



**AGENDA**  
**ANDERSON COUNTY COUNCIL**  
**REGULAR MEETING**  
**Tuesday, April 5, 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. Ray Graham

**3. APPROVAL OF MINUTES**

March 1, 2022, March 15, 2022

**4. CITIZENS COMMENTS**

Agenda Matters Only

**5. PROCLAMATIONS/RESOLUTIONS:**

- a.** A Proclamation designating April 2022 as Fair Housing Month

Mr. Tommy Dunn

**6. REPORT FROM PLANNING & PUBLIC WORKS COMMITTEE MEETING HELD ON MARCH 18, 2022**

Ms. Cindy Wilson

**7. ORDINANCE THIRD READING:**

- a. 2022-007:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park; and other matters related thereto. [Project Leaf]

Mr. Burriss Nelson (allotted 5 minutes)

**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



**8. ORDINANCE SECOND READING:**

- a. **2022-009**: An Ordinance to provide for the creation of the River Oaks Special Tax District; to establish the nature of services to be performed therein; to designate the uniform service charge in the River Oaks subdivision special tax district; to provide for the operation of the River Oaks subdivision special tax district; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

- b. **2022-010**: An Ordinance authorizing, pursuant to Title 4 Chapter 1 and 29 and Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a fee agreement between Anderson County, South Carolina and [to be inserted before third reading] and [to be inserted before third reading] in connection with a new facility in Anderson County (The "Project"); the provision by the County of certain other support of the project; and other matters related thereto.[Project Lifeboat]

Mr. Burriss Nelson (allotted time 5 minutes)

- c. **2022-011**: An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company or companies known to the County at this time as Project Yell with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes including the provision of certain special source credits; and other matters related thereto. [Project Yell]

Mr. Burriss Nelson (allotted 5 minutes)

**9. ORDINANCE FIRST 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. **2022-012**: 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. **(TITLE ONLY)**

Mr. Burriss Nelson (allotted 5 minutes)



- c. **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.

Mr. Rusty Burns (allotted 5 minutes)

- d. **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.

Mr. Rusty Burns (allotted 5 minutes)

#### 10. **RESOLUTIONS:**

- a. **R2022-020:** A Resolution expressing intent to cease County maintenance on and to authorize County consent to judicial abandonment and closure of Walter Chamblee Road designated as C-09-0281; and other matters related thereto.

Mr. Matt Hogan (allotted 5 minutes)

- b. **R2022-021:** A Resolution authorizing and approving the assignment and assumption of (I) an existing fee in lieu of tax and incentive agreement, and (II) an existing special source revenue credit agreement, each by and between Anderson County, South Carolina and ABB Motors and Mechanical INC. (F/K/A Baldor Electric Company); and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- c. **R2022-022:** A Resolution 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 of 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; (3) Certain special source revenue credits in connection with the project; and (4) Other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

#### 11. **ROAD ACCEPTANCE INTO COUNTY INVENTORY:**

- a. Parkview Glen Subdivision Phase I: (District 6)  
Walking Stick Way  
Fox Hollow Lane

Mr. Matt Hogan (allotted 5 minutes)

#### 12. **APPROVAL FOR PAVING FOR HAMLIN ROAD AND THE MEADOWS SUBDIVISION WITH ACTC FUNDS**

Mr. Rusty Burns (allotted 5 minutes)



**13. APPOINTMENTS:**

- a. Anderson County Museum-Butch D. Merritt
- b. Anderson Oconee Behavioral Health-Kathy Parris

**14. VEHICLE DONATIONS**

**15. REQUESTS BY COUNCIL:**

- a. Cancer Association of Anderson-all districts
- b. Anderson Pregnancy Care-District 2

**16. ADMINISTRATOR'S REPORT:**

**17. CITIZENS COMMENTS**

Non-Agenda Matters

**18. REMARKS FROM COUNCIL**

**19. 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.**

State of South Carolina    )

County of           Anderson    )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
MARCH 1, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: At this time  
2 I'd like to call the presentation part of our regular  
3 county council meeting of March the 1st to order. I'd  
4 like to welcome each and every one of you here tonight  
5 and thank you for coming.

6 The first order of business will be  
7 Resolutions/Proclamations, be 2(a), R2022-007,  
8 Honorable Councilman Glenn Davis.

9 GLENN DAVIS: Thank you, Mr.  
10 Chairman. I have a resolution here honoring Mr. Marvin  
11 Green, an outstanding young man who was an educator, a  
12 coach, a mentor to young people. And it reads as  
13 follows:

14 A RESOLUTION TO HONOR THE LIFE OF MARVIN D. GREENE;  
15 AND OTHER MATTERS RELATED THERETO.

16 WHEREAS, Mr. Marvin D. Greene was born in Walhalla  
17 in 1934, son of the late Frank Greene, Sr. and Adlaide  
18 Turner Greene, and departed this life on November 9,  
19 2021; and,

20 WHEREAS, Mr. Greene attended Friendship Junior  
21 College and earned a Bachelor's degree in Physical  
22 Education and Science from Allen University and a  
23 Master's degree in Guidance from South Carolina State  
24 University; served in the United States Army from  
25 1958 to 1960 in the Second United States Missile  
26 Command; taught Biology and Physical Education and was  
27 the head football and basketball coach at New Deal High  
28 School in Anderson School District 3, later joining the  
29 faculty at Crescent High School, where he served as  
30 assistant football coach, head football coach, junior  
31 varsity basketball coach, Assistant Principal, and  
32 Principal, retiring in 1987; and, following retirement,  
33 continued work as a counselor for the Alcohol and Drug  
34 Abuse Commission, became a Hearing Officer for Anderson  
35 School Districts 4 and 5, was a member and Deacon of  
36 Royal Baptist Church, and held offices and served on  
37 various boards in the Anderson community; and

38 WHEREAS, Mr. Greene loved and was loved by his  
39 wife, Carol J. Baylor Greene, his children, Sharon E.  
40 Greene-Crite, Gail M. Greene-Nash, and David M. Greene,  
41 II, his grandchildren, his great-grandchildren, and a  
42 host of nieces, nephews, and friends, and was a shining  
43 star in our community for generations;

44 THEREFORE BE IT RESOLVED that the Anderson County  
45 Council, in a meeting duly assembled this 1st day of  
46 March 2022, does hereby honor and celebrate the life  
47 and memory of Marvin D. Greene.

48 And I'd like to put that in the form of a motion,  
49 Mr. Chairman.

50 CINDY WILSON: Second.

1 TOMMY DUNN: Have a motion  
 2 by Mr. Davis and second by Ms. Wilson. Any further  
 3 discussion? Hearing none, all in favor of the motion  
 4 show of hands. Opposed like sign. Show the motion  
 5 carries unanimously.

6 Just for the record, let's show that Jimmy Davis  
 7 hasn't arrived yet.

8 Go ahead, Mr. Davis.

9 GLENN DAVIS: Yes, sir. He  
 10 has one of his daughters here that was able to make it.  
 11 His wife was unable to make it. But we do have his  
 12 daughter.

13 **PRESENTATION OF RESOLUTION**  
 14 **APPLAUSE**

15 TOMMY DUNN: We're going to  
 16 move on now to item number 2(b), R2022-011, Honorable  
 17 Council Lady Ms. Cindy Wilson. Ms. Wilson.

18 CINDY WILSON: Thank you, Mr.  
 19 Chairman. By way of explanation, Dr. Reid has no idea  
 20 any of this is being done. He is such a modest, humble  
 21 man, it would have been impossible to get him here  
 22 tonight. So we're resorting to trickery to getting him  
 23 to the cattle complex on the 12th. And each and every  
 24 one of y'all are invited. It should be a very, very  
 25 wonderful occasion.

26 BRETT SANDERS: What time, Ms.  
 27 Wilson?

28 CINDY WILSON: Pardon?

29 BRETT SANDERS: The time?

30 CINDY WILSON: Oh, it's at  
 31 six.

32 BRETT SANDERS: 6:00.

33 CINDY WILSON: I'm sorry.

34 WHEREAS, Dr. Marvin Poag Reid was born in 1945 to  
 35 Charles Darrell Reid and Mae Etta Poag Reid, attended  
 36 elementary through high school in Rock Hill, attended  
 37 Clemson University, extended his studies at the  
 38 University of Georgia School of Veterinary Medicine,  
 39 and married Linda Mull in 1969; and

40 WHEREAS, Dr. Reid, upon completing his Doctor of  
 41 Veterinary Medicine in 1971, moved to Pendleton and  
 42 began practicing veterinary medicine with Dr. Joe  
 43 Shirley, later developing his own large animal practice  
 44 known as Creek Run Veterinary Clinic, at Six & Twenty  
 45 Road, in 1976, which became a large animal hospital  
 46 with surgical options and a large breeding practice  
 47 standing stallions at stud and housing multiple mares;  
 48 and

49 WHEREAS, Dr. Reid, having accomplished much in his  
 50 life and career, became an Eagle Scout with God and

1 Country badge, was a member of Alpha Zeta Fraternity  
2 and served one year as the Clemson Tiger Mascot, was a  
3 member of the Clemson Research Advisory Board in the  
4 late 1980s, worked with Clemson President R.C. Edwards  
5 to establish the policy of awarding degrees to students  
6 after one year of post-graduate work. In the late  
7 1990s, Dr. Reid was one of the few veterinarians with  
8 ultrasound equipment for large animal medicine,  
9 participated with Dr. Dee Cross at Clemson in the  
10 development of domperidone as a drug used to treat  
11 fescue toxicosis in mares to stimulate lactation, was a  
12 founding member of the South Carolina Upstate Equine  
13 Council from 2009 to 2019, is well-known as a mentor to  
14 veterinarians, often saying "you are only as good as  
15 your last case," and played a significant role in  
16 developing the idea for T. Ed Garrison Livestock Arena  
17 in Pendleton, crafting the idea while sitting around  
18 the wood stove in his kitchen with Buck Fulp, Jim Ivey,  
19 and Thomas Lee Martin, later involving livestock  
20 associations, state legislators, and, finally, Senator  
21 Ed Garrison, to make the T. Ed Garrison Livestock Arena  
22 a reality; and

23 WHEREAS, Dr. Reid is happily retired and resides  
24 with his wife Linda, with whom he will celebrate 53  
25 years of marriage this year, at their Creek Run Farm on  
26 Six & Twenty Road in Pendleton, most days riding his  
27 horses, checking his cows, and running his dogs.

28 THEREFORE, BE IT RESOLVED that the Anderson County  
29 Council, in a meeting duly assembled this 1st day of  
30 March, 2022, does hereby recognize Dr. Poag Reid for  
31 his dedicated service to the improvement of the  
32 agricultural economy and the quality of life for  
33 animals and citizens of Anderson County.

34 And may I put that in the form of a motion?

35 BRETT SANDERS: Second.

36 TOMMY DUNN: Have a motion

37 Ms. Wilson; second Councilman Sanders. Any discussion?  
38 All in favor of the motion show of hands. All opposed  
39 like sign. Show the motion carries unanimously.

40 This part of our council meeting will be adjourned.  
41 We'll reconvene back here to start our regular council  
42 meeting at 6:30.

43

44 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:13 P.M.)**



State of South Carolina     )  
County of           Anderson     )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
MARCH 1, 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 Council  
 3 meeting of March 1st to order. I'd like to welcome  
 4 each and every one of you here tonight and thank y'all  
 5 for coming.

6 At this time, before we ask Councilman John Wright  
 7 to lead us in the invocation and pledge of allegiance,  
 8 if we'd all rise and have a moment of silence and keep  
 9 in mind the family of Jackie Hunter who passed away. A  
 10 long-time county employee, Auditor, elected official,  
 11 and done a great service for Anderson County.

12 And also Mr. Bill Mickey (phonics) who has been on  
 13 our Economic Development Board for many years. Past  
 14 current chairman. Done a lot for Anderson County for  
 15 economic development. Was always there. Let's keep  
 16 him and -- his family in our thoughts and prayers, too.  
 17 A moment of silence for both of those gentlemen's  
 18 family, please.

19 **MOMENT OF SILENCE**

20 TOMMY DUNN: Amen. Mr.  
 21 Wright.

22 JOHN WRIGHT: Let us pray.

23 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JOHN WRIGHT**

24 TOMMY DUNN: Are there any  
 25 corrections to be made to the February 1st, 2022  
 26 council meeting? Somebody make a motion to move these  
 27 forward?

28 JOHN WRIGHT: So moved.

29 CINDY WILSON: Second.

30 TOMMY DUNN: Motion Mr.  
 31 Wright; second Ms. Wilson. All in favor of the motion  
 32 show of hands. All opposed like sign. Show the motion  
 33 carries unanimously.

34 Are there any corrections to be made to the  
 35 February 15th, 2022 meeting? Hearing and seeing none,  
 36 somebody make a motion to move these on?

37 JOHN WRIGHT: So moved.

38 CINDY WILSON: Second.

39 TOMMY DUNN: Motion Mr.  
 40 Wright -- make a motion to adopt. Ms. Wilson second.  
 41 All in favor of the motion show of hands. All opposed  
 42 like sign. Show the motion carries unanimously.

43 Moving on to item number 4, citizens comments.  
 44 When Mr. Harmon calls your name, please step forward,  
 45 address the chair. You have three minutes on agenda  
 46 items only. Mr. Harmon.

47 LEON HARMON: Mr. Chairman,  
 48 no one is signed up to speak at this time.

49 TOMMY DUNN: Thank you, Mr.  
 50 Harmon. Going to move on to item number 5,

1 presentation by the Violins of Hope.

2 SHARON TCHONEV: Good evening,  
3 ladies and gentlemen, Chairman person of the Council.  
4 We appreciate the opportunity to present to you this  
5 evening. My name is Sharon Tchonev. I'm here to  
6 represent Violins of Hope South Carolina and Varna  
7 International. We have the great honor to bring to the  
8 state of South Carolina sixty violins that survived the  
9 Holocaust and were restored by violin makers in Israel.  
10 These violins are traveling especially to the state of  
11 South Carolina and our company is organizing large  
12 scale and chamber performances in twelve cities and  
13 towns throughout South Carolina with the Long Bay  
14 Symphony and Aiken Symphony Orchestra in all the large  
15 concert venues of our state, including the Koger Center  
16 in Columbia and the Peace Center in Greenville and many  
17 others. We are also bringing phenomenal soloists, world  
18 renowned soloists from the Bulgarian Folk Ensemble  
19 Philip Koutev.

20 And together we are going to feature an oratorio  
21 that tells the story of how the Bulgarian people  
22 rescued their entire Jewish population from Hitler's  
23 death camps. Among them, my maternal grandparents.  
24 Bulgaria is a nation that rescued their entire Jewish  
25 population, which is forty-nine thousand Jews, which is  
26 unprecedented in all of Europe during World War II.

27 So this heroic story that remains relatively  
28 unknown on the pages of history will be told in South  
29 Carolina and through those violins that survived the  
30 Holocaust will be incredibly powerful.

31 We would like to share with you a brief video that  
32 will show the violin maker who restored the violins  
33 speaking and you could see our production that we  
34 brought to the Kennedy Center and the Lincoln Center in  
35 2011 which shows the oratorio that we are bringing to  
36 South Carolina.

37 Our proposal and request this evening is to help us  
38 bring this production and the incredible world renowned  
39 Violins of Hope to Anderson so that Anderson could be  
40 one of those cities in the state of South Carolina to  
41 host this incredible production.

42 I would like to show you the video at this time.

43 **VIDEO PRESENTATION**

44 SHARON TCHONEV: Thank you very  
45 much for your attention. Our request is for Council to  
46 consider making a contribution of fifteen to thirty  
47 thousand dollars so that we can bring this production  
48 to Anderson and bring an exhibit of the Violins of  
49 Hope, a chamber performance with the violins and the  
50 world renowned Bulgarian Folk Ensemble, as well as

1 speakers and the violin maker, so that we can share the  
2 story here from this city with the community.

3 TOMMY DUNN: Thank you,  
4 ma'am. We'll be taking this under advisement. Okay?  
5 Thank you.

6 We're going to move on to item number 6(a), 2021-  
7 059, an Ordinance to amend Article II and Article III  
8 of Chapter 30 of the Code of Ordinances, Anderson  
9 County, South Carolina related to Emergency Medical  
10 Services and franchise requirements for non-emergency  
11 medical services; and other matters related thereto.

12 There will be a public hearing on this before we  
13 take a final vote or nothing. But I want to have a  
14 motion on the floor and discussion where if anybody  
15 wants to discuss, they'll know what they're -- what the  
16 whole motion is -- the ordinance is.

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

18 RAY GRAHAM: So moved.

19 TOMMY DUNN: Motion Mr.

20 Graham to put this on the floor and second by Mr.  
21 Sanders. Open the floor up for discussion.

22 RAY GRAHAM: Mr. Chairman?

23 TOMMY DUNN: Mr. Graham.

24 RAY GRAHAM: With this

25 Franchise Agreement, there's several reasons behind  
26 doing this. But as we went to the new EMS system,  
27 basically the purpose of the Franchise Agreement was to  
28 ensure that our EMS system was sustainable, as well as  
29 providers in the county. With that being said, I would  
30 ask that part of this ordinance -- originally we had  
31 talked about having a fee on this franchise. I would  
32 request that that fee be removed. And there's no  
33 charge for the initial providers, which would cover  
34 your local rescue squads if they're still providing  
35 non-emergency transports. And it also would allow a  
36 couple of other entities that's operating in the county  
37 to do the same without having to pay a fee. But yet it  
38 basically just be them putting in an application and  
39 requesting approval of that.

40 TOMMY DUNN: Mr. Graham's  
41 motion is no franchise fee for the current people  
42 providing services to the citizens of Anderson County,  
43 but they would still fill out an application. What  
44 this is for, if they break something or do something,  
45 that franchise fee would be revoked or could be  
46 revoked.

47 RAY GRAHAM: Franchise  
48 Agreement could be revoked. Yes.

49 TOMMY DUNN: At this time  
50 we'll open the floor up for public hearing. Anyone

1 wishing to discuss this matter, please ---  
2 JIMMY DAVIS: Mr. Chair, do  
3 we need a second on his motion?  
4 TOMMY DUNN: No. We're  
5 going to wait -- we're going to have a discussion and  
6 then we'll go through the thing. We're going to have  
7 -- see if anybody wants to talk about this. I want to  
8 get that on the floor. If nobody else is coming, I  
9 want to get that on the floor where people understand  
10 it.  
11 Anyone wishing to step forward and speak to this  
12 matter, please step forward, state your name for the  
13 record and your district and address the chair, please.  
14 You've got three minutes. Anyone at all? Seeing and  
15 hearing none, now we'll open the floor up. Do we have  
16 a second on Mr. Graham's motion?  
17 CINDY WILSON: I'll second  
18 that.  
19 TOMMY DUNN: Second by Ms.  
20 Wilson. Any discussion?  
21 BRETT SANDERS: Nothing has  
22 changed on their liability limits and insurance  
23 requirements? Everything stays the same?  
24 RAY GRAHAM: Yes. The rest  
25 of the contract is more to protect the county and also  
26 the providers. So all that would be the same. It just  
27 -- when we initially went about the EMS system, we made  
28 the statement on several occasions, some of the Council  
29 members, that in the event we did a franchise, there  
30 would be no fee to the existing providers. And we just  
31 want to stand by our word on that. That's the purpose  
32 of this.  
33 BRETT SANDERS: Agree a hundred  
34 percent. Thank you, Mr. Graham.  
35 TOMMY DUNN: Anyone else?  
36 All in favor of the amendment show of hands. All  
37 opposed like sign.  
38 Now, go back to the original motion. Are there any  
39 more discussion on the original motion? Seeing and  
40 hearing none, all in favor of the original motion show  
41 of hands. All opposed like sign. Show the motion  
42 carries unanimously.  
43 RAY GRAHAM: Thank you, Mr.  
44 Chairman.  
45 TOMMY DUNN: Thank you, Mr.  
46 Graham.  
47 We're going to move on now to item number 6(b),  
48 2022-005, an Ordinance to amend an agreement for the  
49 development of a joint county industrial and business  
50 park (2010 Park) of Anderson and Greenville Counties so

1 as to enlarge the park to include certain property of  
2 Lollis Metals, Inc.; and other matters related thereto.

3 Do we have a motion to move this forward?

4 BRETT SANDERS: So moved.

5 CINDY WILSON: Second.

6 TOMMY DUNN: Motion Mr.

7 Sanders; second Ms. Wilson. I open the floor up for  
8 discussion. Any discussion? As y'all know, this is  
9 placement of Lollis Metal expansion project into the  
10 Anderson County/Greenville County multi-county  
11 industrial business park, placement into the MCIP  
12 allows the property to qualify for statutory  
13 incentives. I'm glad to see a small local business be  
14 able to get this and do this. They've been in business  
15 in Anderson County for quite a few years. Good to see  
16 them doing good.

17 Any more discussion? Seeing and hearing none, all  
18 in favor of the motion show of hands. All opposed like  
19 sign. Show the motion carries unanimously.

20 We're going to move on to item number 7, second  
21 readings. There are none.

22 We're going to go into 8(a), ordinance first  
23 readings. This is 8(a), 2022-007, an Ordinance to  
24 amend an agreement for the development of a joint  
25 county industrial and business park (2010 Park) of  
26 Anderson and Greenville Counties so as to enlarge the  
27 park; and other matters related thereto. This is  
28 Project Leaf. This is a Greenville County project. Do  
29 we have a motion to move this forward?

30 CINDY WILSON: So moved.

31 BRETT SANDERS: So moved.

32 TOMMY DUNN: Motion Ms.

33 Wilson; second Mr. Sanders. Open the floor up for  
34 discussion. As you know, this is the placement of a  
35 Greenville project originally known as Project Leaf  
36 into the Anderson County/Greenville County MCIP. The  
37 project -- Anderson County will receive one percent of  
38 the fees generated for this project. As y'all know, we  
39 do this back and forth. They also do this for us in-  
40 kind, return the favor. Any more discussion? All in  
41 favor of the motion show of hands. All opposed like  
42 sign. Show the motion carries unanimously.

43 We're going to move on now to item number 9(a),  
44 Resolution R2022-010, a Resolution expressing intent to  
45 cease County maintenance and to authorize County  
46 consent to judicial abandonment and closure of Stone  
47 Hedge Court designated as C-02-0015C; and other matters  
48 related thereto.

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

50 JIMMY DAVIS: So moved.

1 CINDY WILSON: Second.  
2 TOMMY DUNN: Motion Mr.  
3 Jimmy Davis; second Ms. Cindy Wilson. Open the floor  
4 up for discussion. Mr. Burns, any comments on this or  
5 anybody have anything?  
6 RUSTY BURNS: This is  
7 straightforward.  
8 TOMMY DUNN: Anybody else  
9 got anything? All in favor of the motion show of  
10 hands. All opposed like sign. Show the motion carries  
11 unanimously.  
12 Moving on to item number 9(b), R2022-012, a  
13 Resolution committing matching funds for a land and  
14 water conservation fund grant application to be  
15 submitted for Piedmont Riverfront Park; and other  
16 matters related thereto.  
17 RUSTY BURNS: Mr. Chairman,  
18 that will be part of the Finance Committee report.  
19 TOMMY DUNN: Okay. We'll  
20 hold off on that then and get that back to ---  
21 BRETT SANDERS: If you want to,  
22 Mr. Chairman, I can go ahead and address that  
23 particular one and we can vote on it.  
24 TOMMY DUNN: Why don't we do  
25 that.  
26 BRETT SANDERS: Okay. Since  
27 it's already brought up.  
28 TOMMY DUNN: Yep.  
29 BRETT SANDERS: This was a  
30 grant for the Piedmont Riverfront Park. It is --  
31 almost 1.3 million people live within a ten-mile radius  
32 of where this is going to happen. There's over three  
33 hundred thousand people participating in water  
34 activities, hiking, bird watching, nature trails. This  
35 came before our Finance Committee. We voted  
36 unanimously in support. There's a five hundred  
37 thousand dollar grant that there will be some matching  
38 funds up to and not exceeding nine hundred thousand.  
39 And I recommend this and put it in the form of a motion  
40 from the Finance Committee, sir.  
41 TOMMY DUNN: Coming from the  
42 Finance Committee, it doesn't need a second. Open the  
43 floor up for discussion.  
44 JIMMY DAVIS: Mr. Chair.  
45 TOMMY DUNN: Mr. Jimmy  
46 Davis.  
47 JIMMY DAVIS: Thank you, all  
48 of you on the Finance Department. This is, for lack of  
49 better words, my dream in Piedmont. This is what we  
50 had public meetings about yesterday evening. We had a

1 lot of people out. They're so excited to see the old  
2 mill village of Piedmont getting some well-deserved  
3 attention. The river, as we've seen, with Dolly Cooper  
4 Park in the past, has really produced a lot of  
5 recreational activity, but also a sense of ownership  
6 and proudness of community. And I can honestly say I  
7 think this project will be what brings the little mill  
8 village of Piedmont back.

9 Most people don't know, at one time Piedmont had  
10 the most technologically advanced textile mill in the  
11 world. And there were a lot of proud people there and  
12 there's still a lot of proud people there. They're  
13 excited about the opportunity to see their little town  
14 grow again. And I think this is just a great  
15 opportunity. It's a great piece of land.

16 And we will be probably the first county to have a  
17 continuous leg of eighty-eight approved kayak launch  
18 because this is above the dam in Piedmont. So we'll be  
19 able to float from Dolly Cooper down to Piedmont, about  
20 eight and a half miles, with, you know -- continuously.  
21 And there's plans down the road to develop portages  
22 around the dam both in Piedmont and in Pelzer so that  
23 people can recreate all the way in Anderson County from  
24 Powdersville all the way to Belton. So this is going  
25 to be exciting stuff. And I'm excited about it.

26 And the numbers that Steve Newton put together for  
27 us are -- just blew my mind about how many people  
28 within that area are really going to be there to use  
29 this type of facility.

30 So I thank you all for your consideration in  
31 looking at this because this truly is a dream come  
32 true. Thank you, Mr. Chair.

