ASSESSMENT AND COLLECTION OF CERTAIN OTHER TAXES AND FEES; TO PROVIDE FOR THE EXPENDITURE OF SAID TAXES AND OTHER REVENUES COMING TO THE COUNTY DURING SAID FISCAL YEAR; AND TO PROVIDE FOR OTHER MATTERS RELATING TO ANDERSON COUNTY. **(TITLE ONLY)**

## **RESOLUTION NO. 2022-028**

**A RESOLUTION TO REQUEST AND SUPPORT THAT THE SOUTH CAROLINA GENERAL ASSEMBLY GRANT MUNICIPALITIES AND COUNTIES THE AUTHORITY TO ISSUE BUILDING CODES IN ADDITION TO EXISTING STATEWIDE BUILDING CODES OR AMEND BUILDING CODES ADOPTED BY THE BUILDING CODES COUNCIL; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, state regulation requires that all building codes used within the state shall be adopted by the Building Codes Council while local jurisdictions are prohibited from writing or publishing any other building codes in part or in whole;

**WHEREAS**, counties shall adopt the latest edition of nationally recognized codes for building, residential, gas, plumbing, mechanical, fire, and energy codes as made available by the Southern Building Code Congress International, Inc., and the National Electrical Code, which leaves no room for addition or modification of the referenced codes;

**WHEREAS**, counties may adopt the latest edition of national recognized codes for property maintenance, existing building and swimming pool codes as made available by the Southern Building Code Congress International, Inc., which leaves no room for addition or modification of the referenced codes;

**WHEREAS**, local jurisdiction modification of the building code is restricted to necessary modifications based on physical or climatological conditions;

**WHEREAS**, the county council acknowledges the benefit to the protection of public health and safety if counties possessed authority to add building code regulations in addition to the state issued regulations; and

**WHEREAS**, the county council acknowledges a potential detriment to builders, contractors, architects, and engineers dealing with different county codes across the state and concludes any potential detriment is outweighed by the additional protection of public health and safety.

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

1. The Anderson County Council formally requests that the general assembly grant municipalities and counties the authority to issue building codes in addition to existing statewide building codes or amend building codes adopted by the Building Codes Council provided that any amendments are no less stringent than those adopted by the Building Codes Council.

2. Anderson County, as well as other counties in this State, will act in accordance with public policy by maintaining reasonable standards of construction in buildings and other structures in the State consistent with the public health, safety, and welfare of its citizens.

3. A copy of this Resolution shall be provided to the Anderson County Legislative Delegation.

4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.

5. This resolution shall take effect and be in force immediately upon enactment.

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

**ATTEST:**

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

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

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

**APPROVED AS TO FORM:**

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

## Robert Carroll

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**To:** Rusty Burns  
**Subject:** Change Order for 2022 Pavement Marking Contract  
**Attachments:** Change order maps.pdf

Mr. Burns,

We need to do a change order for the 2022 Pavement Marking Contract.

The following is what needs to be added:

- 1) **79,010 LF** of 4" Yellow Solid Lines Fast Dry Paint
- 2) **27,152 LF** of 4" White Solid Lines Fast Dry Paint
- 3) **510 ea** Permanent Yellow Pavement Markers, Bi-Directional 4" x 4"
- 4) **116 LF** of 24" White Solid Lines (Stop Bars)

This is an additional 4 roads:

- Nursery Lane (C-09-0157)
- Todd Road (C-19-0016)
- Cleveland Road (C-09-0374)
- Little Mountain Road (C-12-0022)

<b>Original Contract Cost:</b>	<b>\$81,990.48</b>
<b>Change Order #1:</b>	<b>\$14,081.10</b>
<b>New Contract Total Cost:</b>	<b>\$96,071.58</b>

<b>New Completion Date:</b>	<b>06/24/2022</b>
-----------------------------	-------------------

**Construction****PCCO #008**

J.M. Cope, Inc.  
 199 S Cherry Road (29730) P.O. Box 4047  
 Rock Hill, South Carolina 29732  
 Phone: (803) 329-3250

Project: 21-841 - Anderson Entryway  
 1428 Pearman Dairy Road  
 Anderson, South Carolina 29624

## Prime Contract Change Order #008: Undercut & Sanitary Pipe Replacement

<b>TO:</b>	Anderson County, South Carolina 101 S. Main St. Anderson, South Carolina 29624	<b>FROM:</b>	JM Cope, Inc. 199 S. Cherry Rd Ste 100 PO Box 4047 Rock Hill, South Carolina 29732
<b>DATE CREATED:</b>	4/08/2022	<b>CREATED BY:</b>	Christopher Gasparian (JM Cope, Inc.)
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	04/20/2022
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>	0 days	<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	1:Anderson Entryway Prime Contract	<b>TOTAL AMOUNT:</b>	\$10,567.00

**DESCRIPTION:**Undercut & Sanitary Pipe Replacement

Replace sanitary piping per RFI #17 response dated 03/25/22, and perform undercut per S&ME report dated 03/22/22 (RFI & testing report attached).

**ATTACHMENTS:**

01\_RFI #17 - Existing Pipes Uncovered\_Response.pdf, 02\_2022.03.22\_Compaction Testing & Footing Observation.pdf, 03\_Foothills Proposal.pdf