33 TOMMY DUNN: Thank you,  
34 Councilman Davis, and District 6. Anyone else?

35 CINDY WILSON: May I?

36 TOMMY DUNN: Yes, ma'am, Ms.  
37 Wilson.

38 CINDY WILSON: Having taken  
39 the tour back in 2009 after Matt Schell went down the  
40 river mapping it out and we went down in kayaks, it's  
41 just incredible. It's a wild river most of the way.  
42 Beautiful birds and all kinds of beautiful scenery  
43 there and very little development. And this is a great  
44 opportunity to get the public out and to enjoy the  
45 fresh air and the water.

46 And the river has been cleaned up. ReWa has  
47 cleaned up their discharges and a lot of the others.  
48 So it's a wonderful resource for this county to be  
49 bordered on one side by the Saluda River and the other  
50 by Savannah and Lake Hartwell and Lake Russell. We're



1 blessed with water resources.  
2 TOMMY DUNN: Thank you, Ms.  
3 Wilson. Anyone else? All in favor of the motion show  
4 of hands. Opposed like sign. Show the motion carries  
5 unanimously.  
6 We'll move on now to item number 10, appointments.  
7 This will be appointments. Starting out first will be  
8 appointment of the Museum Advisory Board of John V.  
9 Rainey. This will be a District 1 appointment. Do we  
10 have a motion to move this forward?  
11 JOHN WRIGHT: So moved.  
12 TOMMY DUNN: Motion by Mr.  
13 Wright. Do we have a second?  
14 CINDY WILSON: Second.  
15 TOMMY DUNN: Second by Ms.  
16 Wilson. Any discussion? All in favor of the motion  
17 show of hands. All opposed like sign. Show the motion  
18 carries unanimously.  
19 We're going to have a motion -- this will be the  
20 Anderson County Museum Advisory Board, too, Ms. Ashley  
21 L. Hardwick. And this will be coming from District 2.  
22 Do we have a motion to move this forward? Motion by  
23 Mr. Davis, Mr. Glenn Davis.  
24 BRETT SANDERS: Second.  
25 TOMMY DUNN: We have a  
26 second by Mr. Sanders. Any discussion? All in favor  
27 of the motion show of hands. All opposed like sign.  
28 Show the motion carries unanimously.  
29 We're got -- next I believe is the Human Relations  
30 Council, coming from Ms. Dolores C. Watkins on it, and  
31 that's District 3. Is that right? Yep. So do we have  
32 a motion to move that forward?  
33 CINDY WILSON: So moved.  
34 TOMMY DUNN: Motion Ms.  
35 Wilson. Do we have a second?  
36 BRETT SANDERS: Second.  
37 TOMMY DUNN: Second Mr.  
38 Sanders. Any discussion? All in favor of the motion  
39 show of hands. All opposed like sign. Show the motion  
40 carries unanimously.  
41 Now moving on to item number 10(d), appointments,  
42 this will be, again, Human Relations Council. This  
43 will be Ms. Faith A. Line. And this comes from  
44 District 1 also. Do we have a motion to move this  
45 forward?  
46 JOHN WRIGHT: So moved.  
47 TOMMY DUNN: Motion Mr.  
48 Wright; second Ms. Wilson. Any discussion? All in  
49 favor of the motion show of hands. All opposed like  
50 sign. Show the motion carries unanimously.

50 CINDY WILSON: Second.

1 TOMMY DUNN: Second Mr.  
2 Brett Sanders. Any discussion? Seeing and hearing  
3 none, all in favor of the motion show of hands. All  
4 opposed like sign. Show the motion carries  
5 unanimously.  
6 Moving on now to Mr. Ray Graham.  
7 RAY GRAHAM: Thank you, Mr.  
8 Chairman. I've got two. I'll do this at the same time  
9 if that's all right. Five hundred dollars to Tackling  
10 the Streets; and also five hundred dollars for I Am  
11 Strong Dance Company. Bring this in the form of a  
12 motion.  
13 TOMMY DUNN: Have a motion  
14 by Mr. Graham. Have a second?  
15 JIMMY DAVIS: Second.  
16 TOMMY DUNN: Second Ms.  
17 Wilson. Do we have any discussion? All in favor of  
18 the motion show of hands. All opposed like sign. Show  
19 the motion carries unanimously.  
20 Moving on, Mr. John Wright.  
21 JOHN WRIGHT: Thank you, Mr.  
22 Chairman. From District 1's special rec account, I'd  
23 like to appropriate a thousand dollars to Tackling the  
24 Streets and five hundred dollars to I Am Strong Dance  
25 Company. I bring that in the form of a motion.  
26 CINDY WILSON: Second.  
27 TOMMY DUNN: We have a  
28 motion by Mr. Wright; second Ms. Wilson. Any further  
29 discussion? All in favor of the motion show of hands.  
30 All opposed like sign. Show the motion carries  
31 unanimously.  
32 Moving on, Ms. Wilson.  
33 CINDY WILSON: Thank you, Mr.  
34 Chairman. We're about broke in District 7. But I did  
35 want to point out that maybe we could offer some more  
36 resources to the Bulgarian music endeavor. We have a  
37 wonderful Jewish Synagogue here in Anderson, and one,  
38 of course, in Greenville. And Mr. David Draisen would  
39 be a wonderful person for them to contact. At this  
40 point in time, it's a very meaningful effort. Perhaps  
41 we could all contribute a little. Nothing like what  
42 they're requesting out of our pockets. But anyway.  
43 And I've talked with Reverend Donalds (phonics) and  
44 I'll be doing something after our first of July  
45 meeting.  
46 TOMMY DUNN: Thank you.  
47 CINDY WILSON: Thank you.  
48 TOMMY DUNN: Out of District  
49 5's special appropriation account, I'd like to put five  
50 hundred dollars for the Strong Dance Company and a

1 thousand dollars for Tackling the Streets. I put that  
2 in the form of a motion.

3 BRETT SANDERS: Second.

4 TOMMY DUNN: Second Mr.

5 Brett Sanders. Any discussion? All in favor of the  
6 motion show of hands. All opposed like sign. Show the  
7 motion carries unanimously.

8 Anyone else have anything I've overlooked?

9 Moving on now, we're going to have a report from  
10 the Solid Waste Committee Meeting held on February  
11 28th, 2022. Chairman Glenn Davis.

12 GLENN DAVIS: Thank you, Mr.  
13 Chairman. On February 28th at noon, the Solid Waste  
14 Committee had a meeting. And I'd like to thank Mr. Ray  
15 Graham and Mr. John Wright. We also had a good visit  
16 from Ms. Wilson, as well. Thank her for showing up.  
17 Ms. Wilson always has something to contribute and I  
18 appreciate that.

19 But Mr. Greg Smith, again, gave us plenty -- it  
20 almost became information overload. But they're doing  
21 a lot. And I would like to commend him on everything  
22 he's doing in the solid waste community. It was a good  
23 meeting. And for me it was very informative. I  
24 learned a lot. He's doing a wonderful job and I'd just  
25 like to congratulate him on that.

26 Do any other committee members have anything they'd  
27 like to contribute? We good? Thank you.

28 TOMMY DUNN: Thank y'all.

29 And y'all will be having, between Mr. Wright and Mr.  
30 Davis, having a meeting or joint meeting about getting  
31 some follow-up on some stuff and maybe having an  
32 afternoon ---

33 JOHN WRIGHT: Yes, sir.

34 TOMMY DUNN: --- with more  
35 participation. I still think -- I know staff might not  
36 be, but I still think it's a good idea and something  
37 work looking into is the camera thing. Go ahead, Mr.  
38 Graham.

39 RAY GRAHAM: Did you mention  
40 the clean-up date, the week?

41 TOMMY DUNN: Clean-up dates?

42 GLENN DAVIS: No, I don't

43 have them with me. Do you have them?

44 TOMMY DUNN: You got them,

45 Mr. Graham.

46 GLENN DAVIS: I think it was

47 March 21st through the 25th.

48 RAY GRAHAM: Just to kind of  
49 put on all the Council's calendars, March the 21st,  
50 they're going to actually have a kickoff I think at the

1 -- what do we call the building -- the old TTI  
2 building?

3 GLENN DAVIS: Yes, sir.  
4 RAY GRAHAM: And going to do  
5 biscuits and what not. But I think it'll be a good  
6 opportunity for Council members that's able to to come  
7 and maybe bring some of your groups and have a good  
8 start of the week with that. But it's actually going  
9 on for the whole entire week. A lot of planning on  
10 that that'll be coming out within the next week or so.

11 TOMMY DUNN: To tag on that,  
12 while we're on this subject. Mr. Burns, will you give  
13 a short thing on what happened this past weekend on the  
14 clean-up?

15 RUSTY BURNS: Oh, we had a  
16 wonderful event out at the legendary Green Pond Landing  
17 and Event Center, where the people with Hartwell Marine  
18 put together and another sponsor, Stripe King, put  
19 together a group where we had a weigh-in, but we  
20 weren't weighing fish. We were weighing litter. And  
21 whoever picked up the most litter, they were the  
22 champions. And we picked up tons and tons of litter,  
23 not only at the landing but in the roads coming in and  
24 the surrounding community. And we had a lot of people.  
25 We had college students there. We had high school  
26 students there. We had great participation. The  
27 sponsors, not us, gave out prizes and awards to all of  
28 these people. We're going to make that an annual  
29 event. It went very, very well.

30 TOMMY DUNN: I appreciate  
31 what -- but that is something, what I'm talking about,  
32 we need to look at putting county-wide. Incentivizing  
33 groups and young people to get out and pick up track on  
34 certain days. Go ahead.

35 RAY GRAHAM: They also  
36 picked up off the water, as well; right?

37 RUSTY BURNS: Yes, sir, they  
38 did.

39 RAY GRAHAM: It was probably  
40 I guess about a year ago maybe down on Lake Succession  
41 we had a young man that lost his life from hitting  
42 something in the water. So it truly puts some of the  
43 young people back into the perspective and doing that  
44 work and a lot of good -- heard a lot of good comments  
45 out of that, Chairman Dunn. It was a great event.

46 BRETT SANDERS: I have a  
47 question.

48 TOMMY DUNN: Mr. Sanders.  
49 BRETT SANDERS: Did you say it  
50 was Stripe King?

1 RUSTY BURNS: Yes, sir,  
2 Stripe King was a sponsor.  
3 BRETT SANDERS: Good.  
4 RUSTY BURNS: There are  
5 twelve -- at least possibly two thousand people at the  
6 Anderson County Civic Center tonight as part of the  
7 Bassmaster preparation. They're hearing from legendary  
8 anglers from across the country. So that's where they  
9 are tonight. And Stripe King is a part of that, also,  
10 as well as Lew's and several other sponsors.  
11 TOMMY DUNN: Chairman Davis.  
12 GLENN DAVIS: Thank you, Mr.  
13 Chairman. It almost escaped me, but this Saturday  
14 we're having another district-wide cleanup, District 2.  
15 This will be our second cleanup since I've been in  
16 office. So if you're not doing anything on Saturday  
17 morning, meet us at 10:00 at the AU baseball field.  
18 Thank you very much.  
19 TOMMY DUNN: And that's out  
20 at the old fairgrounds; right, Mr. Davis.  
21 GLENN DAVIS: At the AU  
22 baseball field.  
23 TOMMY DUNN: Not the  
24 fairgrounds. That would be down on White Street. Got  
25 you.  
26 We're going to move on now to item 13, report from  
27 the Finance Committee held on March 1st, this  
28 afternoon. Chairman Sanders. We got a piece of it a  
29 while ago. He can finish up his report. Chairman  
30 Sanders.  
31 BRETT SANDERS: Thank you, Mr.  
32 Chairman. We had two bids that were submitted, number  
33 2022-038 was an improvement at the Anderson Sports and  
34 Entertainment Complex, which was for a new stage. And  
35 our old stage has been pretty much condemned. The  
36 funding will come from ATAX. We also had a sponsor  
37 that's offered another two hundred and fifty thousand  
38 dollars that we'll be reviewing in the future. This  
39 stage as everything currently is now, would only take  
40 ten years to pay off. But as Mr. Burns knows and we  
41 discussed, the stage that we have now was keeping us  
42 from getting some of the acts that we needed. In order  
43 to rent a stage, it's a minimum of fifteen thousand  
44 dollars. So by moving forward with the new stage --  
45 and also increasing the number of concerts and the  
46 revenue size, we'll be able to -- I'm certain that  
47 we'll pay it off way less than ten years. I think it's  
48 an investment in our Civic Center. It's an investment  
49 in our community. And it came from the Finance  
50 Committee as a unanimous support. And I'd like to put

1 that before Council in the form of a motion.

2 TOMMY DUNN: Coming from the  
3 Finance Committee, it doesn't need a second. Are there  
4 any discussion? Mr. Graham.

5 RAY GRAHAM: Just want to  
6 commend you guys for doing that. Some of the council  
7 members remembers, we've actually discussed this  
8 probably three or four years ago and the actual stage  
9 that we have, there's actually some safety concerns, as  
10 well. So I mean it's been pieced together. So it's  
11 definitely good that we're moving forward with this,  
12 hopefully.

13 BRETT SANDERS: I would like,  
14 also, Mr. Graham, the life span of this stage is  
15 thirty-plus years. You know, you have people talk  
16 about things, but this is an investment that's going to  
17 provide a return for Anderson County. And I'm excited  
18 about it. And I think it's a good investment for our  
19 community.

20 TOMMY DUNN: Anyone else? I  
21 just want to thank y'all also. We don't have a stage  
22 at the Civic Center right now. Our stage has been done  
23 away with. It's been condemned. And if we're going to  
24 -- everybody we've talked to about putting something  
25 together out at the Civic Center as far as an  
26 amphitheater, they brought up about the stage. And so  
27 this is going to, I think, help us bring the  
28 amphitheater to life and do more business out there.  
29 Twofold, it's going to help create more stuff to do in  
30 Anderson County and also a revenue generating thing.  
31 And if we don't do this and investment in this, we need  
32 to just hush about having something, in my opinion, at  
33 the amphitheater because they ain't coming.

34 BRETT SANDERS: And the thing  
35 is, that's going to invest back into the community and  
36 have these things that increases the ATAX fund which is  
37 designed to support tourism.

38 TOMMY DUNN: That's right.

39 BRETT SANDERS: So as we're  
40 doing this we are promoting tourism and we're also  
41 self-financing it by increasing that tax base, as well.

42 TOMMY DUNN: Anyone else?  
43 All in favor of the motion show of hands. All opposed  
44 like sign. Show the motion carries unanimously.

45 Moving on, Mr. Chairman.

46 BRETT SANDERS: Bid number 22-  
47 039 was the Dolly Cooper Park improvement. It was not  
48 only a shelter, ABA parking. As you know, we had the  
49 ABA kayak launch, the Blue Trail out there. And as I  
50 was talking earlier with someone, you know, we have

1 Green Pond, which I think Green Pond is in District 5.  
2 We have Dolly Cooper in District 6, along with the  
3 Saluda, which all ties in together. And it's not a  
4 district thing. This is an extension of Anderson  
5 County as a whole. It's a destination point. I would  
6 like to also say that I am excited for Anderson County  
7 on this project. I'm excited for Councilman Davis. I  
8 know he's put a lot of work in and worked hand-in-hand  
9 with Representative West Cox on securing funding for  
10 this. Mr. Burns and I talked to Mr. Cox prior to the  
11 meeting and the State Delegation has pledged over five  
12 hundred thousand. The rest will be coming in in the  
13 form of grants and some from the county ATAX fund. And  
14 it was a total of six hundred ten thousand nine hundred  
15 and twenty dollars. And this comes before council as a  
16 recommendation from the Finance Committee unanimously.  
17 And again, I'd just like to thank Councilman Davis for  
18 his ability to work at the state level, that the state  
19 is going to put out grants. I'm glad to see that money  
20 is being spent in Anderson County and not in Charleston  
21 or Myrtle Beach.

22 TOMMY DUNN: Thank you, Mr.  
23 Sanders. Coming from the Finance Committee it doesn't  
24 need a second. Any discussion?

25 JIMMY DAVIS: Mr. Chair.

26 TOMMY DUNN: Mr. Davis. Mr.  
27 Jimmy Davis.

28 JIMMY DAVIS: I don't think  
29 my microphone is working too good. But I do want to  
30 thank the Finance Committee, once again, for their  
31 support on this. I do want to bring up that we have  
32 had one large private donor already invest in the Dolly  
33 Cooper Park and we're looking for more to -- for  
34 organizations that want to instill value and quality of  
35 life into their communities. And that one donor was  
36 New Spring Church. And we were really excited for them  
37 to come aboard with us. We actually let them pick and  
38 choose how they wanted their money spent. But with the  
39 exception of Ms. Wilson, and none of us were on Council  
40 when that parcel of land was purchased from the  
41 Spearman family up there many, many years ago. And for  
42 many years it sat stagnant and kind of meandered along.  
43 But we had this resource up there.

44 So I'm excited to see some progress going. I'm  
45 excited to continue the efforts that Councilman Waters  
46 put into it. He started with a football field. And  
47 last year we had our first opening day in basement out  
48 there. And it was a great day. Every year that  
49 weather allows we have a Saluda River Rally where over  
50 three hundred, three hundred fifty people come out and



1 use the park to start their float either to Piedmont or  
2 on down to Pelzer. And Councilman Sanders came out  
3 last year. And our dream year is to make it a  
4 destination for Anderson County.

5 Our neighbors to the north -- our neighboring  
6 county to the north has made it clear they don't care  
7 anything about the river. But we do. And you know,  
8 during the warmer months it's just a wonderful,  
9 wonderful place to go and spend time with your family.  
10 We started last year with an ADA walking track. Duke  
11 Power helped us with the second kayak launch. So we've  
12 already seen families out there in the warmer months  
13 using the park more than ever. We have a great disk  
14 golf course out there, getting a lot of play. And soon  
15 we'll have the satellite fueling station for the  
16 Sheriff's Department in the park, along with a  
17 recycling center there. So the Sheriff's deputies in  
18 the northern part of the county will be able to fuel  
19 with the same discounted rate of fuel and stay on the  
20 beat longer in the northern part of the county.

21 So there's a lot of exciting things going on at  
22 Dolly Cooper. And I'm excited about this opportunity.  
23 And I thank you all for your support.

24 TOMMY DUNN: Thank you,  
25 Councilman Davis. Anyone else? All in favor of the  
26 motion show of hands. All opposed like sign. Show the  
27 motion carries unanimously.

28 Mr. Sanders, Mr. Chairman.

29 BRETT SANDERS: Yes, sir. We  
30 also had three grants that we discussed, the SCEMD  
31 generator for the Civic Center, which falls under --  
32 most people don't know but FEMA requires you to have a  
33 hazard plan. And our Civic Center fits that bill, and  
34 I think I've heard today that it was one of the largest  
35 that we have in the state. Without the generator and  
36 the problems arise, it costs the county over a hundred  
37 thousand dollars per occurrence. This generator will  
38 be seventy-five twenty-five percent. Let's see here.  
39 Yep, seventy-five twenty-five percent. And like I said  
40 earlier, it is required by FEMA. And we voted  
41 unanimously to bring this before council to allow our  
42 administrator to work on the grant in his department.

43 TOMMY DUNN: Thank you, Mr.  
44 Sanders. Anyone else? Do we have -- coming from the  
45 Finance Committee, it doesn't need a second. Are there  
46 any discussion?

47 BRETT SANDERS: Right now the  
48 generator does not work. And we did also address for  
49 anyone that wasn't able to make the meeting, any of the  
50 cleanup and things like that is all included in with

1 this budget because I know there may be some maybe  
2 possible hazardous stuff in there, as well. So it will  
3 help us stay in compliance with FEMA and like I said,  
4 this comes as a seventy-five twenty-five grant.

5 Thank you, sir.

6 TOMMY DUNN: Thank you.  
7 Anyone else? All in favor of the motion show of hands.  
8 All opposed like sign. Show the motion carries  
9 unanimously.

10 Mr. Chairman.

11 BRETT SANDERS: Yes, sir. We  
12 also had a JAG grant that we discussed today for a  
13 Mental Health and Veterans Court. I think Judge Maddox  
14 will be the one overseeing that. And this comes in  
15 with the CJCC. I know Casey Collins is no longer with  
16 us. I think Ms. Skeen (phonics) has taken over that.  
17 There is a lot of work and a lot of efforts and man  
18 hours involved. And what they do there, it'll help get  
19 the people the right help that they need. It'll help  
20 with some of the crowding instead of just locking them  
21 up and throwing them in jail. It'll help them get the  
22 help they need. Also, helps reduce the recidivism  
23 rate. I know our CJCC Anderson County is the second  
24 county to actually implement it. Charleston was first.  
25 And I encourage everyone to just Google it and read  
26 about what Charleston has done and their -- the help  
27 and support they've been able to give their citizens.  
28 And I think Anderson County is on the right track with  
29 that to not only meet but exceed Charleston.

30 And this was allowed -- we voted to allow our  
31 administrator and his staff to pursue this grant. And  
32 it comes before Council as unanimous from the Finance  
33 Committee, sir.

34 TOMMY DUNN: Coming from the  
35 Finance Committee, it doesn't need a second. Any  
36 discussion? I just want to thank Ms. Collins. I think  
37 she started looking into this, her thing. I want to  
38 thank the Administrator for this because this is  
39 something that's greatly needed and will help our  
40 citizens of Anderson County in more ways than one and  
41 it'll pay off. And there needs to be more done with  
42 mental health awareness and to do something for them,  
43 besides, as Mr. Sanders says, throwing them in jail and  
44 throwing away the key.

45 CINDY WILSON: Ms. Chairman,  
46 may I?

47 TOMMY DUNN: Ms. Wilson.

48 CINDY WILSON: One idea that  
49 we would love to explore further in connection to this  
50 is there's been a plan out for the Patrick B. Harris

1 Institution.  
2 TOMMY DUNN: Yes, ma'am.  
3 CINDY WILSON: They have a lot  
4 of acreage. They have I think a wing not being used.  
5 And wouldn't it be more efficient and maybe successful  
6 if that area could be prepared for the mental health  
7 and the addicted people who keep coming back into the  
8 prison. Get them out in the fresh air. Make them do a  
9 little work. And get used to being clean and free.  
10 TOMMY DUNN: Yes, ma'am.  
11 CINDY WILSON: I think there's  
12 a lot of opportunity for this community to make that  
13 possible and cut down on recidivism because when you're  
14 sitting in four walls and idle hands, it's not healthy.  
15 I hope we can come up with some ways to make those  
16 connections.  
17 TOMMY DUNN: Yes, ma'am. I  
18 think we can. Yes, ma'am. I agree wholeheartedly.  
19 Anyone else? All in favor of the motion show of hands.  
20 All opposed like sign. Show the motion carries  
21 unanimously.  
22 Mr. Chairman.  
23 BRETT SANDERS: Yes, sir. As  
24 we discussed the Landmark Conservation Fund earlier and  
25 have already voted on that.  
26 The next thing was some transfers. And with the  
27 chairman's permission, I'll just go over them as a  
28 combined deal, if that suits you.  
29 TOMMY DUNN: I mean, is that  
30 -- any council member have a problem on that? Fine?  
31 That's good. Okay. I looked over them.  
32 BRETT SANDERS: Basically, and  
33 I'll hit on all of them at one. There's Ms. Davis, as  
34 well, if we have any further questions. But there was  
35 some transfers for the Sheriff's Office. I know they  
36 have a contractual matter on a copy machine. They're  
37 doing a lot of copies and what was happening, this  
38 money was on a new maintenance agreement, so it's  
39 actually going to the initial outlays there, but it's  
40 going to pay for itself in the printer cartridges  
41 they're already using now. There was also an increase  
42 in the Skip-J Firing Range and the prices for them to  
43 go out there. Also, there was some cameras for the  
44 Sheriff's Office for some of the areas. I know you  
45 mentioned earlier maybe some cameras for littering.  
46 Also we had -- Public Works had some overtime stuff  
47 transferred over and that was on the QRVs, getting the  
48 QRVs ready, getting them purchased, getting them  
49 wrapped and other things of that nature, getting them  
50 equipped and staffed. So I would like to thank them

1 for their efforts in getting that expedited.  
2 And that was pretty much all the transfers unless  
3 Ms. Wilson -- I mean Ms. Davis has something that she  
4 would like to add, that was pretty much it in a  
5 nutshell.  
6 TOMMY DUNN: Okay.  
7 RITA DAVIS: (Inaudible.)  
8 BRETT SANDERS: Okay. So with  
9 those, I'd like to put that in the form of a motion and  
10 it did come before the Finance Committee as unanimous.  
11 TOMMY DUNN: Again, coming  
12 from the Finance Committee, it doesn't need a second.  
13 Any discussion? I just want to point out, these  
14 transfers, they're in the budget. It's in the budget,  
15 it's just moving one line item to another line item but  
16 still everybody is still well within their budget?  
17 BRETT SANDERS: Right. I'm  
18 sorry. I should have explained. I apologize.  
19 TOMMY DUNN: I just want to  
20 make sure about that.  
21 BRETT SANDERS: I assume  
22 everyone knows.  
23 TOMMY DUNN: Anybody else?  
24 All in favor of the motion show of hands. All opposed  
25 like sign. Show the motion carries unanimously.  
26 Mr. Chairman.  
27 BRETT SANDERS: That pretty  
28 much sums it up for the Finance Committee. I'll be  
29 reaching out -- I know we've got the budget coming up  
30 and some other things there. I have one other thing  
31 that is -- we also had an executive session and we made  
32 a motion, a unanimous from the Finance Committee, to  
33 authorize our Administrator and his department to  
34 negotiate a sale agreement for a tract of property that  
35 is and will be very beneficial to the county. Once we  
36 allow this as it pursues -- I don't want to name the  
37 property and get into some bidding war or someone step  
38 in. But I think it will be great. And I look forward  
39 to expressing that. We may get it; we may not. But  
40 it's just to allow our Administrator to negotiate on  
41 our behalf, sir.  
42 TOMMY DUNN: We have a  
43 motion. Coming from the Finance Committee it doesn't  
44 need a second. Any discussion? I just want to say if  
45 this does come -- move forward to purchase this piece  
46 of property, it'll come before County Council to vote  
47 on. The price will be public and the land acquisition  
48 will be public. We've got to do negotiations to keep  
49 from somebody else finding out the county wants this  
50 and goes in there and jacks the price up. Just

1 business.

2 BRETT SANDERS: And Mr. Harmon,  
3 I did see your face when I said that sums it up. You  
4 thought I forgot. I was like up-oh.