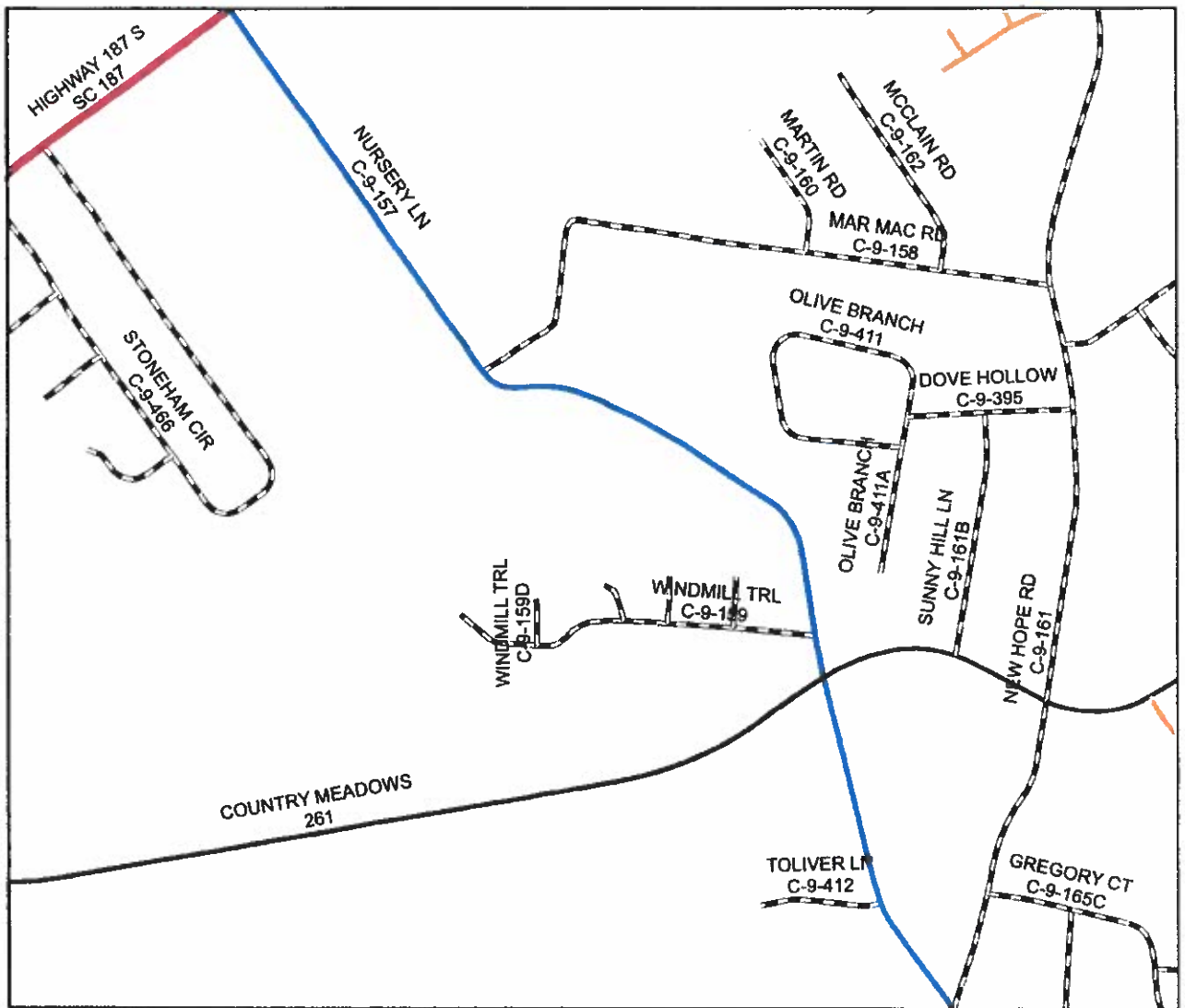
**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
008	CE #013 - Undercut & Sanitary		\$10,567.00
<b>Total:</b>			<b>\$10,567.00</b>

**CHANGE ORDER LINE ITEMS:****PCO # 008: CE #013 - Undercut & Sanitary**

#	Budget Code	Description	Amount
1	03-000.S CONCRETE GENERAL SUBCONTRACTOR	Refer to CO#1 from Foothills	\$9,310.00
<b>Subtotal:</b>			<b>\$9,310.00</b>
OH&P ( ~ 13.5% Applies to all line item types.):			\$1,257.00
<b>Grand Total:</b>			<b>\$10,567.00</b>

The original (Contract Sum)	\$908,664.00
Net change by previously authorized Change Orders	\$87,936.00
The contract sum prior to this Change Order was	\$996,600.00
The contract sum will be increased by this Change Order in the amount of	\$10,567.00
The new contract sum including this Change Order will be	\$1,007,167.00
The contract time will not be changed by this Change Order.	