5 TOMMY DUNN: Anybody have  
6 anything else?

7 BRETT SANDERS: But that ends  
8 it for the Finance Committee.

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

12 We're going to move on now to item number 13,  
13 Administrator's report.

14 BRETT SANDERS: Nothing at this  
15 time, Mr. Chairman.

16 TOMMY DUNN: Okay. We're  
17 going to go to item number 14, citizens comments. When  
18 Mr. Harmon calls your name, please state your name and  
19 district for the record, address the chair. You've got  
20 three minutes.

21 LEON HARMON: Mr. Chairman,  
22 first entry on the sheet is Delta Sigma Theta Sorority.  
23 I don't think a name is associated with that one.

24 UNKNOWN FEMALE: Good evening,  
25 Mr. Chair, Vice Chair, and Council members. The  
26 Anderson Alumni Chapter of Delta Sigma Theta Sorority,  
27 Incorporated would like to thank you all for your  
28 service as elected officials. We are a private non-  
29 profit organization whose purpose is to provide  
30 services and assistance throughout the established  
31 programs in our local communities throughout the world.  
32 Since its founding there are more than three hundred  
33 and thirty thousand women who have joined the  
34 organization. The organization is listed as  
35 predominantly African American college-educated women.

36 The Anderson Alumni Chapter was chartered on May  
37 19, 1978 and has served Anderson, Oconee and Pickens  
38 Counties for over forty-three years. Some of the  
39 programs we have sponsored include feeding the homeless  
40 and the needy providing collegiate scholarships holding  
41 over registration drives and hosting educational forums  
42 that deal with the issues of human trafficking, health  
43 awareness and domestic violence.

44 Delta Sigma Theta Sorority, Incorporated is also a  
45 non-partisan entity who does not endorse candidates for  
46 election. We would like to take the opportunity to  
47 highlight just a few issues that we hope you will make  
48 your priority on -- during this legislative session.

49 Voter rights. In the past South Carolina has  
50 recently enacted new voting restrictions. We hope you

1 understand the importance of educating the community on  
 2 the new laws of who are the most impacted so elderly  
 3 and minorities are not discouraged from voting.

4 Racial profiling by law enforcement. The profound  
 5 racial disparities and arrests and convictions in South  
 6 Carolina -- I'm sorry -- South Carolina, a synonym of  
 7 the county's many generations of social and economic  
 8 discrimination based on race. We hope you are talking  
 9 to your constituents of color about these experiences  
 10 with law enforcement, supporting legislation that will  
 11 hold police officers accountable.

12 Domestic violence. South Carolina has been ranked  
 13 as one of the most worst in the nation for deadly  
 14 violence against women for numerous years. We hope you  
 15 are supporting legislation that is specifically  
 16 combating this statewide issue.

17 Education. Unfortunately it is common knowledge  
 18 that South Carolina rural schools have not received  
 19 adequate resources to educate their students. It is  
 20 our hope that you will diligently be working on  
 21 solutions to the problem in helping every child in the  
 22 city getting an adequate education.

23 Healthcare. In South Carolina African American  
 24 babies are twice as likely to die before their first  
 25 birthday compared to white babies. African American  
 26 women are more likely to die from breast cancer and  
 27 cervical cancer than white women. We hope you are  
 28 doing everything you can to support affordable  
 29 healthcare for all citizens, including those who live  
 30 in places where hospitals are not easily accessible.

31 These are a few of the issues that we're hoping  
 32 will take precedence in this long list of community  
 33 concerns that we know you have.

34 If you would like to help -- if you would like for  
 35 us to help you in organizing community events,  
 36 spreading the word about local programs or just more  
 37 information, please do not hesitate to email us or  
 38 contact us. [aacestssocialaction@gmail.com](mailto:aacestssocialaction@gmail.com).

39 Sincerely, Amber Lane and Alesia Smith, Social  
 40 Action Chairs. Thank you for your time.

41 TOMMY DUNN: Thank you.

42 Next, Mr. Harmon.

43 LEON HARMON: Mr. Chairman,  
 44 next speaker is Robert McCurry.

45 ROBERT MCCURRY: (Inaudible.)

46 TOMMY DUNN: Next Mr.

47 Harmon.

48 LEON HARMON: No one else is  
 49 signed up, Mr. Chairman.

50 TOMMY DUNN: Okay.

1 Moving on now to remarks from council members. Ms.  
2 Wilson.

3 CINDY WILSON: Thank you, Mr.  
4 Chairman. We will not have our Planning and Public  
5 Works Committee meeting on Friday and hope to  
6 reschedule for the following Friday if Mr. Davis and  
7 Mr. Sanders will look at your ---

8 JIMMY DAVIS: I'll be out of  
9 town the following Friday.

10 CINDY WILSON: Okay. Well,  
11 y'all figure out when you might have a convenient time  
12 and we'll get Ms. Hunter and everybody. There were a  
13 few things we left hanging. Be good to have it all  
14 done before the next meeting.

15 I also wanted to have a head count for the  
16 celebration for Dr. Reid's life. I hope all of you can  
17 come. It sounds like over two hundred people, on a  
18 very short notice, have committed. Dr. Reid did a lot  
19 to upgrade the economic development of agriculture in  
20 our county and helping young folks. Just an incredible  
21 man. But if y'all could let me know, we'd love for  
22 everybody to come. I mean, he was the only vet working  
23 24/7 in this upstate area on cattle and horses and  
24 large animals for, I know, thirty years. It about put  
25 him into an early grave. He was very good. Way ahead  
26 of the cutting edge on medical procedures. He saved a  
27 lot of animals and educated a lot of us farmers. He  
28 was very good.

29 TOMMY DUNN: Thank you, Ms.  
30 Wilson. Appreciate it. Everybody try to let Ms.  
31 Wilson know. It's very important about the head count.  
32 Councilman Wright.

33 JOHN WRIGHT: Thank you, Mr.  
34 Chairman. Just real quick I want to say it's exciting  
35 to sit here and hear about the investments that we're  
36 making into the Civic Center and Dolly Cooper. You  
37 know, I think one of the things that for a long time  
38 I've wanted to see if recreational and more things to  
39 do in Anderson County. And it's really neat to see a  
40 council working together to prioritize those things.  
41 The evolution of Green Pond. You know, the Bassmaster  
42 Classic is going to be out there this weekend. You  
43 can't dispute the fact that these things bring dollars  
44 into our community. And it's exactly what Mr. Sanders  
45 said, it's an investment. And we get a return on that  
46 investment. A lot of exciting things happening in  
47 Anderson County. Happy to be a part of it.

48 TOMMY DUNN: Thank you, Mr.  
49 Wright. Mr. Graham.

50 RAY GRAHAM: Thank you, Mr.

1 Chairman. Just a couple of things. Just so Council  
2 members will know, tomorrow we get these franchise  
3 applications out to the previous providers and also to  
4 the -- I think there's two, possibly three other ones  
5 to ensure that they get these applications and get them  
6 back and we kind of get the ball rolling on that.

7 As far as one other thing, just wanted to thank  
8 Rusty and his staff, especially folks out at the Civic  
9 Center, Celebrate Anderson. I might be missing someone  
10 that helped put together the Fire Chiefs Spring  
11 Training that's going to be held this weekend out at  
12 Anderson Civic Center. I know we've got a lot going on  
13 with Bassmasters and everything. But county folks  
14 really stepped up. Alan Sims, the City Administrator  
15 for Belton, he ---

16 TOMMY DUNN: Long time fire  
17 chief.

18 RAY GRAHAM: Yeah, previous  
19 fire chief for the city. Anyway, he was very  
20 instrumental in getting this group back to Anderson  
21 County. I think it's huge. It's a little over a  
22 hundred fire chiefs, plus their spouses, that will be  
23 in town this weekend. So it brings a lot of value back  
24 to the county. And hopefully we'll be able to host  
25 this again. But definitely wanted to thank everybody  
26 that was involved in that.

27 Also, one other thing. Ladies, thank you so much  
28 for your presentation. If you could maybe let Rusty  
29 get someone's contact name. CJCC is basically -- and  
30 we've talked about it several times tonight, about some  
31 things we've got going on. But it's basically the  
32 Criminal Justice Program. And the purpose of it is to  
33 keep people from going back to jail, whether it's  
34 through education, whether it's through mental health  
35 awareness treatment, drug treatment. I mean it just  
36 goes on and on. And you guys, y'all are educated,  
37 y'all realize what some of our young folks are facing.  
38 I would definitely encourage possibly some of you guys  
39 getting involved in that group. It's a volunteer  
40 group. But I mean we can see that you get a seat at  
41 the table on some of the committees. And I tell you,  
42 it's a great program. Mr. Sanders had mentioned  
43 earlier about, you know, googling and looking what  
44 Charleston has done. I would encourage you to do that.  
45 But it is a great program. It's a lot of value back as  
46 far as basically keeping that repeat offender back. It  
47 truly addresses the issue and corrects the problem,  
48 versus turning a blind eye, what we've done for so many  
49 years. I mean I think you guys could be a true value  
50 with that.



1 Mr. Burns, if we could maybe get some contacts and  
2 see if could possibly get them on some of those  
3 committees.

4 But thank you so much for y'all's input tonight, as  
5 well. Thank you, Mr. Chairman.

6 TOMMY DUNN: Thank you. And  
7 I just want to piggyback right quick on that. This is  
8 a citizen driven organization with staff to help, but  
9 it is for citizens to help out on this thing.

10 Moving on down the line, Councilman Glenn Davis.

11 GLENN DAVIS: Thank you, Mr.  
12 Chairman. I'd like to piggyback on that. Thank you,  
13 ladies of Delta Sigma Theta for coming out and  
14 expressing what they do. We appreciate it.

15 Also, if you're not doing anything this Saturday,  
16 again, we will be holding a cleanup in District 2.  
17 We're meeting at the Anderson University baseball park.  
18 Thank you, Mr. Chairman.

19 TOMMY DUNN: Thank you, Mr.  
20 Davis. Moving on, Brett Sanders. Mr. Sanders.

21 BRETT SANDERS: Thank you, Mr.  
22 Chairman. I appreciate the ladies, as well, coming out  
23 and speaking tonight. I'm going to be brief. I just  
24 wanted to congratulate Mr. Seth Ridley. He has taken a  
25 job as Administrator in Pacolet. And when I came on  
26 council, he is a -- has been a tremendous help and  
27 helped me and guided me. And I know that he's done a  
28 lot of great things for everyone else up here and for  
29 Anderson County. And I just want to tell you, I wish  
30 you the best. And if I can ever do anything from this  
31 side in Anderson, let us know. Thank you, Seth.

32 TOMMY DUNN: Thank you.  
33 Mr. Jimmy Davis.

34 JIMMY DAVIS: Thank you, Mr.  
35 Chair. Real quick shout out to Kelly Jo Barnwell,  
36 Senior Solutions. We've launched a new senior program  
37 in Piedmont here recently and Anderson County was a  
38 proud sponsor of that. It's the first new one I think  
39 she's launched in a while. But we've got some  
40 energetic seniors in Piedmont and they now have a place  
41 to gather and activities to do every month. So just a  
42 great shout out to Kelly Jo. I mean, she and her  
43 family have meant so much. Her mother helped start  
44 this program. And they just do a great job at Senior  
45 Solutions. Senior Actions, whatever you want to call  
46 it.

47 Also want to say, you know, we're very proud and  
48 worked a lot of Matt Hogan in Roads and Bridges in the  
49 last couple of weeks. And they have done a phenomenal  
50 job up in District 6 getting not just little problems

1 solved but people's, you know, -- big problems to a lot  
2 of people that things have affected their lives. I  
3 just want to say a special thanks to that department.

4 On the Violins of Hope, I think this is an  
5 admirable thing for Anderson County to look at. You  
6 know, it was a touching video. And someone who holds  
7 the Jewish culture close to heart, maybe we could look  
8 at this down the road with some type of ATAX or HTAX or  
9 whatever kind of money that we could help them out. I  
10 think it would be a great thing for Anderson County to  
11 host. And to have that type of event.

12 You know, we talked a lot of about recreation  
13 tonight. But one of our goals as Council is to improve  
14 and offer ways to have Anderson County residents a  
15 great quality of life. And I'm very -- I feel very  
16 promising about the steps we've taken so far and the  
17 steps that are ahead of us to give -- have activities  
18 not just for Anderson County residents but for the  
19 future residents of Anderson County. We're  
20 experiencing tremendous growth. We were voted one of  
21 the best places in the nation to live. And I just feel  
22 so great about the opportunities we have in front of  
23 us.

24 And once again, Mr. Ridley, congratulations. We'll  
25 miss you, but we're always here for you. Thank you.

26 TOMMY DUNN: Thank you.

27 I just want to -- Mr. Burns, if you would just a  
28 quick minute or two on what happened at the Civic  
29 Center last Saturday as far as the fishing at the pond  
30 out there with the kids.

31 BRETT SANDERS: That is part of  
32 the Bassmaster Classic. We had a fishing rodeo at  
33 Chris Taylor Park. We had over a hundred children  
34 fishing. We had the families. We probably had five or  
35 six hundred people out there. We had prizes.  
36 Everybody got a prize. People got rods and reels and a  
37 whole lot of free things. We had a lot of fun. We  
38 appreciate the volunteers and Bassmaster who put that  
39 on.

40 At the same time while that was going on, we had  
41 the State Wrestling Tournament, which always puts more  
42 people in hotel rooms and Airbnb's than any other night  
43 of the year in Anderson County. And we had that packed  
44 like it's never been packed. So we had fishing over  
45 here at the pond. We had the State Wrestling  
46 Championship over here. And for the first time, the  
47 Inaugural Anderson County Cricket Team playing up on  
48 the balloon launch field.

49 So the Civic Center was hopping this weekend. And  
50 on, I think, March 24th, the Anderson County Cricket

1 Club will be playing the Greenville County Cricket  
2 Club. So if you've never watched that, it's well worth  
3 looking at. It's a lot of fun. So many more events  
4 coming up at the Civic Center. Lots of activity there.

5 And also, Mr. Chairman, tomorrow is practice day at  
6 Bassmasters. As usual admission is free. They leave  
7 at first light. That's practice day. Media Day is  
8 Thursday. And the official kickoff begins Friday  
9 morning, first light, at seven. But there will be  
10 activities going on before that. It will go Friday,  
11 Saturday and Sunday. And we expect record-breaking  
12 crowds to attend that event. And a Ms. Wanda Johnson  
13 will be doing the National Anthem beginning on Friday.  
14 So we invite everybody to come out. It's absolutely  
15 free. There will be exhibits there. A lot of fun  
16 things to see. A lot of anglers to talk to. A lot of  
17 excitement. But you better get there at least by 6:00  
18 because it will be slammed.

19 TOMMY DUNN: Thank you, Mr.  
20 Burns, I just wanted you to highlight on that. And  
21 that's not counting all the other stuff that was going  
22 on at the Civic Center Saturday at the ballfields and  
23 stuff, people playing ball and stuff. The Civic Center  
24 is a happening place. As Mr. Burns has said several  
25 times, it's sort of our essential park of Anderson.  
26 It's good to see that going on, activities, as the  
27 weather warms up.

28 I want to also take this opportunity, Mr. Burns, to  
29 thank you and your staff for what all y'all are doing  
30 to get Bassmasters here and make them a thing. Because  
31 it is an economic engine and helped put Anderson on the  
32 map. I know -- I've talked to people that was at that  
33 tournament before that's come back and bought homes in  
34 Anderson.

35 Just Sunday morning, on my way out, it was 6:30 in  
36 the morning, there was three boats at a local store.  
37 Two of them was from Ontario, Canada. And one of them  
38 from Kentucky. So they're from all over putting it in  
39 and do an outstanding job. I want to thank your staff,  
40 all the hard work they'll put in, the hours they'll be  
41 doing this. Let them know Council appreciates it.

42 Seth, can't believe you're still here. Appreciate  
43 all you've done for the county and for me. We've been  
44 very fortunate to have you as a person with your  
45 background and your education here. I know you're  
46 going to do us proud. And I know the sky is the limit  
47 for you and we wish you nothing but the best.

48 And I just want to thank everybody for what they're  
49 doing in working together and let's keep it up. We've  
50 got some things coming up and I know the Chairman will

1 be calling very shortly here. He's already started  
2 some stuff on the budget. Appreciate it.  
3 Meeting be adjourned.  
4

5 **MEETING ADJOURNED AT 7:41 P.M.**

State of South Carolina    )  
County of           Anderson    )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
MARCH 15, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: I'd like to  
2 call the regular Anderson County Council meeting of  
3 March 15th to order. I welcome each and every one of  
4 you here tonight. And thank y'all for coming out.  
5 We'll start off, first of all, if we could rise  
6 for invocation and pledge of allegiance. Mr. Glenn  
7 Davis.

8 GLENN DAVIS: Let us pray.  
9 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GLENN DAVIS**

10 TOMMY DUNN: At this time  
11 moving on to item number 3, approval of the minutes of  
12 the February 22nd meeting. Are there any corrections  
13 to be made to those? Seeing and hearing none, do we  
14 have a motion to move this forward?

15 RAY GRAHAM: So moved.

16 TOMMY DUNN: Motion Mr.  
17 Graham to move forward. Do we have a second?

18 GLENN DAVIS: Second.

19 TOMMY DUNN: Second Mr.

20 Glenn Davis. All in favor of the motion show of  
21 hands. All opposed like sign. Show the motion  
22 carries unanimously.

23 Show Ms. Wilson abstained from the February 22nd  
24 meeting, approval of those minutes.

25 Moving on to item number 4, citizens comments. As  
26 Mr. Harmon calls your name, please step forward and  
27 state your name and district for the record and  
28 address the chair, please. Keep items on the agenda  
29 items only at this time. You have three minutes. Mr.  
30 Harmon.

31 LEON HARMON: Mr. Chairman,  
32 no one is signed up to speak at this time.

33 TOMMY DUNN: Thank you,  
34 Mr. Harmon.

35 Moving on now to item number 5, proclamation and  
36 resolution 5(a), proclamation designating March 2022  
37 as American Red Cross Month in Anderson County.  
38 Council John Wright. Mr. Wright.

39 JOHN WRIGHT: Thank you,  
40 Mr. Chairman. This is a proclamation designating  
41 March 2022 as American Red Cross Month in Anderson  
42 County.

43 WHEREAS, in times of crisis, people in South  
44 Carolina come together to care for one another. The  
45 humanitarian spirit is part of the foundation of our  
46 community and is exemplified by American Red Cross  
47 volunteers and donors.

48 WHEREAS, In 1881, Clara Barton founded the  
49 American Red Cross, turning her steadfast dedication  
50 for helping others into a bold mission of preventing

1 and alleviating people's suffering. Today, more than  
2 140 years later, we honor the kindness and generosity  
3 of Red Cross volunteers here in Anderson County who  
4 continue to carry on Clara's lifesaving legacy. They  
5 join the millions of people across the United States  
6 who volunteer, give blood, donate financially, or  
7 learn vital life-preserving skills through the Red  
8 Cross.

9 WHEREAS, In Anderson County, the contributions of  
10 local Red Cross volunteers give hope to the most  
11 vulnerable in their darkest hours – whether it's  
12 providing emergency shelter, food and comfort for  
13 families devastated by local disasters like home  
14 fires; donating essential blood for accident and burn  
15 victims, heart surgery and organ transplant patients,  
16 and those receiving treatment for leukemia, cancer or  
17 sickle cell disease; supporting service members and  
18 veterans, along with their families and caregivers,  
19 through the unique challenges of military life;  
20 helping to save the lives of others with first aid,  
21 CPR and other skills; or delivering international  
22 humanitarian aid.

23 WHEREAS, Their work to prevent and alleviate human  
24 suffering is vital to strengthening our community's  
25 resilience. We dedicate this month of March to all  
26 those who continue to advance the noble legacy of  
27 American Red Cross founder Clara Barton, who lived by  
28 her words, "You must never think of anything  
29 except the need, and how to meet it." We ask others  
30 to join in this commitment to give back in our  
31 community.

32 NOW, THEREFORE, BE IT RESOLVED that Anderson  
33 County does hereby proclaim March 2022 as American Red  
34 Cross Month.

35 Proclaimed this 15th day of March, 2022.

36 Mr. Chairman, I'd like to put that in the form of  
37 a motion.

38 TOMMY DUNN: Have a motion  
39 by Mr. Wright. Do we have a second?

40 BRETT SANDERS: Second.

41 TOMMY DUNN: Second Ms.  
42 Wilson. Any discussion? All in favor of the motion  
43 show of hands. All opposed like sign. Show the  
44 motion carries unanimously.

45 There's no one from Red Cross here, are they, Mr.  
46 Burns? Okay.

47 Moving on to item number 5(b), Resolution R2022-  
48 013, a Resolution to recognize Anderson County PAWS  
49 for winning No Kill South Carolina Organization of the  
50 Year award; and other matters related thereto.

1 Councilman Sanders. Councilman Sanders.

2 BRETT SANDERS: Thank you,  
3 Mr. Chairman. This is a resolution, again, to  
4 recognize Anderson County PAWS for winning No Kill  
5 South Carolina Organization of the year award, and  
6 other matters related thereto.

7 WHEREAS, Anderson County PAWS compassionately  
8 cares for the animals entrusted to them,  
9 striving to protect the people of Anderson County and  
10 educate the community about animal health-related  
11 issues, working diligently to care for the animals and  
12 find them homes by adoption, by placing into rescues,  
13 and by returning them to their owners; and

14 WHEREAS, No Kill South Carolina Organization of  
15 the Year Award is given to the animal welfare  
16 organization that has excelled in implementing and/or  
17 maintaining NKSC lifesaving and humane strategies  
18 during the year; and

19 WHEREAS, Anderson County PAWS has been awarded the  
20 2021 No Kill South Carolina Organization of the Year  
21 in recognition of its tireless efforts to save  
22 animals' lives throughout South Carolina. Dr. Kim  
23 Sanders, Veterinarian and Director of PAWS, led her  
24 extraordinary team to save the lives of more dogs and  
25 cats than ever before and mentored shelters in Upstate  
26 South Carolina and beyond. Anderson County PAWS has  
27 worked side by side with NKSC in changing the reality  
28 of animal welfare in South Carolina.

29 THEREFORE BE IT RESOLVED that the Anderson County  
30 Council, in a meeting duly assembled this 15th day of  
31 March, 2022, does hereby recognize the staff and  
32 volunteers at Anderson County PAWS for their work in  
33 making PAWS the best animal shelter in South Carolina,  
34 setting the standard for excellent work in animal  
35 welfare statewide, regionally, and beyond.

36 Mr. Chairman, I put that in the form of a motion.

37 JIMMY DAVIS: I'll second  
38 that.

39 TOMMY DUNN: I have a  
40 motion. I think all council members would like to  
41 second that. Any discussion?

42 JIMMY DAVIS: Mr. Chair.

43 TOMMY DUNN: Mr. Davis.

44 JIMMY DAVIS: If I may, I  
45 just want to say a word of appreciation first to all  
46 of you, the staff at PAWS, especially in the  
47 leadership under Dr. Sanders and Deputy Administrator  
48 Holt Hopkins and the rest of the staff and our  
49 Administrator and everyone that's involved.

50 I'm an animal lover. I have four rescues of my



1 own. And I know what it means to have a heart for  
2 animals. And I'm thankful for all of you who make  
3 Anderson County a better place because of your hard  
4 work. And once again, Anderson County is showing the  
5 rest of the state how to do it right and beyond a lot  
6 of times. I'm thankful for all of you and  
7 congratulations. Thank you, Mr. Chair.

8 TOMMY DUNN: Thank you.  
9 Anyone else. I'd just like to say I know when I first  
10 got on council how the Animal Shelter was and I know  
11 what it is today. It has come leaps and bounds. Not  
12 only in real life but also in perception of the  
13 citizens of Anderson County. And I can't thank y'all  
14 enough for what y'all do. I know sometimes it's like  
15 a thankless job. But y'all have done a tremendous  
16 job, not only for the animals but for the citizens of  
17 Anderson County. It shows in the donations and people  
18 putting forth and helping out with the dog park. But  
19 y'all are what makes it possible down there, the  
20 staff. I really want to thank y'all and appreciate  
21 what all y'all do in making a difference every day.  
22 When you go down there, it's just a whole different  
23 thing now. And really and truly, y'all are just doing  
24 wonderful work. Appreciate it and thank y'all very,  
25 very much. Just want y'all to keep up the good work.  
26 Anyone else? All in favor of the motion show of  
27 hands. All opposed like sign. Show the motion  
28 carries unanimously.  
29 Mr. Burns.

30 **PRESENTATION OF PROCLAMATION**  
31 **APPLAUSE**

32 TOMMY DUNN: Dr. Sanders,  
33 do you want to introduce her and let her say a few  
34 words?

35 DR. SANDERS: I will. This  
36 is Abigail Appleton, the Director of No Kill South  
37 Carolina, which is an entity of Charleston Animal  
38 Society.

39 ABIGAIL APPLETON: Yeah. Thank  
40 you for having us. A big thank you to Anderson County  
41 and Anderson County PAWS. As she said, I run the No  
42 Kill South Carolina initiative at the Charleston  
43 Animal Society. No Kill South Carolina is actually on  
44 track to eliminate euthanasia of healthy and treatable  
45 pets by 2024. We're building no kill communities.  
46 Typically that means less than ten percent of the  
47 animals that enter an open admission shelter are  
48 euthanized. Here at Anderson County, you've been a no  
49 kill community for five years now. We're building  
50 this statewide. We're going to issue the statewide no

1 kill status by -- we're building a network of support.  
2 Shelters sharing leading practices, knowledge, medical  
3 care and even kennel space when necessary to help each  
4 other out and eliminate the need for euthanasia.

5 So Anderson County PAWS, from providing emergency  
6 care for hoarding cases in Laurens County, including  
7 the largest in South Carolina history last year. And  
8 just last month in Oconee County, as well. Hosting  
9 other shelters in rescue so that they have the  
10 opportunity to show their adoptable pets during our  
11 Pick Me SC Adoption Event. That's actually the  
12 largest statewide dog and cat adoption event in South  
13 Carolina -- or excuse me, in the nation always being  
14 the first to step up and offer help to any  
15 organization that needs it.