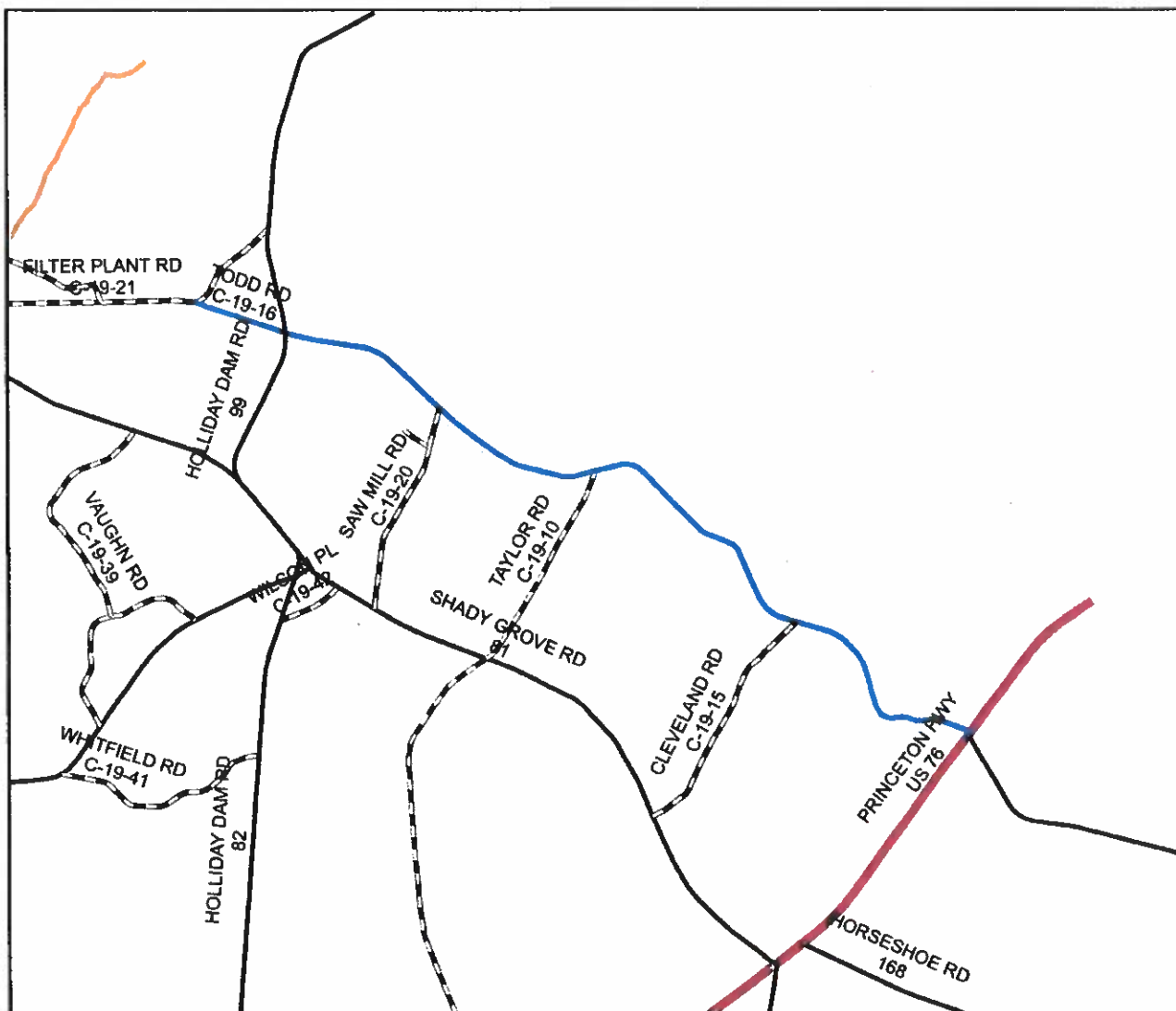


**Nursery Lane  
C-09-0157**

**From Hwy 187 south to New Hope Road**



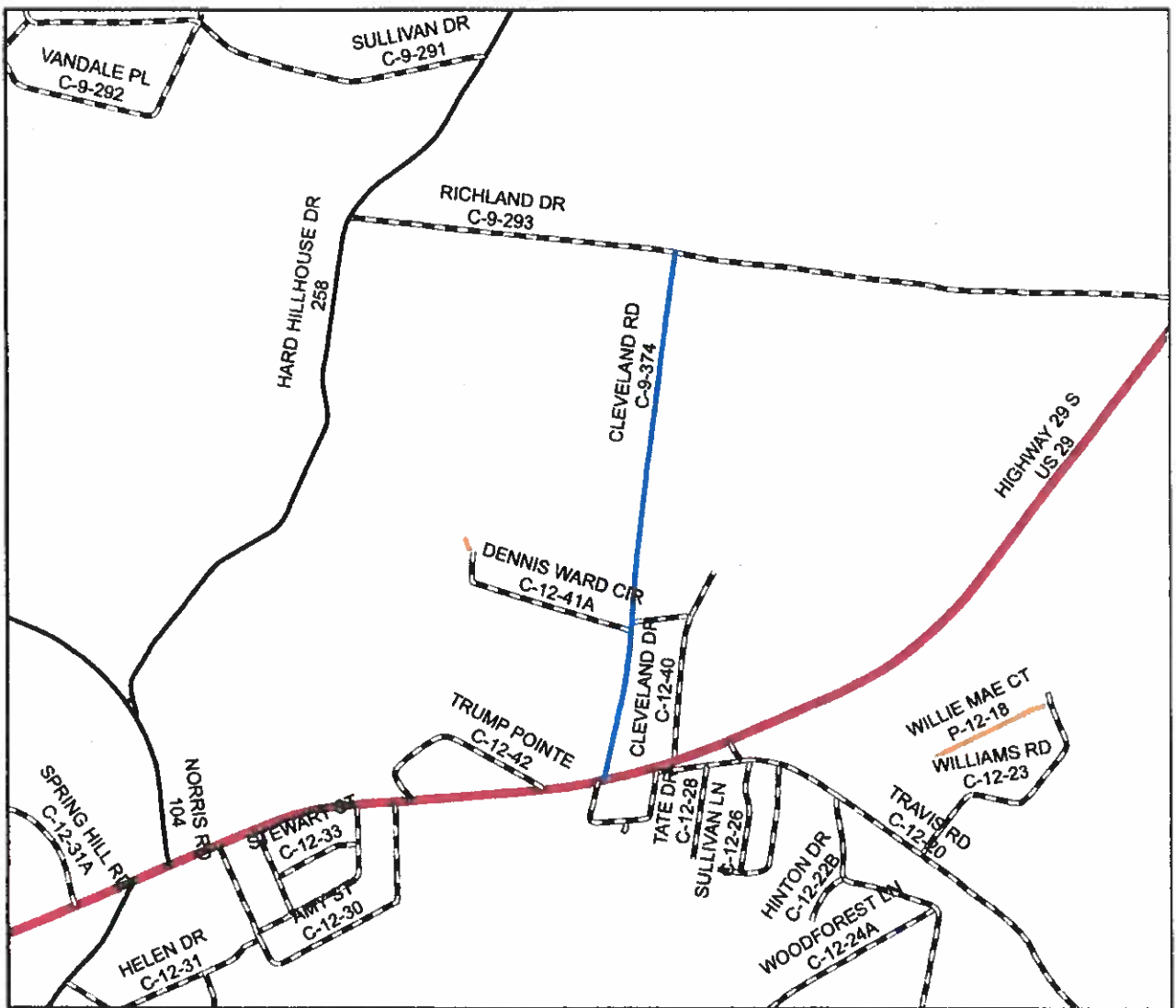




**Todd Road  
C-19-0016**

**From Filter Plant Road C-19-0021  
To Princeton Hwy US-04-0076**

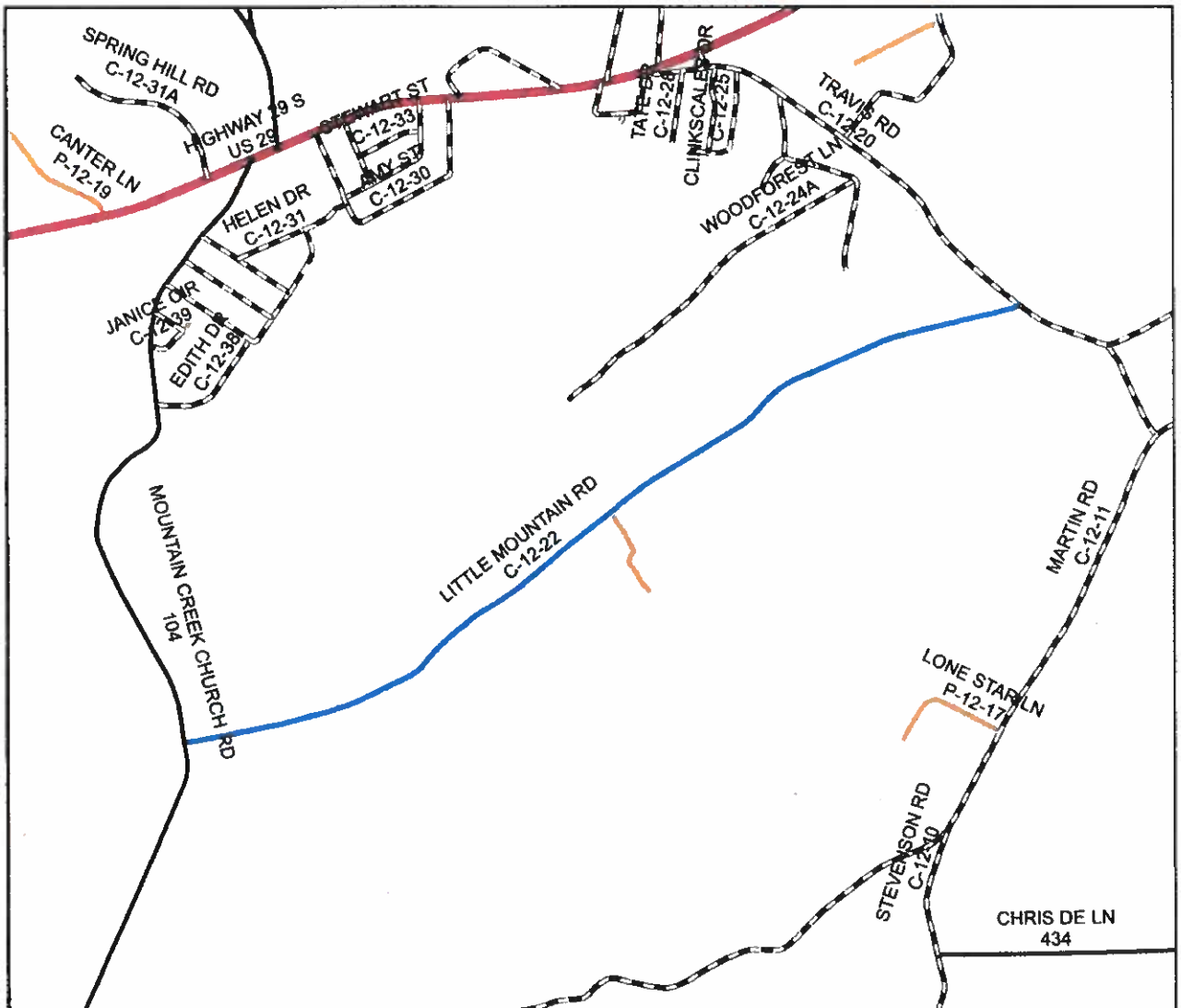




**Cleveland Road  
C-09-0374**

**From Richland Drive C-09-0293  
To Highway 29 South US-04-0029**





**Little Mountain Road  
C-12-0022**

**From Travis Road C-12-0020  
To Mountain Creek Church Road S-04-0104**



# Anderson County Purchasing Department Bid Tabulation

~~RFP #~~ ~~BID~~ #22-041 Toxaway Riverside Mill Site Development

	Vendor	addend. & bond	BID / ALT. BID
1	Warhaft/Atlas		Responded
2	M Peters Group		Responded
3	CBRE		NO RESPONSE
4	MAVIN		NO RESPONSE
5	MCMILLAN PAZDAN SMITH		NO RESPONSE
6	ECS LIMITED		NO RESPONSE
7	DAVIS PLUMBING		NO RESPONSE
8	RED OAK DEVELOPERS		NO RESPONSE
9	AVISON YOUNG		NO RESPONSE
10	URPATL		NO RESPONSE
11	CONTOUR		NO RESPONSE
12	OLD		NO RESPONSE
13	CHRIS HILL		NO RESPONSE
14	AWARD TO:		M Peters Group

# Anderson County Purchasing Department Bid Tabulation

BID #22-048 ACTC #125 RESURFACING

	Vendor	addend. & bond	BID / ALT. BID
1	KING ASPHALT		\$2,912,832.06
2	PICKENS		\$2,977,555.51
3	H2I GROUP		NO RESPONSE
4	ROGERS GROUP		NO RESPONSE
5	PALMETTO CORP.		NO RESPONSE
6	THRIFT DEVELOPMENT		NO RESPONSE
7	S & S		NO RESPONSE
8	SLOAN		NO RESPONSE
9	PANAGAKOS PAVING		NO RESPONSE
10	THRIFT BROTHERS		NO RESPONSE
11	ANDREA CZEPIGA		NO RESPONSE
12	GREG HEYWARD		NO RESPONSE
13			
14	AWARD TO:		King Asphalt

Will K. Reed 4/7/22

**SECTION III: Addendum A**  
**Base Bid Form**  
**ACTC Project #125 Resurfacing**

Name of Party submitting the Bid: King Asphalt, 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 #125 Resurfacing**

Bid No.: **22-048**

<u>Qty.</u>	<u>U/M</u>	<u>Description</u>	<u>Total Price</u>
1	L/S	Project #125 Resurfacing :per attached itemized list	\$ <u>2,912,832.<sup>06</sup></u>

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

## Robert Carroll

---

**From:** Dan Chism <jchism@consoreng.com>  
**Sent:** Friday, April 15, 2022 8:20 AM  
**To:** Barry Duncan; Robert Carroll  
**Cc:** Brittany N. Burdette; Drew McCaffrey  
**Subject:** RE: ACTC #125 bids

**CAUTION:** This email originated from outside of Anderson County's email system. Please do not click links or open attachments unless you recognize the sender and know the content is safe. If you have any questions, please contact the county helpdesk.