16 Dr. Sanders and everyone on the PAWS team, Sheriff  
17 McBride, Anderson County Animal Control, Mr. Hopkins  
18 and the rest of the leadership here in Anderson County  
19 truly embody the progressive and collaborative spirit  
20 of No Kill South Carolina.

21 So for all these reasons, No Kill South Carolina  
22 is proud to present our 2021 No Kill South Carolina  
23 Organization of the Year to Anderson County PAWS.

24 **APPLAUSE**

25 TOMMY DUNN: Thank y'all  
26 very much.

27 CINDY WILSON: Mr. Chairman,  
28 may I?

29 TOMMY DUNN: Yes, ma'am.  
30 Go ahead.

31 CINDY WILSON: In addition  
32 to the wonderful job that these great people have  
33 done, our Council instituted a funding for the low  
34 cost humane spay and neuter program I think about  
35 eight years ago. And that's been another wonderful  
36 thing that's gone a long ways toward reducing the  
37 number of unwanted and un-cared-for animals. So it's  
38 great to have that program paired with what y'all have  
39 been doing. It's a sad thing to see a pitiful animal  
40 on the side of the road. It really hurts. I haven't  
41 seen any in a long time. Thank you.

42 TOMMY DUNN: Thank y'all.  
43 Dr. Sanders, y'all are welcome to stay. If y'all want  
44 to leave, y'all can leave, too. I understand it's  
45 been a long day, I'm sure, for y'all. Y'all are  
46 welcome to stay or leave. Y'all are welcome any time.  
47 Okay. Thank y'all. Bye-bye.

48 We're going to move on now to item number 7(a),  
49 ordinance second readings. There was no 6, item third  
50 readings, there was none.

1 We're going to move on to item number 7(a), be  
2 2022-007, an Ordinance to amend an agreement for the  
3 development of a joint county industrial and business  
4 park (2010 Park) of Anderson and Greenville Counties  
5 so as to enlarge the park; and other matters related  
6 thereto. Be Project Leaf.

7 Before we go into a public hearing, I'm going to  
8 ask Mr. Nelson if he would like to say anything on  
9 this project. It's the third reading.

10 BURRISS NELSON: Yes, sir, Mr.  
11 Chairman and members of Council. Thank you. This is,  
12 as we have done many times, is actually a project in  
13 Greenville County. This allows this project access to  
14 state incentive opportunities. And we also have a  
15 reciprocal agreement with Greenville that they allow  
16 us -- our projects in the park, as well. And  
17 Greenville Council sends their appreciation and thanks  
18 for this consideration. Thank you.

19 TOMMY DUNN: Thank you.  
20 Now we're going into a public hearing. Anyone wishing  
21 to speak to this matter, please step forward and state  
22 your name and district for the record and address the  
23 chair, please. You've got three minutes. Anyone at  
24 all? Seeing and hearing none, the public hearing will  
25 be closed. Do we have a motion to move this forward?

26 CINDY WILSON: So moved.

27 BRETT SANDERS: So moved.

28 TOMMY DUNN: Motion Mr.

29 Sanders; second Ms. Wilson. Any discussion? All in  
30 favor of the motion show of hands. All opposed like  
31 sign. Show the motion carries unanimously.

32 We're going to move on to item number 8(a), 2022-  
33 009, an Ordinance to provide for the creation of the  
34 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 Do we have a motion to put this on the floor?

41 CINDY WILSON: So moved.

42 TOMMY DUNN: Motion Ms.

43 Wilson. Do we have a second?

44 GLENN DAVIS: Second.

45 TOMMY DUNN: Second. Any

46 discussion? What this does, this road was built not  
47 to county standards. The folks have petitioned that  
48 lives in that area to bring this up to county  
49 standards. They have to have a certain percentage --  
50 I believe it's seventy-five percent -- of the property

1 owners has to sign that petition to get into it. Then  
2 they float a bond for the county to oversee the work  
3 to bring it into county standards. And this will be  
4 added onto their tax bill for a certain period of time  
5 to get that to happen.

6 Are there any more discussion? Seeing and hearing  
7 none, all in favor of the motion show of hands. All  
8 opposed like sign. Show the motion carries  
9 unanimously.

10 We're going to move on to 8(b), 2022-010, an  
11 Ordinance authorizing, pursuant to Title 4 Chapter 1  
12 and 29 and Title 12, Chapter 44 of the Code of Laws of  
13 South Carolina, 1976, as amended, the execution and  
14 delivery of a fee agreement between Anderson County,  
15 South Carolina and [to be inserted before third  
16 reading] and [to be inserted before third reading] in  
17 connection with a new facility in Anderson County (The  
18 "Project"); the provision by the County of certain  
19 other support of the project; and other matters  
20 related thereto. This is Project Lifeboat.

21 Mr. Nelson, do you have anything you want to add  
22 to this?

23 BURRISS NELSON: Yes, sir, Mr.  
24 Chairman and members of Council. Thank you. This may  
25 be one of the most exciting project opportunities this  
26 county has ever had. In my memory I don't believe  
27 we've ever been able to announce a project with an  
28 average wage of over forty dollar an hour. And this  
29 is fifty jobs.

30 TOMMY DUNN: Mr. Nelson, I  
31 just want to cut you -- that's saying a lot for what  
32 all you and your team has done for Anderson County in  
33 the last few years, that is saying a lot.

34 BURRISS NELSON: Well, Mr.  
35 Chairman, I appreciate that. But without the support  
36 of Council and the reputation this county has grown  
37 to, based on Council support and being pro-business,  
38 we wouldn't get these opportunities. So I thank you.  
39 You make my job very easy, as well as the support I  
40 get from the Administrator and other members of county  
41 government. Every department works really hard to  
42 make these projects work. And I appreciate all of us  
43 and how we put this together. But anyhow, thank you.

44 This project is a twenty million dollar capital  
45 investment. Fifty jobs. And actually there are more  
46 than that. But fifty jobs with an average pay of  
47 forty-two dollars and twenty-three cents an hour.  
48 That's a new average annual payroll of 4.2 million.  
49 This is a six percent fee agreement with an average  
50 SSRC of eighty percent over the next twenty-five

1 years. And this year the property tax paid on this  
2 property that they're going to paid sixteen dollars  
3 and sixty-three cents. Next year the property tax --  
4 or when the building is completed and placed in  
5 service will pay in the first year fourteen thousand  
6 five hundred dollars. Over thirty years it's  
7 projected to be 3.5 million in property tax. The  
8 community impact for years one through five, seventeen  
9 million dollars. Thirty year community impact a  
10 hundred and seventy-eight million.

11 This is a U.S. company, family owned. This will  
12 be a new research and development operation of a state  
13 of the art facility for the fifty jobs that are being  
14 created. This is in the north end of the county on I-  
15 85 where they're going to locate. This is a company  
16 that is headquartered west of the Mississippi River.  
17 Total of more than fifteen thousand jobs across the  
18 United States and has over nine hundred retail  
19 facilities, as well as this research and development  
20 operation that they're bringing here.

21 This is a proposed incentive offer. It's a fee in  
22 lieu of tax. It's a thirty year agreement. With a  
23 total impact over thirty years of a hundred and  
24 seventy-eight million. And this comes to Council with  
25 a recommendation from staff, as well as the Economic  
26 Development Advisory Board. Thank you.

27 TOMMY DUNN: Do we have a  
28 motion to put this on the floor?

29 BRETT SANDERS: So moved.

30 TOMMY DUNN: Motion Mr.

31 Sanders; second Ms. Wilson. Any discussion or  
32 comments for Mr. Nelson? Seeing and hearing none, all  
33 in favor of the motion show of hands. All opposed  
34 like sign. Show the motion carries unanimously.

35 We're going to move on to item number 8(c),  
36 2022-011, an Ordinance authorizing the execution and  
37 delivery of a fee in lieu of tax agreement by and  
38 between Anderson County, South Carolina and a company  
39 or companies known to the County at this time as  
40 Project Yell with respect to certain economic  
41 development property in the County, whereby such  
42 property will be subject to certain payments in lieu  
43 of taxes including the provision of certain special  
44 source credits; and other matters related thereto.  
45 Again, Project Yell.

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

47 CINDY WILSON: So moved.

48 TOMMY DUNN: Motion Ms.

49 Wilson. Do we have a second?

50 JOHN WRIGHT: Second.

1 TOMMY DUNN: Second by Mr.  
2 Wright. Open the floor up for Mr. Nelson.  
3 BURRISS NELSON: Thank you,  
4 Mr. Chairman, members of Council. This is another  
5 great project for a company that started in Anderson  
6 County approximately eight years ago. And this is  
7 their second growth expansion opportunity. Six  
8 million dollars in capital investment. Eighty jobs  
9 with an average pay of twenty-two dollars and sixty-  
10 four cents an hour. Adding 3.6 million dollars to an  
11 annual payroll to our economy. Property taxes on the  
12 property currently were paid at eleven thousand  
13 dollars. It's an existing manufacturing facility and  
14 property. And this is -- they paid seven thousand  
15 this past year and will be paying eleven thousand for  
16 the new project when it's placed in service. Thirty  
17 years projected taxes 1.4 million. First year  
18 community impact -- first five years community impact,  
19 thirty-three million dollars. And thirty year  
20 community impact, a total of a hundred and nineteen  
21 million.  
22 And this is a great family-owned company with a  
23 lot of potential for continued growth and development  
24 in our county. And this comes to Council as a  
25 recommendation from staff, as well as from the  
26 Economic Development Advisory Board.  
27 TOMMY DUNN: Thank you,  
28 Mr. Nelson. Any more discussion? I'd just like to  
29 say this is a company that has really grewed in a  
30 short period of time and this is very local people in  
31 Anderson County and has done very well. Glad to see  
32 it and happy for them.  
33 Any more discussion? All in favor of the motion  
34 show of hands. All opposed like sign. Show the  
35 motion carries unanimously.  
36 We're going to move on now to item number 9(a),  
37 Resolutions, R2022-014, a Resolution to authorize the  
38 County Administrator to enter into an agreement for  
39 Engineering Services to provide a preliminary  
40 engineering report for location of a wastewater  
41 treatment facility within the Starr-Iva area of the  
42 County; and other matters related thereto.  
43 Do we have a motion to put this on the floor?  
44 CINDY WILSON: So moved.  
45 RAY GRAHAM: So moved.  
46 TOMMY DUNN: Motion Mr.  
47 Graham; second Ms. Wilson. Now discussion. Mr.  
48 Burns.  
49 RUSTY BURNS: Mr. Graham,  
50 would you like to address this?

1 TOMMY DUNN: Either one of  
2 y'all. I'm sorry.  
3 RAY GRAHAM: I can start  
4 it off. Basically the school district, along with  
5 some of the other business leaders in the community,  
6 has requested that we support basically the growth  
7 down in that area with some wastewater treatment  
8 facility to hopefully stir some growth in residential  
9 and other opportunities down in that area. But this  
10 is basically kind of the start of that to see if we  
11 can create that plan.  
12 TOMMY DUNN: Thank you,  
13 Mr. Graham. Mr. Burns, anything you want to add?  
14 RUSTY BURNS: We're  
15 approached almost on a regular basis with people  
16 wanting to build subdivisions and houses and  
17 industries in that area. And we've also, as Mr.  
18 Graham pointed out, been requested by the school  
19 district. This will take in a large part of that  
20 area. So we can be strategic when we place those  
21 sewer lines. And we're doing this in conjunction with  
22 Starr-Iva Water Company, the school district and all  
23 of the stakeholders in that area have bought into this  
24 project. So we think it's going to yield some great  
25 results for Anderson County.  
26 TOMMY DUNN: Thank you.  
27 Any more discussion?  
28 CINDY WILSON: May I?  
29 TOMMY DUNN: Ms. Wilson.  
30 CINDY WILSON: Will this  
31 mean that the current line that's a force main lift  
32 station for seventeen miles will be decommissioned?  
33 Or will it be part of the ---  
34 BURRISS NELSON: Part of. We  
35 won't be decommissioning anything. No, ma'am.  
36 CINDY WILSON: Thank you.  
37 TOMMY DUNN: Anyone else?  
38 Seeing and hearing none, all in favor of the motion  
39 show of hands. All opposed like sign. Show the  
40 motion carries unanimously.  
41 We're going to move on to item number 9(b),  
42 R2022-015, a Resolution to authorize the County  
43 Administrator to approve the selection of Goodwyn,  
44 Mills and Cawood, Inc., to provide engineering  
45 services for the capacity upgrade of the Pendleton  
46 Wastewater Treatment Facility; and other matters  
47 related thereto.  
48 Do we have a motion to put this on the floor?  
49 BRETT SANDERS: So moved.  
50 TOMMY DUNN: Motion Mr.

1 Sanders; second Ms. Wilson. Now discussion. Mr.  
2 Burns.

3 RUSTY BURNS: Mr. Chairman,  
4 as you know, we have been working with the town of  
5 Pendleton and the city of Clemson to do a joint  
6 wastewater treatment plant. We would not have to look  
7 for another location. Anderson County Council some  
8 years ago voted the money for us to build a treatment  
9 plant, but we have other people wanting to joint us in  
10 that, that will lessen the burden on us and really  
11 expand development opportunities in that area. And  
12 this is merely to allow us to name Goodwyn, Mills.  
13 Clemson has done the same thing, and Pendleton has  
14 done the same thing. So we will have one joint  
15 engineer to ramrod the whole operation.

16 TOMMY DUNN: Any more  
17 discussion?

18 BRETT SANDERS: I would like  
19 to add something.

20 TOMMY DUNN: Go ahead.

21 BRETT SANDERS: It's going to  
22 give us more capacity than if we done it on our own.  
23 And we don't have to find a new facility or property  
24 to buy. So I think it's going to be a great project  
25 partnering up with Clemson and Pendleton. And I'm  
26 looking forward to it. It's going to open up some  
27 more corridors up through there.

28 TOMMY DUNN: Thank you.  
29 This is -- this project has been in the works for a  
30 good while. And this will alleviate having to find a  
31 piece of property, as you said, Mr. Sanders, to put a  
32 facility on. They already have one that's been there  
33 for years. It's upgrading this one. It's going in  
34 with them two, Clemson and Pendleton, to help  
35 alleviate some of the cost. And this engineering firm  
36 has been doing a lot of -- all the leg work on this up  
37 till this time. Is that not correct, Mr. Burns?

38 RUSTY BURNS: Yes, sir.  
39 Absolutely.

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

44 We're going to move on to item number 9(c),  
45 R2022-016, a Resolution to authorize Anderson County  
46 to accept a Park and Recreation Development (PARD)  
47 grant award, that's a state grant, for recreational  
48 purposes award; and other matters related thereto.

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

50 BRETT SANDERS: So moved.



1 CINDY WILSON: Second.  
2 TOMMY DUNN: Motion Mr.  
3 Sanders; second Ms. Wilson. Now open for discussion.  
4 Mr. Burns.  
5 RUSTY BURNS: Mr. Chairman,  
6 we approached the Anderson County Legislative  
7 Delegation to become a partner with us on the  
8 redevelopment of KidVenture. Mr. Steve Newton  
9 approached the delegation. They granted us fifty  
10 thousand dollars to go into that project. Because we  
11 already have monies allocated to that project, we  
12 already have the match covered.  
13 TOMMY DUNN: Anyone else?  
14 All in favor of the motion show of hands. All opposed  
15 like sign. Show the motion carries unanimously.  
16 Moving on to item number 9(d), R2022-017, a  
17 Resolution authorizing the execution and delivery of a  
18 fee agreement between Anderson County, South Carolina  
19 and a project known to the County at this time as  
20 Project Lifeboat, to provide for certain fees in lieu  
21 of ad valorem taxes and special source revenue credits  
22 with respect to the establishment of an industrial  
23 facility in the county; and other matters related  
24 thereto.  
25 Do we have a motion to put this on the floor?  
26 BRETT SANDERS: So moved.  
27 CINDY WILSON: Second.  
28 TOMMY DUNN: Motion Mr.  
29 Sanders; second Ms. Wilson. This is just a formality  
30 to do what we done earlier. Do you have anything you  
31 want to add to that, Mr. Nelson?  
32 BURRISS NELSON: No, sir.  
33 You're correct. It's just a restatement of the  
34 original agreement.  
35 TOMMY DUNN: At this time  
36 are there any more discussion? All in favor of the  
37 motion show of hands. All opposed like sign. Show  
38 the motion carries unanimously.  
39 We're going to move on at this time, item number  
40 9(e), R2022-018, a Resolution authorizing the  
41 execution and delivery of an inducement agreement by  
42 and between Anderson County, South Carolina and  
43 Project Yell, whereby, under certain conditions,  
44 Anderson County will execute a fee in lieu of tax and  
45 special source credit agreement with respect to an  
46 industrial project in the County whereby the project  
47 would be subject to payment of certain fees in lieu of  
48 taxes, and whereby project/company will be provided  
49 certain credits against fee payments in reimbursement  
50 of investment in related qualified infrastructure; and

1 other matters related thereto.  
2 Do we have a motion to put this on the floor?  
3 CINDY WILSON: So moved.  
4 TOMMY DUNN: Motion Ms.  
5 Wilson. Do we have a second?  
6 GLENN DAVIS: Second.  
7 TOMMY DUNN: Second Mr.  
8 Glenn Davis. This is, again, a formality going along  
9 with what we talked about earlier. Do you have  
10 anything to add to that, Mr. Nelson?  
11 BURRISS NELSON: No, sir.  
12 It's exactly what you said.  
13 TOMMY DUNN: Any more  
14 discussion? All in favor of the motion show of hands.  
15 All opposed like sign. Show the motion carries  
16 unanimously.  
17 We're going to move on to 9(f), R2022-019, a  
18 Resolution approving the joinder of Red Bullet  
19 Masters, LLC as a sponsor affiliate to the fee in lieu  
20 of tax and special source credit agreement between Red  
21 Bullet Anderson, LLC and Anderson County, South  
22 Carolina dated December 1, 2020; and other matters  
23 related thereto.  
24 Do we have a motion to move this forward?  
25 BRETT SANDERS: So moved.  
26 TOMMY DUNN: Motion Mr.  
27 Sanders; second Ms. Wilson. Open the floor up for  
28 discussion. Mr. Nelson, do you want to go into a  
29 little detail on this?  
30 BURRISS NELSON: Yes, sir.  
31 Thank you, Mr. Chairman, members of Council. This is  
32 an expansion of Project Malibu that we announced a  
33 little more than a year ago. This company is growing  
34 by leaps and bounds. This will be an expansion of  
35 twelve million dollars for a hundred and fifty  
36 thousand square foot warehouse facility. And this  
37 Joinder Agreement allows them to participate in the  
38 existing fee agreement and be part of that.  
39 We'll have an amendment document that will follow  
40 in next Council meeting to add that by amendment. But  
41 this allows and states and summarizes the agreement to  
42 allow them to be a sponsor affiliate in that  
43 particular fee agreement. Thank you, sir.  
44 TOMMY DUNN: Thank you,  
45 Mr. Nelson. Anyone else? Seeing and hearing none,  
46 all in favor of the motion show of hands. All opposed  
47 like sign. Show the motion carries unanimously.  
48 Thank you, Mr. Nelson. Appreciate you and your  
49 team.  
50 BURRISS NELSON: Thank you for

1 y'all's support. Thank you.  
2 TOMMY DUNN: We're going  
3 to move on now to item number 10(a), bid number  
4 22-042. This is the Hurricane Springs Pickle Ball  
5 Project, which is in District 6. Mr. Carroll.  
6 ROBERT CARROLL: Thank you,  
7 Mr. Chairman. This is for Leslie Courts and Paving  
8 here in Anderson County. Staff recommends award for  
9 three hundred twelve thousand forty-six dollars. This  
10 is for the base bid plus fifteen thousand two hundred  
11 for the additional lighting.  
12 TOMMY DUNN: Do we have a  
13 motion to move this forward?  
14 CINDY WILSON: So moved.  
15 JIMMY DAVIS: So moved.  
16 TOMMY DUNN: Motion Mr.  
17 Jimmy Davis; second Ms. Wilson. Any discussion?  
18 CINDY WILSON: Just a quick  
19 point.  
20 TOMMY DUNN: Ms. Wilson.  
21 CINDY WILSON: The company  
22 doing it is in District 7 and the project is in  
23 District 6. This is a good company. They do a lot of  
24 courts and paving all over the state.  
25 TOMMY DUNN: Yep, they do.  
26 Anyone else? Mr. Davis.  
27 JIMMY DAVIS: Mr. Chair, if  
28 I may just to kind of give you an update, they  
29 actually -- what we're doing is removing some decrepit  
30 tennis courts that are no longer usable up at  
31 Hurricane Springs Park at Wren. And Leslie built  
32 these things many, many, many moons ago. And they  
33 served their purpose for a long time. But there's a  
34 cry from the company that they want pickle ball. So  
35 it was a good fit. I appreciate the whole process and  
36 Mr. Carroll and his team. But this will be really  
37 good for the community.  
38 TOMMY DUNN: Thank you,  
39 Mr. Carroll. Anyone else? All in favor of the motion  
40 show of hands. All opposed like sign. Show the  
41 motion carries unanimously.  
42 We're going to move on now to item number 11.  
43 This is approval of a purchase of real property near  
44 Green Pond Landing. Do we have a motion to put this  
45 on the floor?  
46 BRETT SANDERS: Mr. Chairman,  
47 I'd like to make a motion that we approve the  
48 agreement of the purchase and sale of real property  
49 with the address of 325 Deep Creek Church Road  
50 adjacent to Green Pond Event Center for the purchase

1 price of two hundred and fifty thousand.  
2 CINDY WILSON: Second.  
3 TOMMY DUNN: We have a  
4 motion by Mr. Sanders and second by Ms. Wilson. Any  
5 discussion? Seeing and hearing none, all in favor of  
6 the motion show of hands. All opposed like sign.  
7 Show the motion carries unanimously.  
8 We're going to move on now to item number 12,  
9 requests by council members. We'll start with Mr.  
10 Davis, Jimmy Davis. Mr. Davis, do you have any?  
11 JIMMY DAVIS: I have none.  
12 TOMMY DUNN: Mr. Sanders,  
13 do you have any?  
14 BRETT SANDERS: Yes, sir. I  
15 have two. I would like to from my special rec  
16 account, five hundred for Generations 4. Also, I have  
17 one that's not on here. I believe they sent their  
18 paperwork in for the Pendleton Fire Department, which  
19 they're in the process of doing engineering work or  
20 having it completed. The town of Pendleton paid part  
21 of it. The fire department has paid. And they had a  
22 grant of money and they were five thousand short. And  
23 I'd like to take that five grand for the Pendleton  
24 Fire Department for their engineering on the new  
25 station. Put those in the form of a motion.  
26 CINDY WILSON: Second.  
27 TOMMY DUNN: Motion Mr.  
28 Sanders; second Ms. Wilson. Any discussion? All in  
29 favor of Mr. Sanders' motions on those two projects  
30 show of hands. All opposed like sign. Show the  
31 motion carries unanimously.  
32 Mr. Sanders, anything else?  
33 BRETT SANDERS: That's it,  
34 sir. Thank you.  
35 TOMMY DUNN: Mr. Glenn  
36 Davis, do you have any?  
37 GLENN DAVIS: Yes, sir.  
38 Mr. Chairman, I'd like to out of my special rec  
39 account appropriate fifteen hundred dollars for  
40 Generation 4. I put that in the form of a motion.  
41 BRETT SANDERS: Second.  
42 TOMMY DUNN: We have a  
43 motion by Mr. Glenn Davis. We have a second by Ms.  
44 Wilson. Any discussion? All in favor of the motion  
45 show of hands. All opposed like sign. Show the  
46 motion carries unanimously.  
47 Anything else, Mr. Davis?  
48 GLENN DAVIS: No, sir,  
49 that's all.  
50 TOMMY DUNN: Mr. Ray

1 Graham.  
2 RAY GRAHAM: Thank you,  
3 Mr. Chairman. I'd like to do a thousand dollars to  
4 Leverette/Thomas American Legion Post. It's for a new  
5 monument they're doing at the Veterans Memorial. And  
6 also, I'd like to do a thousand dollars -- it's either  
7 going to be to the town of Iva or to the Town of Iva  
8 Museum. They've recently changed as far as the  
9 operations. I'm thinking it's going to actually go  
10 through the town of Iva. And I'll have that paperwork  
11 in tomorrow. But it'll be a thousand dollars. And  
12 basically it's from the damage that they received with  
13 a roof. We're assisting with some on the roof. And  
14 this basically replacing the carpet and trying to get  
15 them back into that building. So it'll be a thousand  
16 dollars for the Town of Iva Museum and also a thousand  
17 dollars to the Leverette/Thomas American Legion Post.  
18 TOMMY DUNN: We have a  
19 motion by Mr. Graham. Do we have a second?  
20 JIMMY DAVIS: Second.  
21 TOMMY DUNN: Second Mr.  
22 Jimmy Davis. Any discussion? All in favor of the  
23 motion show of hands. All opposed like sign. Show  
24 the motion carries unanimously.  
25 Mr. John Wright.  
26 JOHN WRIGHT: Yes, sir, Mr.  
27 Chairman, I'd like to appropriate five hundred dollars  
28 from District 1's special rec account to Generation 4.  
29 I'd like to put that in the form of a motion.  
30 BRETT SANDERS: Second.  
31 CINDY WILSON: Second.  
32 TOMMY DUNN: We have a  
33 motion by Mr. Wright and second Mr. Sanders. Any  
34 discussion? All in favor of the motion show of hands.  
35 All opposed like sign. Show the motion carries  
36 unanimously.  
37 Ms. Wilson.  
38 CINDY WILSON: We're broke.  
39 TOMMY DUNN: Ms. Wilson  
40 has none. And District 5 has none at this time.  
41 We'll be moving on to the Administrator's report.  
42 Mr. Burns.  
43 RUSTY BURNS: Nothing at  
44 this time, Mr. Chairman.  
45 TOMMY DUNN: Thank you.  
46 Now, moving on to citizens comments. As Mr.  
47 Harmon calls your name, again, state your name and  
48 district for the record. Address the chair. And  
49 you've got three minutes.  
50 LEON HARMON: Mr. Chairman,

1 we have one speaker signed up. Bobby Ray Simmons.

2 BOBBY RAY SIMMONS: My name is  
3 Bobby Simmons, and I reside in District 2. A couple  
4 of things I wanted to cover with you.

5 First one is Equinox Mill. I used to work there,  
6 as well as I'm glad y'all are doing something with it.  
7 I hope that the company that's going to put up the  
8 buildings or the houses, they'll put affordable  
9 buildings so the people that live in that area can  
10 still stay there and live and profit in that area.

11 The second thing I want to talk about is Toxaway  
12 Mill, which I've lived on the eastside all my life.  
13 And they started cleaning it up, but yet they stopped.  
14 I think they found something toxic on the property  
15 when they were cleaning it out. But if the veil is  
16 still there, how are we going to get rid of it? The  
17 only way to get rid of it is we've got to do something  
18 about it. So we can't let it just stay there and not  
19 do anything. We need to do something about that  
20 particular area there.

21 And also the housing in that area, there's a lot  
22 of houses that need to be removed or replaced or  
23 whatever because they look bad for the area. And plus  
24 got a lot of trash and maybe people just doing things  
25 that they shouldn't be doing there. We need to clean  
26 that area up. I'd like to see the County Council do  
27 something about that area right there.

28 And last I want to talk about the light here in  
29 the courthouse. I'm a little old now. I'm seventy-  
30 five. And it's hard for me to see sometimes in  
31 looking at the agenda. It'd be nice to have a little  
32 more light and some comfortable seats. I mean I'm a  
33 little wide. Maybe I just need to lose weight. But  
34 we need to look at replacing the seats and the  
35 lighting. And I thank y'all very much.

36 TOMMY DUNN: Thank you.

37 Mr. Harmon?

38 LEON HARMON: No one else  
39 is signed up, Mr. Chairman.

40 TOMMY DUNN: We're going  
41 to move on to comments from Council members. Mr.  
42 Graham.

43 RAY GRAHAM: Thank you,  
44 Mr. Chairman. I've got to cut out. I've got to go to  
45 Belton. Thank you for letting me go first on this.  
46 Just want to thank Greg Smith and his staff. We had  
47 shred day down at Iva this past weekend, Saturday.  
48 And man, was it cold. Had a lot of wind. But  
49 definitely it served the community and the community  
50 was very appreciative of it. I just wanted to

1 publicly thank Greg and his staff for that.

2 Also wanted to thank Council for supporting  
3 Engineering Services to do the preliminary report on  
4 the study for the sewer expansion down there, as well.

5 Other than that, that's all I have. Thank you.

6 TOMMY DUNN: Thank you,

7 Mr. Graham. Appreciate it. Safe trip to Belton.

8 Ms. Wilson.

9 CINDY WILSON:

Oh, thank  
10 you. I wanted to thank our county and especially Mr.  
11 Brett Sanders for helping provide some funds for the  
12 Celebration of Dr. Poag Reid. And we've been informed  
13 he will be getting the Order of the Palmetto. He has  
14 done an incredible service to the agricultural  
15 communities of the upstate, even inventing medications  
16 that were cutting edge. And he was very overwhelmed.  
17 Unfortunately he's fading fast on us. And it was  
18 important to do this quickly.

19 We'll be having a Planning and Public Works  
20 Committee meeting Friday at noon. We have a number of  
21 topics to go over. And everyone is invited. I just  
22 saw, and I see we've got the Williamston Journal here.  
23 It's good to have them here tonight. We'll have --  
24 we've been informed of a public hearing at Williamston  
25 Town Hall for the SCDOT proposal to take 29 and  
26 Welcome Road and McAlister Road and do a roundabout.  
27 I'm a little concerned about that with all the  
28 eighteen wheelers coming through. But they didn't ask  
29 me. So we'll have to go to the meeting and put our  
30 input and ask our questions and make sure we have our  
31 input.

32 And we are working on having a State of the Road  
33 Summit. Our state highway commissioner is heading  
34 that up. And hopefully in April, Ms. Christopher and  
35 all the cast of supporting entities and individuals,  
36 including County Delegation, County Council, towns and  
37 their dignitaries, Planning Commission and anything  
38 related to road concerns will sit down, identify the  
39 problems and find out what each entity can or can't do  
40 and then come up with some solutions. So we're all  
41 going to, hopefully, have a role in that because we're  
42 growing so fast, there's no way we can ever catch up  
43 to improving a lot of these intersections and so  
44 forth. Anyway, thank you.

45 TOMMY DUNN: Thank you,

46 Ms. Wilson. Mr. Wright.

47 JOHN WRIGHT:

Thank you,  
48 Mr. Chairman. Just really want to mention the Litter  
49 Ad Hoc Committee will be having a meeting next week.  
50 We're looking at a couple of days right now. I've

1       been out of town, so getting my feet underneath me.  
2       But we will be meeting next week and we'll have an  
3       update for everybody at the next council meeting.  
4       That's it.

5               TOMMY DUNN:                               Thank you,  
6       Mr. Wright. I'm going to try my best to make that  
7       meeting. We've got a couple of ideas and I talked to  
8       Mr. Burns about them. Mr. Glenn Davis.

9               GLENN DAVIS:                              Thank you,  
10      Mr. Chairman. I'd like to remind everyone, on March  
11      21st through March 26th, we'll be having Anderson  
12      County Clean-up. And we're going to kick it off at  
13      the TTI building on Pearman Dairy Road. And I invite  
14      everyone to come out to combat litter in Anderson  
15      County. Grabbers, trash bags, etcetera, will all be  
16      supplied.

17      Also, later that evening I will be having a  
18      committee meeting of residents in my district. We're  
19      going to be looking at recreation in District 2. If  
20      you're not doing anything, you're welcome to come. So  
21      that's March 21st at 6:00 p.m. at the Gracie Floyd  
22      Event Center. That's all I have, Mr. Chairman.

23              TOMMY DUNN:                              Thank you,  
24      Mr. Davis. Councilman Sanders.

25              BRETT SANDERS:                            Yes, sir.  
26      Thank you, Mr. Chairman. I was going to mention the  
27      clean-up, but thank you, Mr. Davis.

28      But what I'd really like to say is I am amazed at  
29      the staff, the effort, the amount of work and time  
30      that went in to make the Bassmaster Classic the  
31      success that it was. I read where it had the largest  
32      turnout -- Anderson County did -- for any Bassmaster  
33      ever. And I have the number, I think, for the pounds  
34      of fish that was caught. I can't really remember it  
35      off the top of my head. But that was astounding, as  
36      well. But if you want to see the county employees all  
37      working together, I mean, it's mind blowing out there.  
38      It's an event that is something that everyone really  
39      needs to see at least once.

40      I just want to make sure that all departments know  
41      that their work and efforts were very much noticed and  
42      I appreciate the turnout and I'm happy for Anderson  
43      County. Thank you, sir.

44              TOMMY DUNN:                              Thank you,  
45      Mr. Sanders. Mr. Jimmy Davis.

46              JIMMY DAVIS:                              Thank you,  
47      Mr. Chair. I want to echo what Councilman Sanders had  
48      to say about our staff and everyone that put effort  
49      into making the Bassmaster Classic a great success.  
50      In my business I talk to people that live all over the



1 United States and Canada, and I had numerous phone  
2 calls from people that were watching it online, you  
3 know, keeping up with what's going on. And everybody  
4 is so complimentary about Anderson, South Carolina and  
5 Anderson County. So thank you to everyone who put  
6 their heart, blood, sweat and tears into it. Mr.  
7 Burns, please pass along to the rest of the staff how  
8 much we appreciate that.

9 I also want to remind everyone that the Twelfth  
10 Annual Saluda River Rally will be June the 4th.  
11 David, if you could put that somewhere in the journal,  
12 that would be great. Last one we had over three  
13 hundred people float the Saluda River. Some went all  
14 the way to Pelzer. Some got out in Piedmont. But the  
15 Twelfth Annual Saluda River Rally will be June the  
16 4th. Mark that on your calendars. It's a great time.  
17 I'm sure everyone is looking forward to it.

18 Thank you, Mr. Chair.

19 TOMMY DUNN: Thank you,  
20 Mr. Davis. I'll be brief. I want to also echo, I  
21 want to thank Mr. Burns and his entire staff for what  
22 they've done with Bassmaster's, getting them here. I  
23 think it's a success. When we get all the numbers in  
24 here in a few weeks, we'll be having a report at the  
25 council meeting to give out of what the impact was on  
26 Anderson County. And it goes beyond. And I mean  
27 everybody from -- everybody for the county was out  
28 there working and I really do appreciate that and  
29 helping in that and what they have done. It's truly  
30 an event on Lake Hartwell.

31 And as I said many years ago when I first run for  
32 County Council, Lake Hartwell was the hidden jewel of  
33 Anderson County and it was being under-utilized. I'm  
34 very glad to see where it's come from today and still  
35 moving forward. Appreciate it.

36 I also want to just thank again, reiterate our  
37 animal shelter. Again, when I first got on Council  
38 where it was at. We had a new facility, but you  
39 couldn't really tell it. That's all it was. The  
40 previous council had put it in motion. We sort of  
41 built it, finished getting it built. But it has made  
42 leaps and bounds above what has been. And again, I  
43 say it's all for the people working out there and what  
44 they've done. And it shows off from the contributions  
45 and the people that -- some foundations that have  
46 really give some big money in supporting that thing  
47 and want to know what it does. I've always said, you  
48 know, Anderson County loves our animals. That's a  
49 good thing; says a lot of about people, how to take  
50 care of our animals.

1 JIMMY DAVIS: Can I say one  
2 more thing?  
3 TOMMY DUNN: Yes, sir, Mr.  
4 Davis. Go ahead.  
5 JIMMY DAVIS: I just want  
6 to inform everybody, my museum board member, Mr. Lowry  
7 Wilson, who served for many, many years passed away  
8 this past Sunday. He was a great champion for the  
9 museum. So keep the Wilson family in your thoughts  
10 and prayers.  
11 TOMMY DUNN: Sorry to hear  
12 that. We will.  
13 Hearing nothing else, the meeting will be  
14 adjourned.  
15  
16 **(MEETING ADJOURNED AT 7:20 P.M.)**



**A PROCLAMATION DESIGNATING APRIL 2021 AS FAIR HOUSING AWARENESS  
MONTH IN ANDERSON COUNTY**

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

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

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

**WHEREAS**, April is recognized nationally as Fair Housing Month;

**NOW THEREFORE, BE IT RESOLVED that Anderson County Council does hereby proclaim April 2022 as Fair Housing Month.**

**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

**ATTEST:**

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

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

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



**AGENDA**  
**Planning and Public Works Meeting**  
**Friday, March 18, 2022, at 12:00 pm**  
**101 South Main Street**  
**Anderson, SC**  
**Second Floor, Administrator's Conference Room**  
***Chairwoman Cindy Wilson, Presiding***

**1. Call to Order**

**Chairwoman Cindy Wilson**

**2. Prayer and Pledge of Allegiance**

**Honorable Jimmy Davis**

**3. Review of recommendations for requiring that developments which are approved with amenities packages must complete the amenities as approved.**

**Ms. Alesia Hunter**

**4. Further discussion of Ordinance 2022-006 pertaining to Planning Commission approval of certain dwelling units.**

**Ms. Alesia Hunter**

**5. Drainage and Utility Easement**

**Mr. Alex Kostik**

**6. Review and discussion of performance standard zoning concept.**

**Ms. Alesia Hunter**

**7. New Business**

**8. Citizen Comments**

**9. Adjournment**

**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

**ORDINANCE NO. 2022-007**

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

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

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

**WHEREAS**, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Greenville County;

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

**DONE** in meeting duly assembled this 5th day of April, 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: March 1, 2022  
Second Reading: March 15, 2022  
Third Reading: April 5, 2022  
Public Hearing: March 15, 2022

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

All that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being at the northeastern intersection of North Main Street and East Washington Street in the City of Greenville, County of Greenville, State of South Carolina, containing 0.646 acres, more or less, as shown and more fully described by metes and bounds on plat of survey entitled "Survey for ComCorner, L.L.C." made by Site Design, Inc. dated March 18, 1997, and recorded in the RMC Office for Greenville County in Plat Book 35-M, page 24, which plat is incorporated herein and by reference made a part hereof.

The above described property is the same property conveyed to ComCorner, LLC by deed of Greenville Community Corporation, deed of Elizabeth W. Flory, deed of Wachovia Bank of South Carolina, N. A. as Trustee under the Will of Fred W. Symmes, deed of Harriet H. Adams et al. deed of NationsBank, N. A. as Trustee under the Will of Oliver F. Going, deceased, deed of Gladys G. Faris et al. and deed of Luther M. Davenport, Jr. et al.; all being recorded May 29, 1997, in the RMC Office for Greenville County in Deed Book 1692, pages 837, 844, 898, 887, 853, 869, and 858, respectively

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of March 1, 2022, March 15, 2022 and April 5, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

Dated: April 5, 2022



## **ORDINANCE 2022-009**

**AN ORDINANCE TO PROVIDE FOR THE CREATION OF THE RIVER OAKS SPECIAL TAX DISTRICT; TO ESTABLISH THE NATURE OF SERVICES TO BE PERFORMED THEREIN; TO DESIGNATE THE UNIFORM SERVICE CHARGE IN THE RIVER OAKS SUBDIVISION SPECIAL TAX DISTRICT; TO PROVIDE FOR THE OPERATION OF THE RIVER OAKS SUBDIVISION SPECIAL TAX DISTRICT; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County, South Carolina (the "County"), acting by and through the Anderson County Council (the "Council"), is authorized pursuant to the provisions of Title 4, Chapter 9, entitled "County Government," Code of Laws of South Carolina, 1976, as amended (the "Code"), to assess property and levy ad valorem property tax and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided; and,

**WHEREAS**, the Council, pursuant to Section 4-9-30(5)(a)(ii), of the Code (the "Act"), may, upon certification of a petition signed by seventy-five percent (75%) or more of the resident freeholders who own at least seventy-five percent (75%) of the assessed valuation of real property in a given area of the County, pass an ordinance establishing a special tax district for the area in question. For the purposes of the Act, "freeholder" has the same meaning as defined in Section 5-3-240 of the Code, which defines freeholder as: any person eighteen (18) years of age, or older, and any firm or corporation, who or which owns legal title to a present possessory interest in real estate equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests) and who owns, at the date of the petition or of the referendum, at least an undivided one-tenth interest in a single tract and whose name appears on the County tax records as an owner of real estate; and,

**WHEREAS**, the resident freeholders of River Oaks Subdivision, representing at least seventy-five percent (75%) of the resident freeholders and owning at least seventy-five percent (75%) of the total assessed valuation of real property, have properly submitted a petition containing a designation of the boundaries of a proposed special tax district, description of the nature of the services to be rendered, and the maximum level of taxes or user service charges, or both, authorized to be levied and collected, to the Council, requesting the Council pass an ordinance establishing a special tax district. A copy of said petition is attached hereto as **Exhibit A**, and hereby incorporated by reference as fully as if set forth verbatim herein; and,

**WHEREAS**, the aforementioned petition has been reviewed by the Anderson County Assessor, who found that it complies with the requirements of the Act. The petition contains thirty-five (35) signatures and represents One Hundred Eighty Nine Thousand and Eight Hundred Twenty Dollars (\$189,820) of total assessed value. The Assessor has certified that the requisite number of signatures representing the requisite amount of assessed value has been established through a review of the ownership records of the proposed special tax district. A copy of the Assessor's certification is attached hereto as **Exhibit B**, and hereby incorporated by reference as fully as if set forth verbatim herein; and,

**WHEREAS**, Anderson County, acting by and through the Council, desires to create the River Oaks Special Tax District, establish the nature of services to be performed, designate the uniform service charge in the River Oaks Special Tax District and provide for the operation of the River Oaks Special

Tax District.

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

1. Anderson County Council, acting pursuant to the power and authority conferred upon it by the constitution and laws of the State of South Carolina, hereby creates and acknowledges a special tax district, known as the River Oaks Special Tax District, consisting of all of those forty-six (46) parcels of real property located within River Oaks Subdivision as the River Oaks Special Tax District, more specifically consisting of all forty-six (46) parcels fronting on or touching River Oaks Circle (P-02-0117A), and River Oaks Circle (P-02-0117B) and being more particularly described by Anderson County TMS numbers: 191-04-01-001 through 191-04-01-035 (inclusive), 191-04-02-001 through 191-04-02-009 (inclusive). A copy of a map of the proposed River Oaks Special Tax District, detailing all parcels to be included, is attached hereto as **Exhibit C**, and hereby incorporated by reference as fully as if set forth verbatim herein.
2. The creation of River Oaks Special Tax District is specifically for the purpose of repairing and upgrading, to the standards of the Anderson County road system, two (2) roads in the River Oaks Subdivision (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as River Oaks Circle (P-02-0117A), measuring approximately one thousand two hundred feet (1200') from the Highway 81 North (SC 81) until it ends; River Oaks Circle (P-02-0117B), measuring approximately one thousand three hundred feet (1300') from the edge of River Oaks Circle (P-02-0117A) to the edge of River Oaks Circle (P-02-0117A).
3. Anderson County Council hereby acknowledges that the services to be rendered for the purpose of upgrading and repairing of the Subdivision Roads are more particularly described as:
  - 1) Mobilization (Approximately 1 LS)
  - 2) Traffic Control (Approximately 1 LS)
  - 3) Removal & Disposal of Existing Concrete Driveway (Approximately 25 SY)
  - 4) Removal & Disposal of Existing Curb & Gutter (Approximately 250 LF)
  - 5) Clearing & Grubbing (Approximately 1 LS)
  - 6) Mowing Right of Way (Approximately 1,000 LF)
  - 7) Borrow Excavation (Approximately 100 CY)
  - 8) Milling Existing Asphalt 2" (Approximately 6,111 SY)
  - 9) 8" Cement Recycled Base (Approximately 6,111 SY)
  - 10) Portland Cement for Recycled Base (Approximately 150 Tons)
  - 11) Cement Recycled Base Testing (Approximately 1 LS)
  - 12) Asphalt Testing (Approximately 1 LS)
  - 13) Liquid Asphalt Binder (Approximately 42 Tons)
  - 14) Asphalt Surface 2" (Approximately 687 Tons)
  - 15) Catch Basin/Manhole Repairs (Approximately 1 LS)
  - 16) Crack Seal Existing Concrete/Curb & Gutter (Approximately 100 LF)
  - 17) Concrete Curb & Gutter (1'-6") Ogee (Approximately 250 LF)
  - 18) Concrete Catch Basin Aprons/Driveways (Approximately 25 SY)
  - 19) Stop Signs, Road Name Signs, Speed Limit Signs, Turn Signs (Approximately 6 EA)
  - 20) Seed & Mulch Disturbed Areas (Approximately 0.25 AC)
  - 21) Contingency

Once the Subdivision Roads are accepted into the County road system, the County will provide the same level of services on them as it does for other similar County roads.

4. The River Oaks Special Tax District shall, pursuant to Section 4-9-30(5)(b) of the Code, function entirely as an administrative division of Anderson County.
5. The cost of finishing of services of the River Oaks Special Tax District shall be paid from the collection of a uniform schedule of fees, without interest, upon all parcels of real property within the River Oaks Special Tax District, collected annually, for a period not to exceed ten (10) years.
6. The maximum level of user service charges authorized to be levied and collected in River Oaks Special Tax District represent the actual costs of the above described work, currently estimated to be in the amount of Two Hundred Fifty-Six Thousand Dollars (\$256,000). Although the Two Hundred Fifty-Six Thousand Dollars (\$256,000) is an estimate, if the amount is a complete and accurate estimate, the per lot cost, based on the forty-six (46) parcels located in River Oaks Subdivision included in the proposed special tax district, would be approximately Five Thousand Five Hundred Sixty-Five and 22/100 Dollars (\$5,565.22), and because the repayment period authorized by the County without interest is ten (10) years, the annual uniform user service charge, per affected parcel, will be approximately Five Hundred Fifty-Six and 52/100 Dollars (\$556.52). The exact amount of the service charge per parcel, will be certified by the Anderson County Roads and Bridges Director to the Anderson County Auditor, based upon the actual amounts of the construction costs as outlined herein, to be placed on the respective Anderson County tax bills for the affected parcels, beginning fall 2022 tax bills, to be collected with and in the same manner as all other taxes and user service charges. The user service charges are a charge against and run with the parcels of real property located in River Oaks Special Tax District, as set forth herein.
7. Should any term, provision, or content of this ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this ordinance, all of which is hereby deemed separable.
8. All Ordinances, Orders, Resolutions, and actions of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.
9. This Ordinance shall become effective and be in full force and effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

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

**ATTEST:**

**FOR ANDERSON COUNTY:**

---

Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, Chairman

---

Renee D. Watts  
Anderson County Clerk to Council

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

**APPROVED AS TO FORM:**

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Leon Harmon  
Anderson County Attorney

**STATE OF SOUTH CAROLINA**  
**COUNTY OF ANDERSON**

**PETITION TO CREATE A SPECIAL TAX DISTRICT FOR  
AND IN RIVER OAKS SUBDIVISION, ANDERSON COUNTY**

Pursuant to Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended, the undersigned resident freeholders of River Oaks Subdivision ("River Oaks") hereby petition the Anderson County Council to pass an ordinance establishing the below described special tax district:

- A. **Name of proposed special tax district:** River Oaks Special Tax District.
- B. **Purpose of proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County repair and upgrade, to the standards of the Anderson County road system, two (2) roads in River Oaks (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as:
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- C. **Designation of the boundaries of the proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County designate all of those forty-six (46) parcels of real property located within River Oaks as the River Oaks Special Tax District, more specifically consisting of all forty-six (46) parcels fronting on or touching River Oaks Circle (P-02-0117A), and Rivers Oaks Circle (P-02-0117B) and being more particularly described by Anderson County TMS numbers: 191-04-01-001, through 191-04-01-035 (inclusive), 191-04-02-001 through 191-04-02-009 (inclusive).
- D. **Nature of services to be rendered for the proposed special tax district:** The undersigned resident freeholders hereby request Anderson County to upgrade and repair the Subdivision Roads as follows:
- (1) Mobilization (Approximately 1 LS)
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  - (4) Removal & Disposal of Existing Curb & Gutter (Approximately 250 LF)
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  - (9) 8" Cement Recycled Base (Approximately 6,111 SY)
  - (10) Portland Cement for Recycled Base (Approximately 150 Tons)
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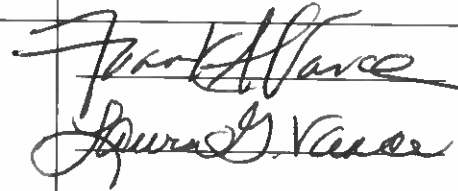

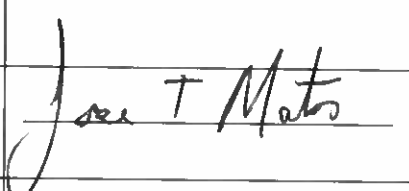
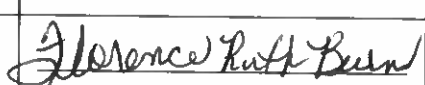
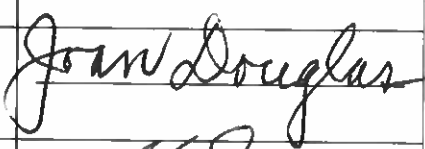

- (18) Concrete Catch Basin Aprons/Driveways (Approximately 25 SY)
- (19) Stop Signs, Road Name Signs, Speed Limit Signs, Turn Signs (Approximately 6 EA)
- (20) Seed & Mulch Disturbed Areas (Approximately 0.25 AC)
- (21) Contingency

The undersigned resident freeholders acknowledge that once Anderson County accepts the Subdivision Roads into the Anderson County road system, Anderson County will be responsible for the upkeep and maintenance of the Subdivision Roads at the same level of service Anderson County provides other similar Anderson County roads in the Anderson County road system.