Robert,  
Conzor Engineers has reviewed the bid for ACTC 125. The low bid was 1.5% above the engineers estimate, but well within the contingency. The unit prices are within industry norms at the time of bidding. Accordingly, we recommend awarding the contract to the low bidder – King Asphalt.

Please let me know if you have any questions or need anything more.

**Dan Chism, PE**

Senior Project Engineer  
CONSOR Engineers, LLC  
Phone: +1.864.595.8030 Ext. 51027  
Mobile: +1.864.554.6820



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**From:** Barry Duncan <bduncan@andersoncountysc.org>  
**Sent:** Thursday, April 7, 2022 1:13 PM  
**To:** Dan Chism <jchism@consoreng.com>  
**Subject:** ACTC #125 bids



# Anderson County Purchasing Department Bid Tabulation

## BID #22-051 KING DAVID EXPANSION

	Vendor	addend. & bond	BID / ALT. BID
1	BELK		\$510,209.00
2		ALTERNATE	\$114,000.00
3	PIPER ROOFING		NO RESPONSE
4	BAGWELL FENCE		NO RESPONSE
5	SOUTHERN CONCRETE		NO RESPONSE
6	MILLER CONSTRUCTION		NO RESPONSE
7	MARSH BELL		NO RESPONSE
8	LAZER		NO RESPONSE
9	STERLING		NO RESPONSE
10	LABELLA		NO RESPONSE
11	EARTH MATERIALS		NO RESPONSE
12	CONTRACT CONSTRUCTION		NO RESPONSE
13	THRIFT DEVELOPMENT		NO RESPONSE
14	GLENN		NO RESPONSE

	Vendor	addend. & bond	BID / ALT. BID
15	SATCHELL		NO RESPONSE
16	J DAVIS		NO RESPONSE
17	S AND S		NO RESPONSE
18	HOGAN		NO RESPONSE
19	SUMMIT		NO RESPONSE
20	MAVIN		NO RESPONSE
21	MATRIX		NO RESPONSE
22			
23			
24			
25			
26			
27			
28			
AWARD TO:			The Belk Company

**SECTION IV: Addendum A**  
**BASE BID FORM**  
**King David Convenience Center Expansion**

Name of Party submitting the Bid: The Belk Company LLC

To: Purchasing Manager for Anderson County

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:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Subtotal Cost</u>
1.	Mobilization/Demobilization	1	LS	\$	<u>\$5,000.00</u>
2.	Site Preparation	1	LS	\$	<u>\$5,700.00</u>
3.	Field Engineering and Survey	1	LS	\$	<u>\$8,700.00</u>
4.	Quality Control	1	LS	\$	<u>\$5,600.00</u>
5.	Record Documents	1	LS	\$	<u>\$3,500.00</u>
6.	Earthwork -- Unsuitable Materials	130	CY	\$ <u>13.</u>	<u>\$1,690.00</u>
7.	Earthwork -- Structural Fill	165	CY	\$ <u>18.</u>	<u>\$2,970.00</u>
8.	Site Electrical Expansion/Relocation of Utilities	1	LS	\$	<u>\$65,500.00</u>
9.	8-inch Concrete Pavement w/ WWF	1	LS	\$	<u>\$50,000.00</u>
10.	Gravel Areas (w/Filter Fabric)	1	LS	\$	<u>\$10,000.00</u>
11.	Asphalt Paving (Full Depth) and Pavement Markings	1	LS	\$	<u>\$30,000.00</u>
12.	Asphalt Paving (Mill and Overlay) and Pavement Markings	1	LS	\$	<u>\$80,000.00</u>
13.	Guardrails	1	LS	\$	<u>\$14,000.00</u>
14.	Bollards	1	LS	\$	<u>\$20,000.00</u>
15.	Pre-manufactured Metal Shelter 8' x 13'	1	LS	\$	<u>\$6,000.00</u>
16.	Pre-manufactured Metal Shelter 12' x 18'	1	LS	\$	<u>\$3,000.00</u>
17.	Roll-Off Container Guide Rails	1	LS	\$	<u>\$6,000.00</u>
18.	Roll-Off Container Stops (1'-2")	1	LS	\$	<u>\$6,000.00</u>
19.	Diamond Plate Covers at Compactor	1	LS	\$	<u>\$6,000.00</u>
20.	Stormwater System Upgrade	1	LS	\$	<u>\$40,000.00</u>
21.	Erosion and Sediment Control	1	LS	\$	<u>\$22,000.00</u>
22.	Re-Vegetation	1	LS	\$	<u>\$6,000.00</u>

23. Contingency Allowance 15% of items 1 through 22

\$ 66,549.00

BASE BID TOTAL

\$ 510,209.00

IN WORDS \_\_\_\_\_

Alternative Bid 1

24. Chain Link Fence

1

LS

\$

\$ 114,000.00

The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., for completing the work as described by the Contract Documents to the satisfaction of the Owner.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive informalities in the bidding.



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** April 26, 2022

**TO:** Rusty Burns  
County Administrator

**FROM:** Matt Hogan  
Roads and Bridges Manager

**SUBJECT:** Syracuse Road Speed Hump Request  
Approval needed by council

In the attached packet you will find all supporting documents required for speed hump install request.

1. Petition with 75% signatures of home owners on Syracuse Road.
2. Roads and Bridges staff measured to ensure the distance between structures met the Urban District requirement. When we measure from house to house it does not met the "urban district requirement of structures being less than 100 feet apart up to a quarter of a mile. The requester states that we do not define structure in our ordinance and believe we should count any structures between house, for example pool houses in the back and storage sheds behind houses. When we measure using these guidelines it would met the Urban District requirement.
3. Speed study that was completed and reviled a small speeding problem.
4. A map of proposed locations of speed humps.
5. Copy of check to cover half of costfor two speed humps.