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The undersigned resident freeholders of the affected improved parcels of River Oaks, consisting of seventy-five (75%) percent of the resident freeholders who own at least seventy-five (75%) percent of the assessed valuation of the special tax district, have signed this petition of their own free will and initiative and hereby request that Anderson County Council pass an ordinance creating the proposed special tax district for the purposes stated above:

# Petition River Oaks

TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
191-04-01-002	105 River Oaks Cir	Lt 2A	Tamara R. Flinchum	
191-04-01-003	111 River Oaks Cir	Lt 3B	Frances J. Davidson	
191-04-01-004	113 River Oaks Cir	Lt 4A	Henry Nell Barnes	
191-04-01-019	222 River Oaks Cir	Lot 19A	James H. Neeley, Jr. Shawnece Neeley	
191-04-01-021	<sup>212</sup> <del>21</del> River Oaks Cir	Lt 21A	Frank A. Vance Laura G. Vance	
191-04-01-022	208 River Oaks Cir	Pt Lt 22	Pamela Brosky Gaddis	
191-04-01-024	104 River Oaks Cir	Lt 24B	Linda A. Burgess Life Estate	
191-04-01-026	210 River Oaks Cir	Pt Lt 22	Jose T. Matos	
191-04-01-027	106 River Oaks Cir	Lt 24A	Joy Knight	
191-04-01-029	214 River Oaks Cir	Lt 21B	Florence Ruth Burns	
191-04-01-031	107 River Oaks Cir	Lt 2B	Claudia T. Welborn	
191-04-01-032	115 River Oaks Cir	Lt 4B	Joan Douglas	
191-04-01-033	127 River Oaks Cir	Lt 7B	Michael Sloas	

# Petition River Oaks

191-04-02-003	116 River Oaks Cir	Lt 28A	Steven Cory Roy	<i>Steven Roy</i>
191-04-02-006	205 River Oaks Cir	Lot 31B	Alicia E. Rodriguez	
191-04-02-007	108 River Oaks Cir	Lt 26B	Richard H. Smith Mary Smith	<i>Richard Smith</i> <i>Mary Smith</i>
191-04-02-008	207 River Oaks Cir	Lot 31A	Laura Jean Koury	
191-04-02-009	118 River Oaks Cir	Lot 28B	Brentley Danyel Borden Bradley Juwan Borden	<i>Brentley Borden</i> <i>Bradley Borden</i>



**STATE OF SOUTH CAROLINA**  
**COUNTY OF ANDERSON**

**PETITION TO CREATE A SPECIAL TAX DISTRICT FOR  
AND IN RIVER OAKS SUBDIVISION, ANDERSON COUNTY**

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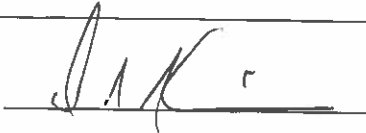

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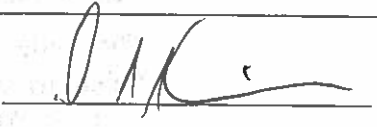
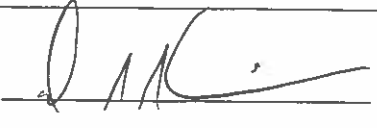
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191-04-01-023	16 Beacon Ridge Cir Salem, SC 29676	Pt Lt 23	Ervin Business Enterprises LLC	

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**STATE OF SOUTH CAROLINA**  
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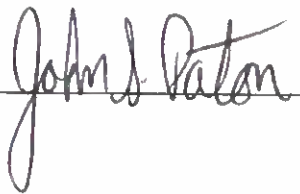
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191-04-01-005	103 Carriage Path Easley, SC 29642	Pt Lt 5	John S. Paton	

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**COUNTY OF ANDERSON**

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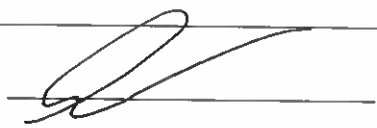
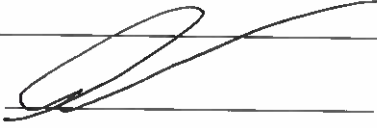
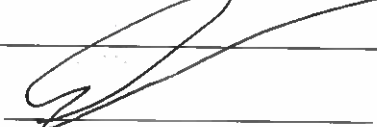
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191-04-01-015	132 Steeplechase, Belton, SC 29627	Lt 15	Fahd A. Zarrouf	
191-04-01-016	132 Steeplechase, Belton, SC 29627	Lt 16	Fahd A. Zarrouf	

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- C. **Designation of the boundaries of the proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County designate all of those forty-six (46) parcels of real property located within River Oaks as the River Oaks Special Tax District, more specifically consisting of all forty-six (46) parcels fronting on or touching River Oaks Circle (P-02-0117A), and Rivers Oaks Circle (P-02-0117B) and being more particularly described by Anderson County TMS numbers: 191-04-01-001, through 191-04-01-035 (inclusive), 191-04-02-001 through 191-04-02-009 (inclusive).
- D. **Nature of services to be rendered for the proposed special tax district:** The undersigned resident freeholders hereby request Anderson County to upgrade and repair the Subdivision Roads as follows:
- (1) Mobilization (Approximately 1 LS)
  - (2) Traffic Control (Approximately 1 LS)
  - (3) Removal & Disposal of Existing Concrete Driveway (Approximately 25 SY)
  - (4) Removal & Disposal of Existing Curb & Gutter (Approximately 250 LF)
  - (5) Clearing & Grubbing (Approximately 1 LS)
  - (6) Mowing Right of Way (Approximately 1,000 LF)
  - (7) Borrow Excavation (Approximately 100 CY)
  - (8) Milling Existing Asphalt 2" (Approximately 6,111 SY)
  - (9) 8" Cement Recycled Base (Approximately 6,111 SY)
  - (10) Portland Cement for Recycled Base (Approximately 150 Tons)
  - (11) Cement Recycled Base Testing (Approximately 1 LS)
  - (12) Asphalt Testing (Approximately 1 LS)
  - (13) Liquid Asphalt Binder (Approximately 42 Tons)
  - (14) Asphalt Surface 2" (Approximately 687 Tons)
  - (15) Catch Basin/Manhole Repairs (Approximately 1 LS)
  - (16) Crack Seal Existing Concrete/Curb & Gutter (Approximately 100 LF)
  - (17) Concrete Curb & Gutter (1'-6") Ogee (Approximately 250 LF)

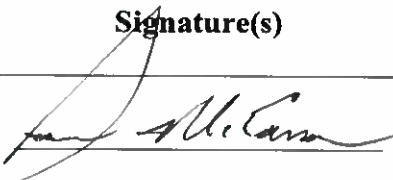


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- (20) Seed & Mulch Disturbed Areas (Approximately 0.25 AC)
- (21) Contingency

The undersigned resident freeholders acknowledge that once Anderson County accepts the Subdivision Roads into the Anderson County road system, Anderson County will be responsible for the upkeep and maintenance of the Subdivision Roads at the same level of service Anderson County provides other similar Anderson County roads in the Anderson County road system.

- E. Maximum level of taxes or user service charges, or both, authorized to be levied and collected for the proposed special tax district:** The undersigned resident freeholders acknowledge that Anderson County currently estimates that the cost of above described work performed by Anderson County will be Two Hundred Fifty-Six Thousand Dollars (\$256,000.00). The undersigned resident freeholders further request that Anderson County collect the actual cost of the work as a uniform user service charge per parcel. Two Hundred Fifty-Six Thousand Dollars (\$256,000.00) is merely an estimate of the cost of above described work as performed by Anderson County, and the undersigned resident freeholders acknowledge that the uniform service charge will be based on the actual cost of the work, whatever it is. However, if the above-stated amount is a complete and accurate estimate, the per-parcel cost, based on the forty-six (46) parcels located in River Oaks included in the proposed special tax district, would be approximately Five Thousand Five Hundred Sixty-Five and 22/100 Dollars (\$5,565.22). Therefore, if the repayment period authorized by Anderson County without interest is ten (10) years, the annual uniform user service charge, per affected parcel, will be approximately Five Hundred Fifty-Six and 52/100 Dollars (\$556.52).

The undersigned resident freeholders of the affected improved parcels of River Oaks, consisting of seventy-five (75%) percent of the resident freeholders who own at least seventy-five (75%) percent of the assessed valuation of the special tax district, have signed this petition of their own free will and initiative and hereby request that Anderson County Council pass an ordinance creating the proposed special tax district for the purposes stated above:

TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
191-04-02-001	907 Highway 17 Piedmont, SC 29673	Lt 26A	Sam McCarson	

**STATE OF SOUTH CAROLINA**  
**COUNTY OF ANDERSON**

**PETITION TO CREATE A SPECIAL TAX DISTRICT FOR  
AND IN RIVER OAKS SUBDIVISION, ANDERSON COUNTY**

Pursuant to Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended, the undersigned resident freeholders of River Oaks Subdivision ("River Oaks") hereby petition the Anderson County Council to pass an ordinance establishing the below described special tax district:

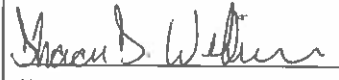

- A. **Name of proposed special tax district:** River Oaks Special Tax District.
- B. **Purpose of proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County repair and upgrade, to the standards of the Anderson County road system, two (2) roads in River Oaks (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as:
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- C. **Designation of the boundaries of the proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County designate all of those forty-six (46) parcels of real property located within River Oaks as the River Oaks Special Tax District, more specifically consisting of all forty-six (46) parcels fronting on or touching River Oaks Circle (P-02-0117A), and Rivers Oaks Circle (P-02-0117B) and being more particularly described by Anderson County TMS numbers: 191-04-01-001, through 191-04-01-035 (inclusive), 191-04-02-001 through 191-04-02-009 (inclusive).
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The undersigned resident freeholders of the affected improved parcels of River Oaks, consisting of seventy-five (75%) percent of the resident freeholders who own at least seventy-five (75%) percent of the assessed valuation of the special tax district, have signed this petition of their own free will and initiative and hereby request that Anderson County Council pass an ordinance creating the proposed special tax district for the purposes stated above:

TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
191-04-01-028	313 Kelsey Glen Dr Lexington, SC 29072	Lt 3A	Sharon Elizabeth Davis	 aka 

**STATE OF SOUTH CAROLINA**  
**COUNTY OF ANDERSON**

**PETITION TO CREATE A SPECIAL TAX DISTRICT FOR  
AND IN RIVER OAKS SUBDIVISION, ANDERSON COUNTY**

Pursuant to Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended, the undersigned resident freeholders of River Oaks Subdivision ("River Oaks") hereby petition the Anderson County Council to pass an ordinance establishing the below described special tax district:

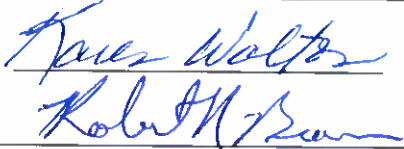
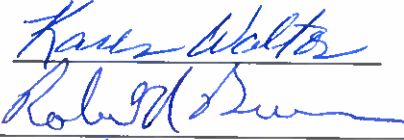
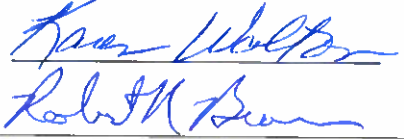
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TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
191-04-01-009	284 Neely Rd Piedmont, SC 29673	Lt 9	Rosewood Homes LLC	
191-04-01-009 po	284 Neely Rd Piedmont, SC 29673	Lt 9B	Rosewood Homes LLC	
191-04-01-020	284 Neely Rd Piedmont, SC 29673	Lt 20B	Rosewood Homes LLC	

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191-04-01-029 po	284 Neely Rd Piedmont, SC 29673	Lt 20A	Rosewood Homes LLC	<u>Karen Walton</u> Robert M. Sum
191-04-01-030	284 Neely Rd Piedmont, SC 29673	Pt Lt 5	Rosewood Homes LLC	<u>Karen Walton</u> Robert M. Sum

**STATE OF SOUTH CAROLINA**  
**COUNTY OF ANDERSON**

**PETITION TO CREATE A SPECIAL TAX DISTRICT FOR  
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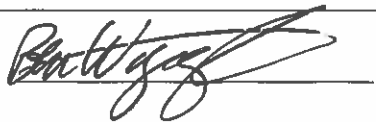

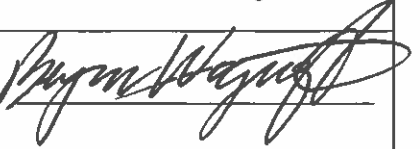
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191-04-01-010	3311 Highway 86 Piedmont, SC 29673	Lt 10	Benjamin Wigington	
191-04-01-018	3311 Highway 86 Piedmont, SC 29673	Lt 18	Benjamin Wigington	



**STATE OF SOUTH CAROLINA**  
**COUNTY OF ANDERSON**

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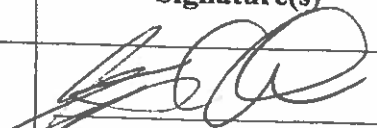
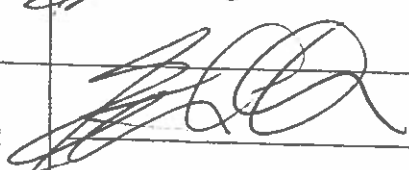
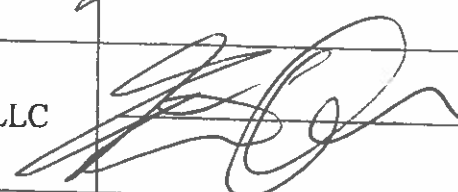
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The undersigned resident freeholders of the affected improved parcels of River Oaks, consisting of seventy-five (75%) percent of the resident freeholders who own at least seventy-five (75%) percent of the assessed valuation of the special tax district, have signed this petition of their own free will and initiative and hereby request that Anderson County Council pass an ordinance creating the proposed special tax district for the purposes stated above:

TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
191-04-01-011	<del>440 Spearman Rd</del> 107 Stonehedge Ct, Easley, SC 29642 <del>Williamston SC 29697</del>	Lt 11	Landrum Holdings LLC	
191-04-01-012	<del>440 Spearman Rd</del> 107 Stonehedge Ct, Easley, SC 29642 <del>Williamston SC 29697</del>	Lt 12	Landrum Holdings LLC	
191-04-01-013	<del>440 Spearman Rd</del> 107 Stonehedge Ct, Easley, SC 29642 <del>Williamston SC 29697</del>	Lt 13	Landrum Holdings LLC	

**STATE OF SOUTH CAROLINA**  
**COUNTY OF ANDERSON**

**PETITION TO CREATE A SPECIAL TAX DISTRICT FOR  
AND IN RIVER OAKS SUBDIVISION, ANDERSON COUNTY**

Pursuant to Section 4-9-30(5)(a)(ii) of the 1976 South Carolina Code of Laws, as amended, the undersigned resident freeholders of River Oaks Subdivision ("River Oaks") hereby petition the Anderson County Council to pass an ordinance establishing the below described special tax district:

- A. **Name of proposed special tax district:** River Oaks Special Tax District.
- B. **Purpose of proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County repair and upgrade, to the standards of the Anderson County road system, two (2) roads in River Oaks (the "Subdivision Roads") for the specific purpose of having Anderson County accept the Subdivision Roads into the Anderson County road system. The Subdivision Roads are more particularly described as:
- (1) River Oaks Circle (P-02-0117A), measuring approximately one thousand two hundred feet (1200') from the edge of Highway 81 North (SC 81) until it dead ends;
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- C. **Designation of the boundaries of the proposed special tax district:** The undersigned resident freeholders hereby request that Anderson County designate all of those forty-six (46) parcels of real property located within River Oaks as the River Oaks Special Tax District, more specifically consisting of all forty-six (46) parcels fronting on or touching River Oaks Circle (P-02-0117A), and Rivers Oaks Circle (P-02-0117B) and being more particularly described by Anderson County TMS numbers: 191-04-01-001, through 191-04-01-035 (inclusive), 191-04-02-001 through 191-04-02-009 (inclusive).
- D. **Nature of services to be rendered for the proposed special tax district:** The undersigned resident freeholders hereby request Anderson County to upgrade and repair the Subdivision Roads as follows:
- (1) Mobilization (Approximately 1 LS)
  - (2) Traffic Control (Approximately 1 LS)
  - (3) Removal & Disposal of Existing Concrete Driveway (Approximately 25 SY)
  - (4) Removal & Disposal of Existing Curb & Gutter (Approximately 250 LF)
  - (5) Clearing & Grubbing (Approximately 1 LS)
  - (6) Mowing Right of Way (Approximately 1,000 LF)
  - (7) Borrow Excavation (Approximately 100 CY)
  - (8) Milling Existing Asphalt 2" (Approximately 6,111 SY)
  - (9) 8" Cement Recycled Base (Approximately 6,111 SY)
  - (10) Portland Cement for Recycled Base (Approximately 150 Tons)
  - (11) Cement Recycled Base Testing (Approximately 1 LS)
  - (12) Asphalt Testing (Approximately 1 LS)
  - (13) Liquid Asphalt Binder (Approximately 42 Tons)
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The undersigned resident freeholders acknowledge that once Anderson County accepts the Subdivision Roads into the Anderson County road system, Anderson County will be responsible for the upkeep and maintenance of the Subdivision Roads at the same level of service Anderson County provides other similar Anderson County roads in the Anderson County road system.

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TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
191-04-01-025	111 Heritage Rd Easley, SC 29640	Lt 25	James O. Richey + Barbara M. Richey Life Estate John Martin Richey Virginia Richey Lusk	James O. Richey Barbara M. Richey John Martin Richey Virginia Richey Lusk
191-04-02-005	111 Heritage Rd Easley, SC 29640	Lt 30	James O. Richey + Barbara M. Richey Life Estate John Martin Richey Virginia Richey Lusk	James O. Richey Barbara M. Richey John Martin Richey Virginia Richey Lusk

STATE OF SOUTH  
CAROLINA

COUNTY OF ANDERSON

PETITION TO CREATE A SPECIAL TAX DISTRICT FOR AND  
IN RIVER OAKS SUBDIVISION, ANDERSON COUNTY

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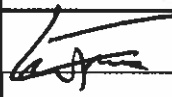
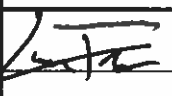
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TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
191-04-01-034	121 Travalier Trail Piedmont, SC 29673	Lt 19B	GTS Legacy LLC	
191-04-02-004	121 Travalier Trail Piedmont, SC 29673	Lt 29	GTS Legacy LLC	

**STATE OF SOUTH CAROLINA**  
**COUNTY OF ANDERSON**

**PETITION TO CREATE A SPECIAL TAX DISTRICT FOR  
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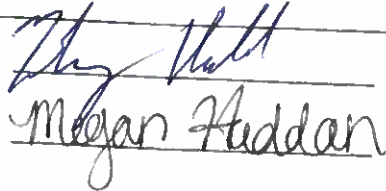
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TMS Number	Street Address of Listed Freeholder(s)	Lot Number	Listed Freeholder(s)	Signature(s)
191-04-01-007	1231 Durham Rd Piedmont, SC 29673	Lt 7A	Zachary T. Haddan Megan L. Haddan	



## Exhibit B



### **MEMORANDUM**

**TO:** Leon C. Harmon, Esquire  
Anderson County Attorney

**FROM:** Robert L. McLean  
Anderson County Assessor

**DATE:** February 18, 2022

**SUBJECT:** Special Tax District – River Oaks Subdivision

Our office has reviewed the petition for the proposed River Oaks Subdivision Special Tax District. We have determined that out of the forty-six(46) freehold owners within the special tax district, thirty-five (35) have signed the petition for a total of 76.09% of total ownership. The total assessed value for all property in the special tax district is \$229,830. The signers of the petition own \$189,820 of that total assessment, or 82.59%. This memo is to certify that as of February 18, 2022, the petition was signed by 76.09% of the freeholders, who own 82.59% of the assessed value of the real property in the proposed Special Tax District for River Oaks Subdivision. If we may assist you further, please advise.

**cc:** Rusty Burns, County Administrator  
Holt Hopkins, Deputy County Administrator  
Jacky Hunter, County Auditor  
Jason Phillips, County Treasurer  
Robert Carroll, Central Administrative Services Director

**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

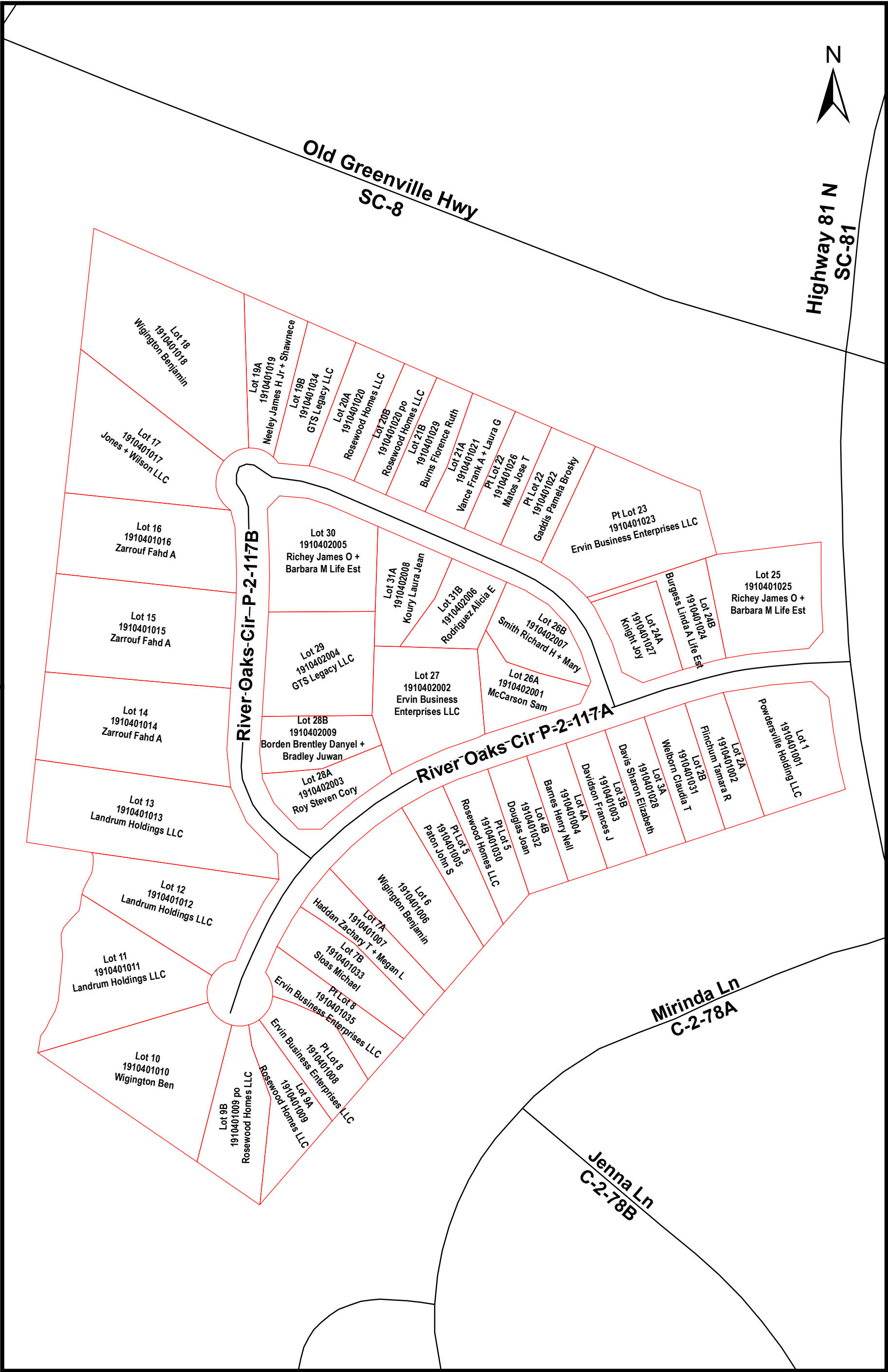
**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Lacey Croegaert**  
Clerk to Council

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

# Exhibit C



**ORDINANCE NO. 2022-010**

**AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4 CHAPTER 1 AND 29 AND TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [TO BE INSERTED BEFORE THIRD READING] AND [TO BE INSERTED BEFORE THIRD READING] IN CONNECTION WITH A NEW FACILITY IN ANDERSON COUNTY (THE “PROJECT”); THE PROVISION BY THE COUNTY OF CERTAIN OTHER SUPPORT OF THE PROJECT; AND MATTERS RELATING THERETO.**

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

**WHEREAS,** the County desires to induce [to be inserted before third reading] (the “*Company*”) and [to be inserted before third reading] (the “*Sponsor Affiliate*”) to locate a project, previously known as and referred to in an Inducement Resolution adopted by County Council on March 15, 2022 (the “*Inducement Resolution*”) as “Project Lifeboat” (the “*Project*”), in the County;

**WHEREAS,** pursuant to the Inducement Resolution, the County committed to enter into a fee agreement with the Company and the Sponsor Affiliate, such fee agreement to provide for payments of a fee-in-lieu of taxes with respect to the Project and for certain infrastructure credits against such payments;

**WHEREAS,** it is anticipated that the Project will represent an investment of approximately \$20,270,000 in new investments in the County by the Company and the Sponsor Affiliate, and the creation of approximately 60 new jobs (with average cash compensation of \$42.47 per hour) by the Company, all within the period ending December 31 of the fifth year after the first year in which any portion of the Project is first placed in service; and

**WHEREAS,** the County has determined: (i) pursuant to the FILOT Act and the Park Act, to enter into a fee agreement (the “*Fee Agreement*”) with the Company and the Sponsor Affiliate to provide for payments in lieu of *ad valorem* property taxes on the Project property and for certain infrastructure credits with respect to investment in the Project in order to help offset the costs of certain infrastructure improvements and of certain other investment qualifying under applicable sections of the Park Act and Title 4, Chapter 29, Code of Laws of South Carolina 1976, as amended; and (ii) to provide for certain other support for the Project as set forth in the Fee Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the County Council of Anderson County, South Carolina, as follows:

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

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

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

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

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

(e) The benefits of the Project are not speculative, and are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement attached hereto as Exhibit A are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the County Administrator of the County, acting together or alone, are hereby authorized to execute and the Fee Agreement in substantially the form attached as Exhibit A hereto or with such changes as may be approved by the Chairman of County Council and/or County Administrator, upon advice of counsel, their execution of such Fee Agreement to be deemed conclusive evidence of such approval.

Section 3. The Chairman of County Council and the County Administrator of the County are each hereby authorized to undertake any and all actions necessary or desirable to give effect to the intent of this Ordinance and the Fee Agreement. The execution and delivery by the Chairman of County Council and the County Administrator of the County, acting together or alone, of any and all documents and instruments necessary to give effect to this Ordinance and the Fee Agreement are hereby authorized and approved.

Section 4. Revenues generated for the applicable multicounty industrial park from payments by the Sponsor and Sponsor Affiliate of the amounts determined under the Fee Agreement and to be retained by the County (“Net Park Fees”) under the agreement governing such multicounty industrial park shall be distributed within the County in accordance with this Section, as follows:

(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 the County; and

(3) Remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the County portion of the multicounty 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 5. 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 6. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict only, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

[END OF ORDINANCE, EXECUTION PAGE TO FOLLOW]

ANDERSON COUNTY, SOUTH CAROLINA

BY: \_\_\_\_\_  
Tommy Dunn, Chairman of County Council

ATTEST:

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

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

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

Approved as to Form:

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

**EXHIBIT A**

Form of Fee Agreement

[see attached]

4858-8767-6428 v.5

**FEE AGREEMENT**

BETWEEN

**ANDERSON COUNTY, SOUTH CAROLINA**

AND

**[to be inserted before third reading]**

**AND**

**[to be inserted before third reading]**

DATED  
AS OF

\_\_\_\_\_, 2022



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## FEE AGREEMENT

THIS FEE AGREEMENT (this “Fee Agreement”) is made and entered into as of \_\_\_\_\_, 2022, by and between ANDERSON COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County; **[to be inserted before third reading]**, a limited partnership organized and existing under the laws of the State of Delaware (the “Company”), and **[to be inserted before third reading]**, **[a limited liability company]** organized and existing under the laws of the State of **[to be inserted before third reading]** (the “Sponsor Affiliate”).