**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

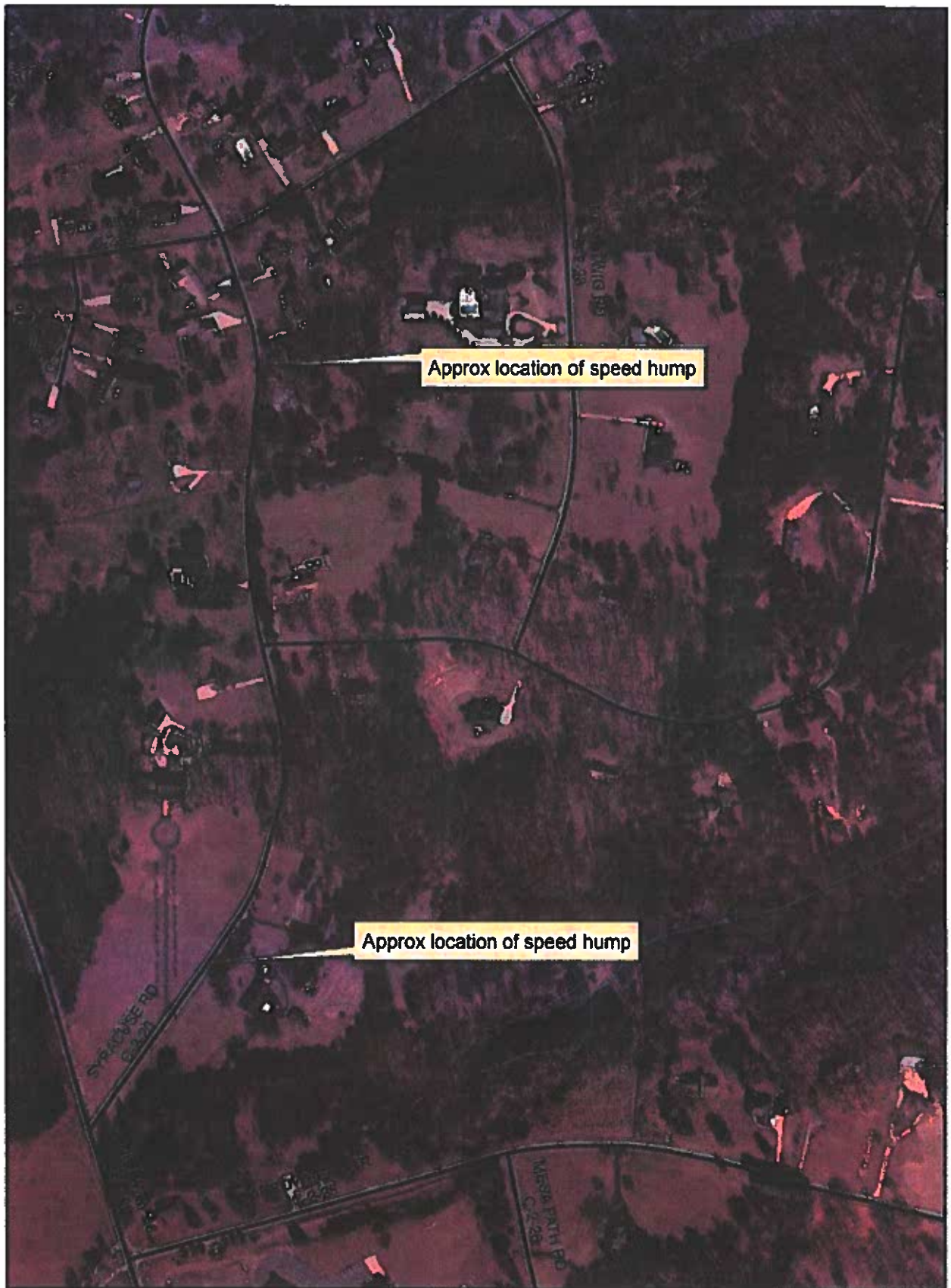
**Brett Sanders**  
V. Chairman, District 4

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

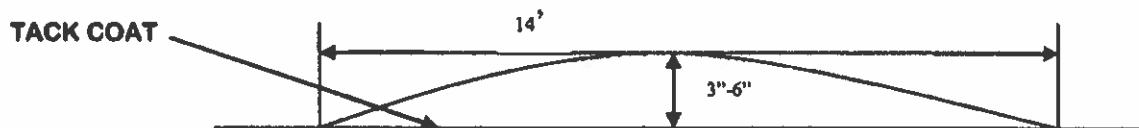
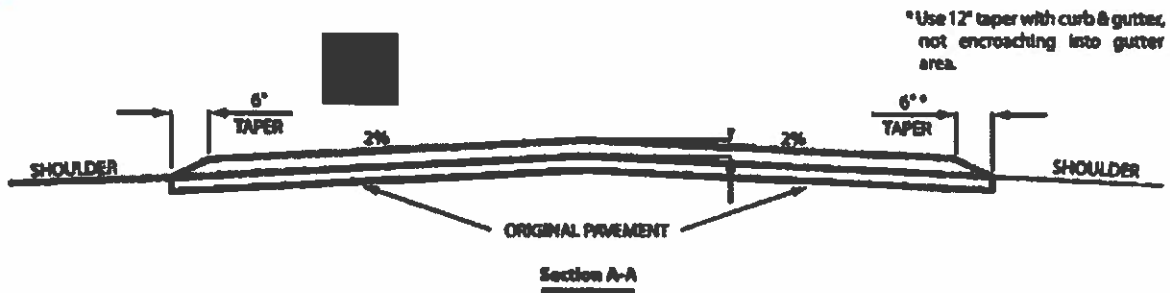
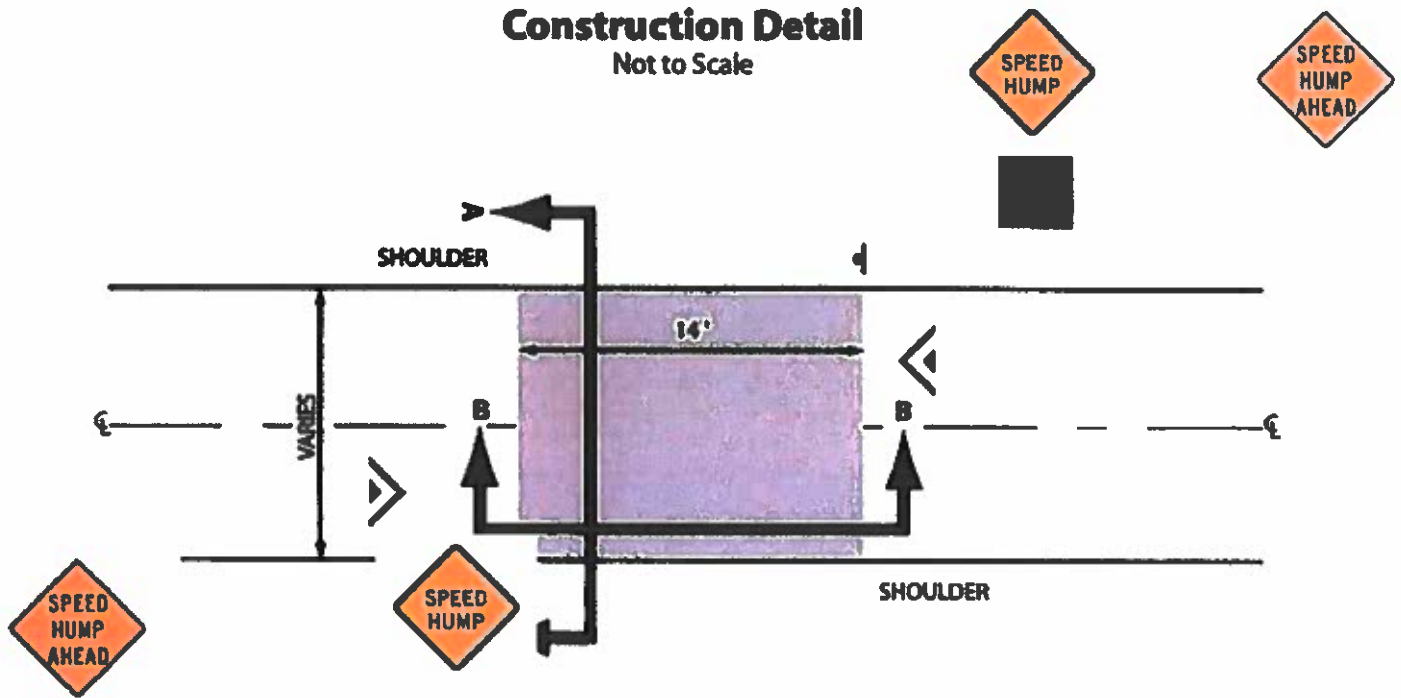
**Rusty Burns** | County Administrator  
rburns@andersoncountysc.org



**Syracuse Road Approx. Locations of proposed Speed Humps adjustments may be made during installation**

# Construction Detail

Not to Scale



PARABOLIC CROWN  
Section B-B

30" X 30"

30" X 30"



## PARABOLIC SPEED HUMP

For use on roadways with ADTs  $\leq 2,000$

18" X 18"





Only one signature per household will be counted. At least 75% of the landowners of the road requested must sign. Return to: 425-217

**Anderson County Roads & Bridges**  
735 Michelin Boulevard  
Anderson, SC 29626

C-2-20

## NEIGHBORHOOD PETITION

We, the undersigned landowners, do petition the Anderson County Roads & Bridges Department for speed humps, and agree to provide the 50% cost share for the project.

[illegible]

I am the contact person for this road and will be responsible for the expedition of information between the roads & bridges department and the landowners on the proposed road.

Name:	Casey and Anna Izard
Address:	226 Two Notch Trail
Telephone#:	864-309-6280



# Speed Study for Syracuse C-02-0020

Site Code: 00170001  
Station ID:

Latitude: 0° 0.0000 South

Direction 1, Direction 2																			
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number		
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999		Speed	in Pace		
03/03/22	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
14:00	0	0	1	1	11	6	3	0	0	0	0	0	0	0	22	31-40	15		
15:00	0	1	3	7	5	10	5	2	0	0	0	0	0	0	33	32-41	15		
16:00	1	0	2	2	7	9	3	1	0	0	0	0	0	0	25	32-41	14		
17:00	1	2	4	3	7	4	2	1	0	0	0	0	0	0	24	28-37	10		
18:00	1	1	5	2	5	11	0	0	0	0	0	0	0	0	25	31-40	14		
19:00	0	0	0	6	6	2	6	0	0	0	0	0	0	0	20	26-35	11		
20:00	1	1	2	3	5	1	2	0	0	0	0	0	0	0	15	25-34	7		
21:00	0	0	1	0	2	2	0	0	0	0	0	0	0	0	5	31-40	4		
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*		
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*		
Total	4	5	18	24	48	45	21	4	0	0	0	0	0	0	169				
Percent	2.4%	3.0%	10.7%	14.2%	28.4%	26.6%	12.4%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
AM Peak																			
Vol.																			
PM Peak	16:00	17:00	18:00	15:00	14:00	18:00	19:00	15:00							15:00				
Vol.	1	2	5	7	11	11	6	2							33				







# Speed Study for Syracuse C-02-0020

Site Code: 00170001  
Station ID:

Latitude: 0° 0.0000 South

Direction 1, Direction 2		1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number
Start	Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999		Speed	In Pace
03/07/22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19-28	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	27-36	1
06:00	0	0	0	2	5	5	3	3	0	0	0	0	0	0	0	18	28-37	9
07:00	0	1	2	1	4	7	4	6	1	1	0	0	0	0	0	23	34-43	10
08:00	0	0	0	0	4	2	3	2	2	0	0	0	0	0	0	13	26-35	6
09:00	2	1	1	2	4	8	3	1	0	0	0	0	0	0	0	18	30-39	9
10:00	0	0	0	0	3	3	1	1	0	0	0	0	0	0	0	8	28-37	5
11:00	0	0	0	0	2	4	1	0	0	0	0	0	0	0	0	7	27-36	6
12 PM	0	0	0	4	5	3	2	1	0	0	0	0	0	0	0	15	22-31	9
13:00	0	1	2	2	2	3	4	1	0	0	0	0	0	0	0	13	32-41	6
14:00	3	2	2	0	3	6	5	1	2	0	0	0	0	0	0	22	29-38	9
15:00	2	0	0	1	8	6	14	5	2	1	0	0	0	0	0	39	32-41	19
16:00	2	0	0	2	4	3	7	7	0	0	0	0	0	0	0	25	34-43	12
17:00	23	4	1	1	3	8	5	1	2	0	0	0	0	0	0	47	5-14	24
18:00	5	1	2	3	3	14	2	0	0	0	0	0	0	0	0	27	29-38	14
19:00	0	0	2	0	0	3	2	3	0	0	0	0	0	0	0	10	30-39	5
20:00	0	0	0	0	0	1	3	1	0	0	0	0	0	0	0	5	34-43	4
21:00	0	0	0	0	0	4	1	0	0	0	0	0	0	0	0	5	29-38	5
22:00	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2	25-34	2
23:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	34-43	1
Total	37	10	20	46	83	60	34	9	2	2	0	0	0	0	0	301		
Percent	12.3%	3.3%	6.6%	15.3%	27.6%	19.9%	11.3%	3.0%	0.7%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	07:00	06:00	06:00	09:00	07:00	07:00	08:00	07:00	07:00						07:00		
Vol.	2	1	2	5	8	4	6	2	1	1						23		
PM Peak	17:00	17:00	12:00	15:00	18:00	15:00	16:00	14:00	15:00	15:00						17:00		
Vol.	23	4	4	8	14	14	7	2	1	1						47		

# Speed Study for Syracuse C-02-0020

Site Code: 00170001  
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2		1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number
Start	Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999		Speed	in Pace
03/08/22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19-28	1
01:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	*	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
05:00	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	29-38	2
06:00	0	0	0	1	5	1	7	1	0	0	0	0	0	0	0	0	34-43	8
07:00	2	0	1	2	2	8	7	4	1	2	0	0	0	0	0	27	32-41	13
08:00	0	1	1	1	4	1	4	1	0	0	0	0	0	0	0	12	22-31	5
09:00	0	0	0	0	0	5	3	0	2	0	0	0	0	0	0	10	31-40	7
10:00	0	0	0	0	2	6	3	1	0	0	0	0	0	0	0	12	29-38	9
11:00	0	0	0	0	1	3	6	1	0	1	0	0	0	0	0	12	33-42	8
12 PM	0	0	0	1	6	5	5	2	0	0	0	0	0	0	0	19	27-36	11
13:00	0	0	0	1	0	1	6	3	0	0	0	0	0	0	0	11	36-45	8
14:00	1	1	0	1	6	9	6	1	1	1	0	0	0	0	0	26	29-38	14
15:00	2	0	1	8	8	11	10	3	1	1	0	0	0	0	0	37	30-39	19
16:00	0	3	3	7	5	7	11	6	1	0	0	0	0	0	0	34	32-41	17
17:00	1	1	0	2	2	5	5	3	2	0	0	0	0	0	0	19	30-39	9
18:00	2	2	2	1	4	4	4	0	0	0	0	0	0	0	0	13	29-38	6
19:00	1	1	0	2	2	5	1	0	0	0	0	0	0	0	0	10	26-35	6
20:00	1	0	0	1	3	3	0	0	0	0	0	0	0	0	0	5	28-37	3
21:00	0	0	0	0	4	4	2	1	1	0	0	0	0	0	0	8	32-41	5
22:00	5	2	0	0	1	1	1	0	0	0	0	0	0	0	0	10	7-16	5
23:00	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	10	5-14	7
Total	23	13	7	48	80	80	82	27	9	5	0	0	0	0	0	294		
Percent	7.8%	4.4%	2.4%	16.3%	27.2%	27.2%	27.9%	9.2%	3.1%	1.7%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	08:00	06:00	06:00	07:00	07:00	06:00	07:00	09:00	07:00						07.00		
Vol.	2	1	1	5	8	8	7	4	2	2						27		
PM Peak	23:00	16:00	12:00	15:00	15:00	15:00	16:00	16:00	17:00	14:00						15.00		
Vol.	8	3	1	8	11	11	11	6	2	1						37		



# Speed Study for Syracuse C-02-0020

Site Code: 00170001  
Station ID:

Latitude: 0' 0.0000 South

Direction 1, Direction 2																			
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number		
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999		Speed	in Pace		
03/10/22	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	29-38	1		
01:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1		
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*		
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*		
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*		
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*		
06:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*		
07:00	0	0	1	2	4	3	2	1	0	0	0	0	0	0	13	31-40	4		
08:00	0	0	1	12	6	8	8	3	0	0	0	0	0	0	38	29-38	7		
09:00	0	0	2	2	8	3	1	1	0	0	0	0	0	0	17	25-34	17		
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	29-38	11		
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*		
Total	0	0	4	17	18	19	11	5	0	0	0	0	0	0	74				
Percent	0.0%	0.0%	5.4%	23.0%	24.3%	25.7%	14.9%	6.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					
AM Peak			08:00	07:00	08:00	07:00	07:00	07:00							07:00				
Vol.			2	12	8	8	8	3							38				
PM Peak																			
Vol.																			
Total	100	58	112	356	552	496	215	46	14	0	0	0	0	0	1949				
Percent	5.1%	3.0%	5.7%	18.3%	28.3%	25.4%	11.0%	2.4%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%					

Stats

10 MPH Pace Speed : 30-39 MPH

Number in Pace : 948

Percent in Pace : 48.6%

Number of Vehicles > 55 MPH : 0

Percent of Vehicles > 55 MPH : 0.0%

Mean Speed(Average) : 31 MPH



62-64/311

142

DATE

4/13/22

PAY TO  
THE ORDER OF

ANDERSON County

\$ 1,000.00

ONE THOUSAND

00 / 100

DOLLARS



Security Features  
Details on back

**DISCOVER**

CASHBACK  
CHECKING

PO BOX 30417  
SALT LAKE CITY, UT 84130

MEMO

SYRACUSE RD. Speed Hump

Comp 2291

[Redacted line]

SECURITY COPY