### W I T N E S S E T H :

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a fee agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County desires to induce the Company to locate the Project (as defined in Section 1.3 hereof), previously known as and referred to in an Inducement Resolution adopted by County Council on \_\_\_\_\_, 2022 (the “Inducement Resolution”) as “Project Lifeboat,” in the County;

WHEREAS, pursuant to the Inducement Resolution, the County committed to enter into a fee agreement with the Company and the Sponsor Affiliate, such fee agreement to provide for payments of a fee-in-lieu of taxes with respect to the Project and for certain credits against such payments;

WHEREAS, it is anticipated that the Project will represent an investment of approximately \$20,270,000 in new investments in the County by the Company and the Sponsor Affiliate, and the creation of approximately 60 new jobs (with average cash compensation of \$42.47 per hour) by the Company, all within the period ending December 31 of the fifth year after the first year in which any portion of the Project was first placed in service;

WHEREAS, it is anticipated that the Company will operate the Project and own the personal property portion of the Project, and that the Sponsor Affiliate will own the real property portion of the Project and lease such portion to the Company;

WHEREAS, the Sponsor Affiliate will enter into a 2022 Lease Agreement (the “Lease”) with the Company, pursuant to which certain Project property will be constructed and will be leased by the Sponsor Affiliate to the Company on the terms and conditions set forth in the Lease;

WHEREAS, pursuant to an Ordinance (the “Ordinance”), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into this Fee Agreement with the Company which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof;

WHEREAS, under the provisions of the Infrastructure Law (as defined in Section 1.3 hereof), the County is authorized to use revenues received from payments of fees-in-lieu of taxes under the Infrastructure Law, the Act and/or the MCIP Law (as defined in Section 1.3 hereof) for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project or the County and for improved or unimproved real property used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, the County has committed, pursuant to the Inducement Resolution, to use a portion of the above aforementioned payments for the purpose of defraying the costs of certain Infrastructure Improvements (as defined in Section 1.3 hereof) used in the operation of the Project as permitted by the Infrastructure Law; and

WHEREAS, pursuant to the Act, the County finds that (i) it is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (ii) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, the County Council, having found pursuant to the Ordinance that the Infrastructure Improvements will serve the Project and, as a direct result of the acquisition thereof, assist the County in its economic development efforts by inducing the Company to locate a facility in the County, has adopted an Ordinance authorizing the County to enter into a fee agreement with the Company and the Sponsor Affiliate that provides for payments in lieu of taxes to be made with respect to the Project, and for a credit against such payments.

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

## **ARTICLE I DEFINITIONS**

**SECTION 1.1. *Waiver of Statutorily Required Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the Parties waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55 of the Act.

**SECTION 1.2. Rules of Construction; Use of Defined Terms.** Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document or statute shall include any amendments thereto, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or will be located in a Multi-County Industrial Park and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the Constitution of the State of South Carolina, 1895, as amended. With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments in-lieu-of taxes provided for in the MCIP Law.

**SECTION 1.3. Definitions.**

**“Act”** means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended.

**“Annual Credit”** means the credit described in Section 5.2(a) hereof, which credit is granted by the County to the Company and the Sponsor Affiliate for the purpose of defraying a portion of the cost of the Infrastructure Improvements pursuant to one or more of the Act, the Infrastructure Law and the MCIP Law.

**“Applicable Governmental Body”** means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

**“Chair”** means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

**“Clerk”** means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

**“Commencement Date”** means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

**“Company”** means [to be inserted before third reading] and its successors and assigns.

**“Company Affiliates”** means one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company.

**“County”** means Anderson County, South Carolina, and its successors and assigns.

**“County Administrator”** means the Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

**“County Council”** means the County Council of the County.

**“Documents”** means the Ordinance and this Fee Agreement.

**“DOR”** means the South Carolina Department of Revenue and any successor thereto.

**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

**“Event of Default”** means any Event of Default specified in Section 9.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee Agreement, between the County, the Company and the Sponsor Affiliate.

**“Fee Term”** means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.5 hereof.

**“Improvements”** means improvements to the Real Property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, substitutions and fixtures become part of the Project under this Fee Agreement.

**“Infrastructure Improvements”** means, in accordance with the Infrastructure Law, the Company’s and Sponsor Affiliate’s costs of designing, acquiring, constructing, improving or expanding (i) the infrastructure serving the County or the Project, and (ii) improved or unimproved real estate used in connection with the Project. Personal property shall not be included in the definition of Infrastructure Improvements for any purposes under this Fee Agreement, unless the Company provides written notice to the County that personal property is to be so considered.

**“Infrastructure Law”** means the provisions of Section 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and/or Section 12-44-70 of the Act.

**“Investment Period”** means the period beginning with the first day that economic development property for the Project is purchased or acquired, and ending on the last day of the fifth property tax year following the Commencement Date; provided, however, that if the Company and the Sponsor Affiliate invest at least \$20,270,000 by the last day of the fifth property tax year following the Commencement Date, then the Investment Period shall automatically be extended to end on the last day of the tenth property tax year following the Commencement Date.

**“Lease”** means the 2022 Lease Agreement to be entered into between the Company and the Sponsor Affiliate concerning Project property.

**“MCIP Law”** means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina, 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

**“Multi-County Industrial Park”** means an industrial or business park established by two or more counties acting under the provisions of the MCIP Law.

**“Ordinance”** means the Ordinance adopted by the County on \_\_\_\_\_, 2022, authorizing this Fee Agreement.

**“Parties”** means, collectively, the County, the Company and the Sponsor Affiliate, and **“Party”** means any one of the Parties.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made pursuant to Section 5.1 of this Fee Agreement.

**“Project”** means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. For purposes of this Fee Agreement, the Parties agree that Project property shall consist of such property so identified by the Company (directly or on behalf of the Sponsor Affiliate) or Sponsor Affiliate in connection with their annual filings with DOR of such forms and schedules as DOR may provide in connection with projects subject to the Act (as such filings may be amended or supplemented from time to time).

**“Real Property”** means the land identified on Exhibit A or B hereto and in the definition of **“Site”** hereunder, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement.

**“Replacement Property”** means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.3 hereof.

**“Site”** means the sites at which Project property is located in the County and shall include (i) the site of the Project as described in Exhibit A hereto and (ii) future sites in the County, which shall be noted on schedules or supplements to Exhibit B hereto; provided, that (A) any requirement that the Company provide such schedules or supplements with respect to future sites may be satisfied by the Company identifying such sites as part of the Company’s annual filing with DOR of such forms or schedules as DOR may provide in connection with projects subject to the Act, and (B) the millage rate applicable to each site (other than the sites identified on Exhibit A hereto, with respect to which the applicable millage rate hereunder shall be 332.67, as provided in Section 5.1(a) hereof), shall be with respect to each such site, a millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30, 2022.

**“Sponsor Affiliate”** means [to be inserted before third reading] and its successors and assigns. The Sponsor Affiliate is the fee owner of the Real Property and Improvements and will lease the Real Property and Improvements to the Company pursuant to the Lease.

**“Sponsor Affiliate Affiliates”** means one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Sponsor Affiliate.

**“Stage”** means the year in which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

**“State”** means the State of South Carolina.

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

## **ARTICLE II LIMITATION OF LIABILITY**

**SECTION 2.1. *Limitation of Liability.*** Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

## **ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 3.1. *Representations and Warranties of the County.*** The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.



(c) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(d) All consents, authorizations and approvals required on the part of the County, the State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(e) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable under present law against the County in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The County agrees that, subject to compliance with applicable laws, to the extent such property constitutes or qualifies as economic development property under the Act, each item of property comprising the Project shall be considered economic development property under the Act.

**SECTION 3.2. *Covenants by the County.*** The County covenants with the Company as follows:

(a) The County agrees to take such reasonable actions as may be requested by the Company in connection with the Project and in accordance with and pursuant to the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) The County shall be obligated to use its best efforts to ensure that the Project is placed in a Multi-County Industrial Park by December 31, 2022, and is thereafter at all times located in a Multi-County Industrial Park, for so long as may be necessary or appropriate for the Company and Sponsor Affiliate, or their respective, applicable successors in interest, to obtain and receive the benefit of all tax incentives and benefits to be provided under this Fee Agreement. If at any time the County anticipates that the Agreement establishing the Multi-County Industrial Park in which the Project is located may be terminated or may be modified so as to exclude all or part of the Project from the Park, the County shall immediately notify the Company of such potential termination or modification. The County shall use its best efforts to prevent such termination or modification.

**SECTION 3.3. *Representations and Warranties of the Company and Sponsor Affiliate.***

(a) The Company makes the following representations and warranties to the County:

(i) The Company is a limited partnership duly organized and validly existing under the laws of the State of Delaware. The Company has full limited partnership power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper action, has authorized the execution and delivery of the Documents to which it is a party.

(ii) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, rule, order or regulation to which the Company is now a party or by which it is bound.

(iii) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(iv) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(b) The Sponsor Affiliate makes the following representations and warranties to the County:

(i) The Sponsor Affiliate is a limited liability company duly organized and validly existing under the laws of the State of South Carolina. The Sponsor Affiliate has full limited liability company power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper action, has authorized the execution and delivery of the Documents to which it is a party.

(ii) To Sponsor Affiliate's knowledge, neither the execution and delivery of the Documents to which the Sponsor Affiliate is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, rule, order or regulation to which the Sponsor Affiliate is now a party or by which it is bound.

(iii) All consents, authorizations and approvals required on the part of the Sponsor Affiliate in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(iv) The Documents to which the Sponsor Affiliate is a party are (or, when executed, will be) legal, valid and binding obligations of the Sponsor Affiliate enforceable

against the Sponsor Affiliate in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

## **ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS**

### **SECTION 4.1. *The Project.***

(a) The Company or Sponsor Affiliate has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

(b) Pursuant to the Act, the Parties hereby agree that, to the extent it qualifies as such under the Act, the property comprising the Project shall be economic development property as defined under the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Company and the Sponsor Affiliate may place property into service at any time under this Fee Agreement.

**SECTION 4.2. *Diligent Completion.*** The Company and the Sponsor Affiliate agree to use their reasonable efforts to cause the acquisition, construction and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, neither the Company nor the Sponsor Affiliate shall be obligated to complete the acquisition of the Project.

**SECTION 4.3. *Modifications to Project.*** The County agrees that the Company, the Sponsor Affiliate (but only with the written consent of the Company), or both, may make or cause to be made from time to time any additions, modifications or improvements to the Project that they may deem desirable for their business purposes.

## **ARTICLE V PAYMENTS-IN-LIEU-OF-TAXES; ANNUAL CREDIT; DISPOSITION OF PROPERTY; REPLACEMENT PROPERTY; STATUTORY MINIMUM INVESTMENT; FEE TERM**

**SECTION 5.1 *Payments-in-Lieu-of-Taxes.*** The Parties acknowledge that under Article I, Section 3 of the Constitution of the State of South Carolina, 1895, as amended, the Project is to be exempt from *ad valorem* property taxes for so long as such property is subject to this Fee Agreement. However, the Company (on its own behalf and, pursuant to Section 5.6 hereof, on behalf of the Sponsor Affiliate) shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company (on its own behalf and, at its election pursuant to Section 5.6 hereof, on behalf of the Sponsor Affiliate) shall make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount not less than the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate equal to 332.67 mills. Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for the real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina, 1895, as amended, and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, 1976, as amended.

(c) The Company (on its own behalf and, at its election pursuant to Section 5.6 hereof, on behalf of the Sponsor Affiliate) shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with respect to the property tax year in which Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project. Notwithstanding any other provision of this Section, the County hereby agrees that in each applicable year, the Company automatically shall be entitled to receive and take a credit against such Payments-in-Lieu-of-Taxes in an amount equal to the Annual Credit as set forth in Section 5.2 hereof.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to subsections (a) and (b) above for a period not exceeding 30 years following the year in which such property was placed in service. Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to subsections (a) and (b) above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property

does not have to serve the same function as the property it is replacing; (v) Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b) above for the period of time remaining on the 30-year period for the property which it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

## **SECTION 5.2 *Annual Credit.***

(a) Pursuant to and subject to the provisions of this Section, the County shall provide an annual credit against Payments-in-Lieu of Taxes (the “Annual Credit”), calculated as follows:

For each of the first 25 years of Payments-in-Lieu of Taxes to be made under this Fee Agreement, the Annual Credit shall be provided in a dollar amount equal to the following percentages of such Payments-in-Lieu-of-Taxes:

- 95% for years 1-5;
- 90% for years 6-10;
- 85% for years 11-15;
- 60% for years 16-20; and
- 50% for years 21-25.

The County is providing the Annual Credit for the purpose of defraying a portion of the cost of the Infrastructure Improvements.

(b) The Annual Credit may be reduced to a percentage lower than the percentages set forth in subsection (a)(1) above in the following circumstances:

- (1) If the minimum number of new jobs (60 jobs paying an average hourly compensation of \$42.47) and/or the minimum capital investment (\$20,270,000) are not in place by the end of the fifth year after the Project is placed in service, the year 6 Annual Credit of 90% will be reduced to 50%.
- (2) If subsection (b)(1) above becomes applicable, and then the minimum number of new jobs (60 jobs paying an average hourly compensation of \$42.47) and the minimum capital investment (\$20,270,000) are in place at either the end of the sixth, or, if not the sixth, the seventh year after the Project is placed in service, then beginning with the following year, the Annual Credit shall return to its original amounts as set forth in subsection (a) above, although no portion of the Annual Credit lost during the sixth or seventh year, as applicable, may be recaptured. If, on the other hand, the minimum number of new jobs (60 jobs

paying an average hourly compensation of \$42.47) and the minimum capital investment (\$20,270,000) are not in place by the end of the seventh year after the Project is placed in service, then the 50% Annual Credit shall apply for the remainder of the term of the Annual Credit (i.e., through year 25), rather than the higher Annual Credit percentages set forth in subsection (a) above.

(c) For all purposes of determining the amount of investments made or maintained under this Section, the property counting towards the \$20,270,000 minimum investment can be placed in service by the Company, the Sponsor Affiliate, Sponsor Affiliate Affiliates, or Company Affiliates. This minimum investment requirement may be satisfied by the Company and the other entities referenced above on an aggregate basis. For purposes of determining whether this minimum investment requirement has been met and for purposes of determining any other minimum investment requirements under this Section, all investments shall be counted without regard to depreciation..

(d) Notwithstanding anything in this Fee Agreement to the contrary, the Annual Credit shall be available under this Section only to the extent that, as of the date that any Annual Credit is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of (i) any Annual Credit previously provided and (ii) any Annual Credit to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

(e) To the extent the Infrastructure Credit is used to pay for the cost of personal property and the removal of such personal property results in a penalty pursuant to Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina, 1976, as amended, the Sponsor and any Sponsor Affiliate shall be entitled to an additional Annual Credit against any remaining Payments-in-Lieu of Taxes to be made under this Fee Agreement after the date of such removal.

### ***SECTION 5.3 Disposal of Property; Replacement Property.***

(a) In any instance where the Company, in its sole discretion, or Sponsor Affiliate, in its sole discretion (and with the Company's written consent), determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company or Sponsor Affiliate (as may be applicable) may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the provisions of Section 5.1(d) hereof and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company may, in its sole discretion, and the Sponsor Affiliate may (but only with the Company's written consent) replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to subsection (a) above. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property to the greatest extent permitted by the Act.

#### **SECTION 5.4 *Statutory Minimum Investment.***

(a) Section 12-44-130 of the Act requires certain minimum aggregate (\$5 million) or individual (\$2.5 million) investment in the Project by the end of the statutory investment period. If the Company and/or the Sponsor Affiliate do not timely meet the minimum investment level required under Section 12-44-130 of the Act, then this Fee Agreement shall terminate and the Company (as applicable, on behalf of itself and the Sponsor Affiliate) shall make the payments to the County required by Section 12-44-140(B) of the Act.

(b) If at any time during the term of this Fee Agreement following the period of time in which the Company and the Sponsor Affiliate must make the minimum investment required under the Act, the Company's and/or the Sponsor Affiliate's investment based on income tax basis without regard to depreciation falls below both the aggregate total and the minimum individual investment required under the Act, then the Company and/or the Sponsor Affiliate, as the case may be, will no longer qualify for the Payments-in-Lieu-of-Taxes provided under subsection (a) above, in accordance with Section 12-44-140(C) of the Act.

**SECTION 5.5 *Fee Term.*** With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year in which such Stage is placed in service through the last day of the property tax year which is the thirtieth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the thirtieth installment of Payments-in-Lieu-of-Taxes with respect to the last Stage of the Project in accordance with Section 5.1 hereof, or (b) exercise by the Company of the option to terminate pursuant to Section 10.1 hereof.

**SECTION 5.6 *Certain Sponsor Affiliate Payment Matters.*** The County hereby agrees that the Company shall have the right, but not the obligation, to make all Payments-in-Lieu-of-Taxes on behalf of the Sponsor Affiliate under this Fee Agreement, in accordance with the applicable obligations of the Company and the Sponsor Affiliate under the Lease, and the County shall accept all Payments-in-Lieu-of-Taxes made hereunder by the Company (regardless of whether or not such payments are specifically designated as being on behalf of the Sponsor Affiliate).

### **ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT**

**SECTION 6.1. *Protection of Tax Exempt Status of the Project.*** In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State or any political subdivision thereof, the Parties covenant that:

(a) all right and privileges granted to any Party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control; and

(b) the Parties have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which they have control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State in which any part of the Project is located, provided, however, that the Company may terminate this Fee Agreement as provided in Section 10.1 hereof.

**SECTION 6.2. *Rescission in the Event of Termination.*** In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof is subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 11.3 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

## **ARTICLE VII EFFECTIVE DATE**

**SECTION 7.1. *Effective Date.*** This Fee Agreement shall become effective as of the date first written above.

## **ARTICLE VIII SPECIAL COVENANTS**

**SECTION 8.1. *Confidentiality/Limitation on Access to Project.*** The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's operations, would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and except as operating for other purposes in its sovereign capacity (such as for such routine health and safety purposes as would be applied to any other industrial facility in the County), neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, in particular, Title 30, Chapter 4, of the Code of Laws of South



Carolina, 1976, as amended, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

## **SECTION 8.2. *Indemnification Covenants.***

(a) The Company shall and agrees to indemnify and hold the County and its County Council members, officers, agents and employees (collectively, the “Indemnified Parties”) harmless from and against the cost of any litigation (including reasonable attorneys’ fees) initiated by a third party against any of the Indemnified Parties, and any other loss, damage or liability incurred by the Indemnified Parties, to the extent relating to this Fee Agreement, except to the extent that such litigation, loss, damage or liability arises from the negligent act or omission, or willful misconduct, of any of the Indemnified Parties; provided, however, that the Company’s liability pursuant to this indemnification provision shall be limited by the provisions of the South Carolina Tort Claims Act, Section 15-78-10 et seq. of the Code of Laws of South Carolina, 1976, as amended, to the extent those provisions provide full or limited immunity to governmental parties from third party claims and prohibit recovery of punitive or exemplary damages. With the consent of the County, which shall not be unreasonably withheld, the Company may, at its own expense, defend the County and its officers, agents and employees in any such action or proceeding. The Parties agree that, if and to the extent that the Company or the Sponsor Affiliate or any of their contractors, agents, officers or employees, or any of their insurers, make any payment to any of the Indemnified Parties pursuant to this Section for reasons other than an action or failure to act by the Company, the Sponsor Affiliate, or any of their contractors, agents, officers or employees, the Council will, upon request by the Company, reasonably cooperate with and support any efforts by the Company or the Sponsor Affiliate or any of their contractors, agents, officers or employees, or any of their insurers, to recover from such third party some or all of such payment.

(b) The provisions of this Section shall survive termination or expiration of this Fee Agreement.

**SECTION 8.3. *Assignment and Leasing.*** With the County’s consent, approval or ratification, which shall not be unreasonably withheld, any of the Company’s or the Sponsor Affiliate’s interest in Project property and/or this Fee Agreement may be transferred or assigned by the Company or the Sponsor Affiliate, or any assignee of the foregoing, to any other entity in accordance with the Act; provided, however, that such consent is not required in connection with financing-related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly consents and agrees in advance to any transfer or assignment by the Company or the Sponsor Affiliate to each other and to any Company Affiliates or Sponsor Affiliate Affiliates of any interest in Project property or this Fee Agreement. Any equity or ownership interest in the Company or the Sponsor Affiliate may be sold, disposed, reorganized or

otherwise transferred, without the consent of, or the requirement of any notice to, any of the Parties. The County agrees that the County Council can provide any required consent, approval or subsequent ratification to any transfer or assignment by a resolution of County Council or by a letter or other writing executed by the County Administrator. A transaction or an event of sale, assignment, leasing, transfer of an interest herein, or disposal or replacement of all or part of the Project (i) shall not be a termination of this Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act, except as otherwise required by the Act, and (ii) shall not constitute a termination or modification of the Lease or the respective rights and obligations of the Company and the Sponsor Affiliate thereunder.

## **ARTICLE IX EVENTS OF DEFAULT AND REMEDIES**

**SECTION 9.1. *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company or Sponsor Affiliate, as may be applicable, shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company or Sponsor Affiliate, as may be applicable, shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or Sponsor Affiliate (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company and Sponsor Affiliate by the County or such additional time as may be reasonably necessary under the particular circumstances so long as the Company or Sponsor Affiliate, as may be applicable, commences to cure such default within such 30-day period and thereafter diligently pursues such cure to completion and further provided that if by reason of "*force majeure*" as hereinafter defined the Company or Sponsor Affiliate, as may be applicable, is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or Sponsor Affiliate, as may be applicable, is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the Parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies or of terrorists; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; pandemics; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company and Sponsor Affiliate made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

**SECTION 9.2. Remedies on Default by the Company or Sponsor Affiliate.** Whenever any Event of Default shall have happened and be subsisting, the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due or to enforce performance and observance of any obligation, agreement or covenant of the Company and Sponsor Affiliate, under the Documents. Although the Parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes. Notwithstanding anything to the contrary set forth in this Fee Agreement, the Parties acknowledge that the County shall not under any circumstances have the right to terminate the Lease or modify the rights and obligations of the Company or the Sponsor Affiliate thereunder.

**SECTION 9.3. Remedies on Default by the County.** In the event of a breach by the County of any provision contained in this Fee Agreement, the Company and the Sponsor Affiliate may take whatever action at law or in equity may appear legally required, necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the County under the Documents.

**SECTION 9.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County, the Company, or the Sponsor Affiliate is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 9.5. Failure to Achieve or Maintain Minimum Investment or Jobs.** Notwithstanding anything in this Article IX or otherwise in this Fee Agreement to the contrary, any failure to achieve or maintain any minimum investment or job level set forth in this Fee Agreement (other than the statutory minimum investment requirement set forth in Section 5.4 hereof) shall not constitute an Event of Default, and therefore no remedy relating to an Event of Default shall be available as a result of such failure, but the provisions of Section 5.2(b) hereof shall apply and may result in a diminution of the benefits otherwise provided under Section 5.2(a) hereof.

**SECTION 9.6. No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by any Party and thereafter waived by another Party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

## **ARTICLE X OPTION OF THE COMPANY**

**SECTION 10.1. Option to Terminate.** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least

30 days notice to the County, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company and the Sponsor Affiliate will no longer be entitled, with respect to the Project or such portion thereof as is so terminated from inclusion in the Project, to make the Payments-in-Lieu-of-Taxes on such property as provided in Section 5.1 of this Fee Agreement but shall instead become liable, prospectively but not retroactively, for ad valorem property taxes on such property, as well as for amounts already due and owing under this Fee Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(c), or, if the termination is of the entire Project, then within 120 days of termination.

## **ARTICLE XI MISCELLANEOUS**

### **SECTION 11.1. *Notices; Timing of Certain Sponsor Affiliate Notices and Payments.***

(a) All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by overnight mail to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this subsection:

If to the Company:

**[to be inserted before third reading]**

With a Copy to

**[to be inserted before third reading]**

And

Nelson Mullins Riley & Scarborough  
1320 Main Street  
17th Floor  
Columbia, SC 29201  
Attention: George B. Wolfe, Esquire

If to the Sponsor Affiliate:

**[to be inserted before third reading]**

With a Copy to

**[to be inserted before third reading]**

And

Nelson Mullins Riley & Scarborough  
1320 Main Street  
17th Floor  
Columbia, SC 29201  
Attention: George B. Wolfe, Esquire

If to the County:

Anderson County, South Carolina  
101 South Main Street  
Anderson, SC 29621  
Attention: County Administrator

With a copy to:

Anderson County Office of Economic Development  
1428 Pearman Dairy Road  
Anderson, SC 29625

And

Anderson County Attorney  
101 South Main Street  
Anderson, SC 29621

Whenever the County provides any notice under this subsection to either the Company or the Sponsor Affiliate, the County shall provide a copy of such notice to the other Party, and whenever the Company or the Sponsor Affiliate provides any notice under this subsection to the County, the Party providing such notice shall provide a copy of such notice to the other Party.

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; and (2) by overnight mail upon delivery.

(b) All Project-related notices or other written communications received by the Sponsor Affiliate from the County, the County Council, the County Assessor, the County Auditor, the County Treasurer, or DOR, or from any member, officer, employee or agent of any of the foregoing, concerning Payments-in-Lieu-of-Taxes, *ad valorem* property taxes, or any other taxes, shall within five (5) Business Days of the Sponsor Affiliate's receipt thereof be delivered personally or sent by overnight mail by the Sponsor Affiliate to the Company at the addresses set forth in subsection (a) of this Section. In addition, the Sponsor Affiliate shall timely make all filings concerning and payments of Project-related Payments-in-Lieu-of-Taxes, *ad valorem* property taxes, and other taxes.

**SECTION 11.2. *Binding Effect.*** This Fee Agreement shall inure to the benefit of and shall be binding upon the County, the Sponsor Affiliate (only to the extent specifically provided herein) and the Company and their respective successors and assigns.

**SECTION 11.3. *Rescission and Severability.*** In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety by any court of competent jurisdiction, the Parties hereby agree that, except as the final judicial decision may otherwise require, the Company and Sponsor Affiliate shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the Parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided to the Company and Sponsor Affiliate hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapters 12 and 29 of Title 4, Code of Laws of South Carolina, 1976, as amended.

**SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.*** Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

**SECTION 11.5. *Amendments, Changes and Modifications.*** Unless otherwise specified in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company; provided, however, no right or obligation of the Sponsor Affiliate under this Fee Agreement may be amended, changed, modified, altered or terminated without the written consent of the Sponsor Affiliate.

**SECTION 11.6. *Execution of Counterparts.*** This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument and all of which together shall constitute but one and the same document. The parties anticipate executing and delivering signed originals of this Fee Agreement; provided, however, that if any signature is delivered through authenticated electronic signature technology (e.g., DocuSign, Adobe Sign, etc.), by facsimile transmission, or by e-mail delivery of a PDF or similar format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such authenticated electronic signature technology, facsimile, or PDF signature page were an original hand-written signature, including for purposes of validity, enforceability and admissibility of this Fee Agreement or any part hereof.

**SECTION 11.7. *Law Governing Construction of Fee Agreement.*** The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

**SECTION 11.8. *Filings.*** The Company shall cause a copy of this Fee Agreement to be filed with the County Auditor, the County Assessor, the County Treasurer and DOR within 30 days after the date of execution and delivery hereof.

**SECTION 11.9. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**SECTION 11.10. *Further Assurances/Instruments.*** From time to time the County agrees to execute and deliver to the Company or the Sponsor Affiliate such additional assurances and/or instruments as the Company or the Sponsor Affiliate may reasonably request to effectuate the purposes of this Fee Agreement.

**SECTION 11.11. *No Effect on Lease.*** The Company, Sponsor Affiliate and County agree that nothing set forth in this Fee Agreement shall in any way be deemed to amend, change, modify or alter the Lease.

**SECTION 11.12. *Legal Fees.*** The Company will bear the cost of the third-party legal fees incurred by the County in connection with the Documents and related documents and matters; provided, however, that the total cost of such fees to be paid by the Company shall in no event exceed \$7,000.

IN WITNESS WHEREOF, ANDERSON COUNTY, SOUTH CAROLINA, **[to be inserted before third reading]**, and **[to be inserted before third reading]** each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chair, Anderson County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**[to be inserted before third reading]**

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

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

**[to be inserted before third reading]**

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

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



**EXHIBIT A  
DESCRIPTION OF SITE**

**[Address and/or tax map number to be inserted before third reading]**

**EXHIBIT B**  
**DESCRIPTION OF SUPPLEMENTAL SITES**

On or about May 15th of each year during the term of this Fee Agreement, the Company shall, in the event that it elects to add to or relocate any site in the County during the calendar year ending the preceding December 31, provide a schedule or supplement reflecting such added or relocated site, which schedule or supplement shall become part of this Fee Agreement; provided, that such requirement that the Company provide such schedule or supplement may be satisfied by the Company's identification of such additional or relocated site as part of the Company's annual filing with DOR of such comparable form or schedule as DOR may provide in connection with projects subject to the Act.

**ORDINANCE NO. 2022-011**

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

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

**WHEREAS**, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated \_\_\_\_\_, 2022 (the “*Inducement Agreement*”) with [PROJECT YELL], a \_\_\_\_\_ (the “*Company*”) (which was known to the County at the time as “*Project Yell*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

**WHEREAS**, the Company has represented that the Project will involve an investment of approximately \$6,000,000 in the County and the expected creation of eighty (80) new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ENACTED** in meeting duly assembled this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

Attest:

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

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

Approved as to form:

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

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

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, 20\_\_, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

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

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

[PROJECT YELL]

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

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

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

<b>Company Name:</b>	<i>To be provided</i>	<b>Project Name:</b>	<b>Project Yell</b>
<b>Projected Investment:</b>	<b>\$6,000,000</b>	<b>Projected Jobs:</b>	<b>80</b>
<b>Location (street):</b>	<i>To be provided</i>	<b>Tax Map No.:</b>	<i>To be provided</i>
<b>1. FILOT</b>			
Required Investment:	\$6,000,00,00	Required Jobs:	80
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	332.07 mills	Net Present Value (if yes, discount rate):	
Clawback information:			
<b>2. MCIP</b>			
Included in an MCIP:	To be included in Anderson/Greenville Park (2010)		
If yes, Name & Date:			
<b>3. SSC</b>			
Total Amount:			
No. of Years	10 years		
Yearly Increments:	60% years 1-5; 40% years 6-10		
Clawback information:	If the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both not made during the Standard Investment Period, the SSC is reduced to 20% for years 6-10; if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both made by the 7 <sup>th</sup> year, the SSC will return to 40% for years 8-10.		
<b>4. Other information</b>			

## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2022 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the “*Company*”).

### RECITALS

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

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture of custom automation equipment and related products.

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

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

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

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

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

## ARTICLE I

### DEFINITIONS

#### Section 1.01    Definitions

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

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

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

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

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

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

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

***“Contract Minimum Investment Requirement”*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$6,000,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

***Contract Minimum Jobs Creation Requirement”*** shall mean, with respect to the Project, eighty (80) new full-time jobs (with benefits) with average wages at or exceeding \$22.64 per hour; such jobs being in addition to the current forty (40) full-time jobs in the County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Section 1.02    Project-Related Investments

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

[End of Article I]



## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 332.07 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2022, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

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

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

(a) The Company is organized and in good standing under the laws of the State of \_\_\_\_\_, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a distribution/manufacturing facility, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

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

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

## ARTICLE III

### COMMENCEMENT AND COMPLETION OF THE PROJECT

#### Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Contract Minimum Jobs Creation Requirement, all within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

#### Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

#### Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

**ARTICLE IV**  
**FILOT PAYMENTS**

Section 4.01     FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 332.07 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

#### Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of ten (10) consecutive years in an amount equal to sixty percent (60%) for years 1 through 5 and forty percent (40%) for years 6 through 10 of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

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

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

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

(g) All fee-in-lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to current MCIP property shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the MCIP Agreement. All fee-in lieu of *ad valorem* taxes pursuant to the agreement received by the County for MCIP premises located in the County attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of special source credits provided by the County pursuant to Section 4-1-175 (“Net Park Fees”) as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County’s portion of the MCIP in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

#### Section 4.03 Failure to Achieve Minimum Investment and Jobs Creation Requirement

(a) Should the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement not be met by the Company by the end of the Standard Investment Period, any subsequent Special Source Credits shall be reduced to twenty percent (20%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement; except, however, if the Contract Minimum Investment Requirement and the Contract Minimum Jobs Creation Requirement are both met by the end of the seventh (7<sup>th</sup>) tax year following the Commencement Date, then the Special Source Credits going forward shall return to forty percent (40%) for years 8 through 10. Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement or the Contract Minimum Jobs Creation Requirement by the end of the Standard Investment Period shall not be recoverable by the Company or its Sponsor Affiliates.

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

#### Section 4.04 Removal of Equipment

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

removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

#### Section 4.05     FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

## ARTICLE V

### PARTICULAR COVENANTS AND AGREEMENTS

#### Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

#### Section 5.02 Rights to Inspect

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

#### Section 5.03 Confidentiality

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



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

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

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

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

#### Section 5.06    Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the

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

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

#### Section 5.07 Qualification in State

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

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

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

#### Section 5.09 Assignment, Leases or Transfers

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

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

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

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

#### Section 5.10 Administration Expenses

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

#### Section 5.11 Priority Lien Status

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

#### Section 5.12 Interest; Penalties

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

#### Section 5.13 Sponsor Affiliates

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

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01 Events of Default

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

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

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

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

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

#### Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

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

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

#### Section 6.04 No Waiver

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

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    Notices

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

If to the Company:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

Nexsen Pruet, LLC  
Attn: James K. Price  
104 South Main Street, Suite 900  
Greenville, South Carolina 29601

If to the County:

Anderson County  
Attn: County Administrator  
P.O. Box 8002  
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney  
P.O. Box 8002  
Anderson, South Carolina 29622-8002

Section 7.02    Binding Effect

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

### Section 7.03    Counterparts

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

### Section 7.04    Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

### Section 7.05    Headings

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

### Section 7.06    Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

### Section 7.07    Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

### Section 7.08    Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

### Section 7.09    Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto



(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10    Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11    Waiver

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

Section 7.12    Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 7.13    Facsimile/Scanned Signatures

The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

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

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

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

ATTEST:

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

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

[PROJECT YELL]

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[Insert legal description here]**

**EXHIBIT B**

**INVESTMENT AND JOBS CREATION CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2022 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

(3) The number of new, full-time jobs created at the Project since \_\_\_\_\_, 20\_\_ (the beginning date of the Investment Period) is \_\_\_\_\_ persons and their average wage exceeds \$22.64 per hour. The total number of employees of the Company at the Project as of December 31, 20\_\_ is \_\_\_\_\_.

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

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

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

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2022 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

(3) Of the total amount set forth in (2) above, \$ \_\_\_\_\_ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

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

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

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

## **Ordinance #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.

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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

**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.

**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 \_\_\_\_\_ 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: April 5, 2022

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

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

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

**ORDINANCE NO.: 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 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 \_\_\_\_\_ 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: April 5, 2022

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

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

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

## **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]

## **RESOLUTION R2022-020**

### **A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF WALTER CHAMBLEE ROAD DESIGNATED AS C-09-0281; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Walter Chamblee Road (the “Road”) is currently an asphalt Anderson County (the “County”) public road, designated as Anderson County Road C-09-0281; and,

**WHEREAS**, the Road extends 815 feet from Hillhouse Road and exists on two parcels of property identified as Anderson County tax map numbers 71-00-06-001 and 71-00-06-002 all of which have common ownership, as shown on the map prepared by Anderson County Roads and Bridges Department on February 10, 2022 attached hereto as **Exhibit A** and incorporated herein by reference;

**WHEREAS**, the property owners (hereinafter collective the “Petitioners”) have requested that the County abandon said Road in order to deter unsolicited activities and theft. The Petition is attached hereto as **Exhibit B** and incorporated herein by reference;

**WHEREAS**, the County has complied with all of its Ordinances and Regulations pertaining to cessation of County maintenance and County consent to judicial abandonment and closure of County public roads, in the case of the above referenced Road;

**WHEREAS**, none of the procedures undertaken by the County have revealed or reflected a need for said Road to remain under County maintenance or to remain a public road, and the County staff have recommended that the County consent to the requested abandonment and judicial closure; and

**WHEREAS**, Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) desires to express its intent to cease County maintenance on, and to authorize County consent to judicial abandonment and closure of the Road.

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of Walter Chamblee Road (C-09-0281) by the property owners.
2. In the event Walter Chamblee Road is closed by a Judicial Order, the county shall immediately cease all maintenance of this Road.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

**RESOLVED** this 5th day of April 2022, in meeting duly assembled.

**ATTEST:**

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Rusty Burns  
Anderson County Administrator

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Tommy Dunn, Chairman  
Anderson County Council

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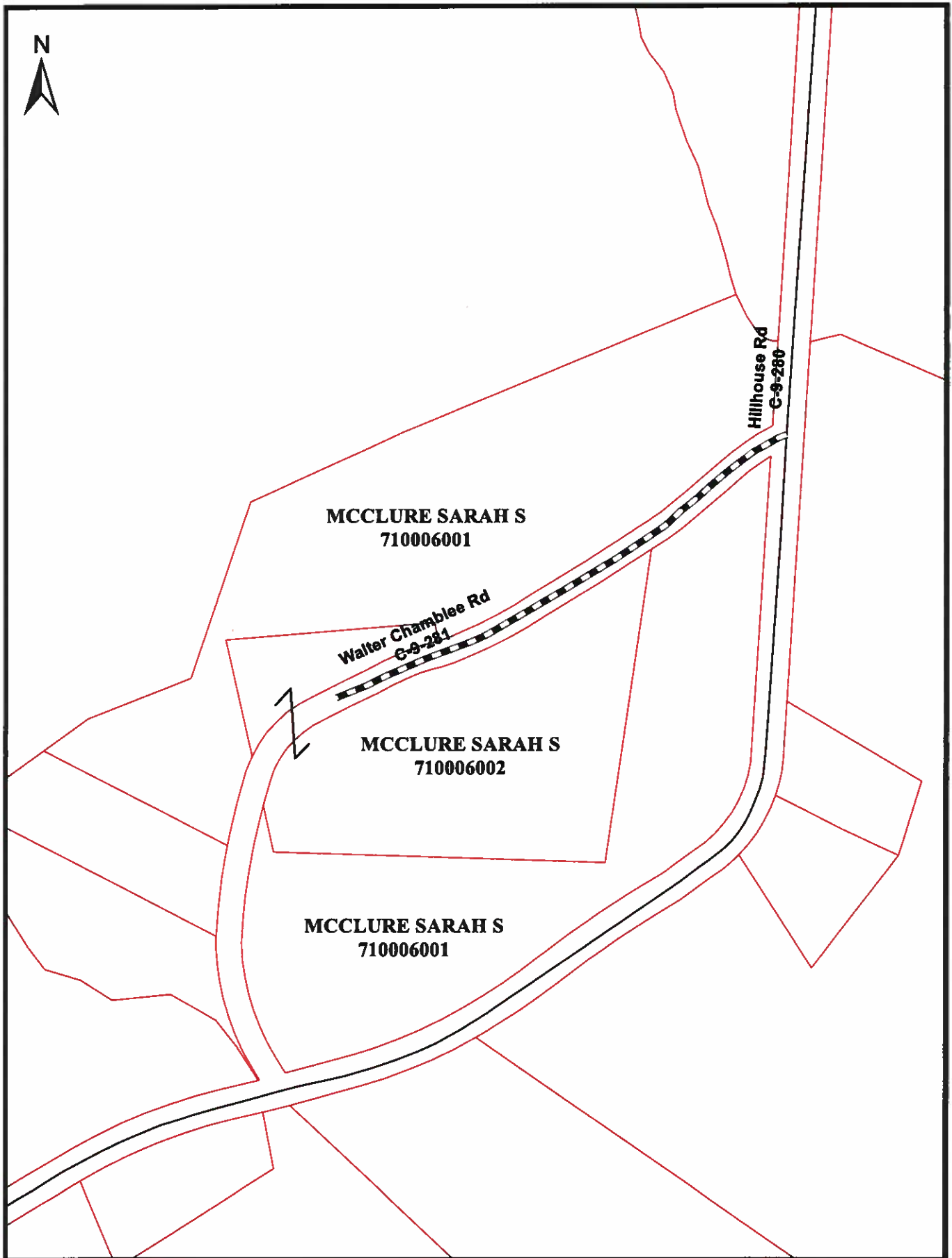
Renee Watts  
Anderson County Clerk to Council

**APPROVED AS TO FORM:**

---

Leon C. Harmon  
Anderson County Attorney

# Exhibit A





# MEMORANDUM

## ROADS AND BRIDGES DEPARTMENT

**DATE:** March 28, 2022

**TO:** Mr. Rusty Burns  
County Administrator

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

**SUBJECT:** Proposed abandonment of Walter Chamblee Road, C-09-0281  
Council District Five

Please find attached information regarding the proposed abandonment of Walter Chamblee Road. Property owner has requested abandonment to deter unsolicited activities and theft.

A signed petition by the landowner is enclosed. Owner was provided a copy of Anderson County Ordinance regarding abandonment and closure of public roads policies and procedures and notified in writing of their responsibilities for obtaining legal title to the road if Council approves abandonment by resolution.

Notification signs were posted on the road on February 25, 2022. Signs were in place for 30 days on March 27, 2022.

Notification of the proposed abandonment was mailed to Emergency Service providers and Anderson School District Five Transportation Department. Anderson School District has no issue with the road abandonment. They do not utilize this road for buses. No response was received from Emergency Services.

Our department has conducted a thorough investigation of this road.

- Public notification signs were posted for 30 days
- There were no inquiries
- Section of road is in general public use
- Road runs from Hillhouse Road to dead end
- The asphalt road is 815 linear feet and 14 feet wide
- Prescriptive right-of-way
- Average Daily Traffic Count is 6 cars per day

With the information provided, I recommend Anderson County abandon interest in Walter Chamblee Road.

**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 D. Watts**  
Clerk to Council

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





# MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

Photographs and location map are enclosed for your convenience.

Enclosures

Sincerely,

**Matt Hogan**

**Tommy Dunn**  
Chairman, District 5

**Ray Graham**  
V. Chairman, District 3

**Craig Wooten**  
Council District 1

**Gracie Floyd**  
Council District 2

**Tom Allen**  
Council District 4

**Ken Waters**  
Council District 6

**Cindy Wilson**  
Council District 7

**Renee D. Watts**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA

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



## Anderson County Roads & Bridges

735 Michelin Boulevard, Anderson, SC 29625  
(864) 260-4190

### Roadway Abandonment Petition

\*Only one signature per household will be counted

Date: 2/9/22

I am the Contact Person for this road and will be responsible for the expedition of information between the Anderson County Roads & Bridges Engineering Section and the landowners on the proposed road.

Name: Sarah McClure (Hubert McClure)  
Mailing Address: 101 Walter Chamblee Rd  
City: Anderson State: SC Zip: 29626  
Telephone #: 864 356 3874  
Road Name: Walter Chamblee Rd.

Reason for abandonment: was in the system for  
Dairy business 1972-81. No need  
for it so bc a road now. Current  
Criminal Activity warrant A more secure  
in let.

We, the undersigned landowners, do petition Anderson County Roads & Bridges to abandon the road, or portion of road, named above.

Signature (Do not print)	Print Name	Address	Phone Number
<u>Sarah McClure</u>	<u>Sarah McClure</u>	<u>101 Walter Chamblee Rd</u>	
			<u>864 356</u>
			<u>3874</u>

## **Walter Chamblee Road, C-9-281 - Abandonment**

### **View from Hillhouse Road**



### **View from end of road**





February 10, 2022

Jimmy Ray Sutherland, Fire Chief  
Anderson County Fire Department  
210 McGee Road  
Anderson, South Carolina 29625

Dear Chief Sutherland:

This letter is to inform you that we have received a request to abandon Walter Chamblee Road, C-9-281 due to vagrant activities.

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at [wmhogan@andersoncountysc.org](mailto:wmhogan@andersoncountysc.org) if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT  
Roads and Bridges Manager

**Tommy Dunn**  
Chairman, District 5

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

**Ray Graham**  
Council District 3

**Cindy Wilson**  
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Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)



**Jill Diagostino**

---

**From:** Matt Hogan  
**Sent:** Thursday, February 17, 2022 11:26 AM  
**To:** Jill Diagostino  
**Subject:** FW: ABANDONMENT OF WALTER CHAMBLEE ROAD

**From:** Webb, Darryl <DarrylWebb@anderson5.net>  
**Sent:** Thursday, February 17, 2022 11:14 AM  
**To:** Matt Hogan <wmhogan@andersoncountysc.org>  
**Subject:** ABANDONMENT OF WALTER CHAMBLEE ROAD

**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.

**Mr. Hogan:**

**I received your letter regarding the abandonment of Walter Chamblee Road. We do not have any buses traveling this road. Please let me know if you need any additional information from me regarding this matter.**

**Sincerely,**

*Darryl K. Webb*

**Darryl K. Webb**

**Director of Transportation**

**Anderson School District Five**

**Phone: (864)260-5000 (ext 10137)**

**Fax: (864)260-4343**

**Email: [darrylwebb@anderson5.net](mailto:darrylwebb@anderson5.net)**

**"WE ARE PROUD OF OUR PROFESSIONALS WHO SAFELY TRANSPORT OUR PRECIOUS CARGO"**



February 10, 2022

Fire Chief Craig Merk  
Center Rock Fire Department  
5125 Dobbins Bridge Road  
Anderson, South Carolina 29626

Dear Chief Merk:

This letter is to inform you that we have received a request to abandon Walter Chamblee Road, C-9-281 due to vagrant activities.

We would appreciate as to how, if any, this closure might impact emergency vehicle response to neighboring citizens. A response from you within 30 days regarding this matter would be greatly appreciated. If this closure has no effect, we will proceed with the abandonment process.

Thank you in advance for your assistance with this matter. You may contact me via email at [wmhogan@andersoncountysc.org](mailto:wmhogan@andersoncountysc.org) if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT  
Roads and Bridges Manager

**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

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**Jimmy Davis**  
Council District 6

**Renee D. Watts**  
Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)



February 10, 2022

Darryl K. Webb, Director of Transportation  
Anderson County School District Five  
PO Box 439  
Anderson, South Carolina 29622

Dear Mr. Webb:

This letter is to inform you that we have received a request to abandon Walter Chamblee Road, C-9-281 due to vagrant activities.

We would appreciate your input as to how, if any, this closure might impact bus routing on this road. We would appreciate a response within 30 days.

Thank you in advance for your assistance with this matter. You may contact me via email at [wmhogan@andersoncountysc.org](mailto:wmhogan@andersoncountysc.org) if you desire.

Sincerely,

Matt Hogan | ROADS AND BRIDGES DEPARTMENT  
Roads and Bridges Manager

**Tommy Dunn**  
Chairman, District 5

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

**Ray Graham**  
Council District 3

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SOUTH CAROLINA

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Clerk to Council

**Rusty Burns** | County Administrator  
[rburns@andersoncountysc.org](mailto:rburns@andersoncountysc.org)

## **RESOLUTION NO. R2022-021**

### **A RESOLUTION AUTHORIZING AND APPROVING THE ASSIGNMENT AND ASSUMPTION OF (I) AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT, AND (II) AN EXISTING SPECIAL SOURCE REVENUE CREDIT AGREEMENT, EACH BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND ABB MOTORS AND MECHANICAL INC. (F/K/A BALDOR ELECTRIC COMPANY); AND OTHER MATTERS RELATED 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; 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**, ABB Motors and Mechanical Inc. (f/k/a Baldor Electric Company), a corporation incorporated under the laws of the State of Missouri (“Assignor”), and the County are party to : (i) that certain Fee in Lieu of Tax and Incentive Agreement dated as of December 20, 2013 (the “FILOT Agreement”), wherein the County agreed to provide certain incentives with respect to certain real and personal property more particularly described in the FILOT Agreement (collectively, the “FILOT Property”); and, (ii) that certain Special Source Revenue Credit Agreement dated as of December 20, 2013 (the “SSRC Agreement”), wherein the County agreed to provide certain Special Source Credits against FILOT payments due with respect to certain real and personal property more particularly described in the SSRC Agreement (collectively, the “Existing Non-FILOT Property”); and

**WHEREAS**, Assignor previously conveyed to DODGE Mechanical Power Transmission Company Inc., a corporation incorporated under the laws of the State of Delaware (“Assignee”), on or about November 1, 2021 (the “Conveyance Date”), title to any and all real and/or personal property subject to the FILOT Agreement and/or the SSRC Agreement, including the FILOT Property and the Existing Non-FILOT Property, as of the Conveyance Date (collectively, the “Transferred Property”), pursuant to one or more transactions as well as certain documentation relating to the purchase, sale, and conveyance of the Transferred Property; and

**WHEREAS**, Assignor and Assignee desire to enter into, with each other and with the County, that certain Assignment and Assumption Agreement (the “Assignment”), wherein and whereby Assignor shall assign to Assignee, and Assignee shall assume, all of Assignor’s right, title and interest to and under each of the FILOT Agreement and the SSRC Agreement, including but not limited to, the terms, covenants, conditions



and agreements of each of the FILOT Agreement and the SSRC Agreement as they relate to the Transferred Property, all as of the Conveyance Date; and

**WHEREAS**, Assignor and Assignee have requested that the County authorize, ratify, approve and consent to such conveyance and assignment to Assignee, to be effective as of the Conveyance Date, in accordance with the provisions of the FILOT Agreement and Section 12-44-120 of the Code and the provisions of the SSRC Agreement, including the transfer of the Transferred Property to Assignee; and

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

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

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

Section 1. The County hereby authorizes, ratifies, approves and consents to the sale and conveyance of the Transferred Property and the assignment of each of the FILOT Agreement and the SSRC Agreement by Assignor to Assignee, all as of the Conveyance Date. Pursuant to the terms of the Assignment, Assignor shall assign to Assignee, and Assignee shall assume, all of Assignor's right, title and interest to and under each of the FILOT Agreement and the SSRC Agreement, including, but not limited to, the terms, covenants, conditions and agreements of each of the FILOT Agreement and the SSRC Agreement as they relate to the Transferred Property. Such authorization, ratification, approval and consent of the County shall be further evidenced by the Assignment.

Section 2. The form, provisions, terms, and conditions of the Assignment 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 Assignment was set out in this Resolution in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Assignment 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 Assignment to each of Assignor and Assignee. The Assignment 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 Assignment now before this meeting.

Section 3. 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 Assignment.

Section 4. The provisions of this Resolution 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 5. All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Resolution shall take effect and be in full force from and after its passage and approval.

[End of Resolution]

DONE in meeting duly assembled, this 5th day of April, 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

## RESOLUTION NO. 2022-022

A RESOLUTION 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; (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**, 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"), proposes to establish and/or expand certain facilities at one or more locations in the County (the "Project"); and

**WHEREAS**, the Company anticipates that, should its plans proceed as expected, it 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 Company, the County has determined, *inter alia*, that the Project would subserve the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment to be made, or caused to be made, and the jobs created, or caused to be

created, by the Company, which contributes to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering the benefits of a negotiated FILOT, Special Source Credits, and a multi-county industrial or business park as set forth herein, all of which shall be further described and documented in a Fee in Lieu of Tax and Incentive Agreement to be entered into by the County and the Company (the "Incentive Agreement") and subject to the terms and conditions set forth therein.

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

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, 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 Company, whereby the Company 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 to be set forth in the Incentive Agreement, will agree to accept negotiated fee in lieu of *ad valorem* tax ("Negotiated FILOT") payments with respect to the Project.

(b) (i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%, (2) the lowest millage rate or millage rates allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, 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, and which millage rate the parties believe to be [\_\_\_\_\_] mills; (3) the fair market value of the Project, determined in accordance with the Negotiated FILOT Act; and (4) such other terms and conditions as will be specified in the Incentive Agreement, including, without limitation, that (A) the Company, in its 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 fair market value of the real property portion of the economic development property comprising the Project shall be determined by appraisal 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 that portion of the Project consisting of economic development property under the Negotiated FILOT Act. For each annual increment of investment in such economic development property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years, all in accordance with Section 12-44-30(21) of the Negotiated FILOT Act. Accordingly, if such economic development property is placed in service during more than one year, each year's investment shall be subject to the Negotiated FILOT for a payment period of thirty (30) years.

(c) 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 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 Company 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 Company's receipt, of the Special Source Credits described herein.

### Section 3.

(a) As an additional incentive to induce the Company 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 Company shall be entitled to receive, and the County shall provide, Special Source Credits against each Negotiated FILOT payment due from the Company with respect to 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 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), the Company fails to create, or cause the creation of, at least 10 new, full-time jobs, in the aggregate, at the Project and/or fails to invest, or cause to be invested, at least \$35,000,000, in the aggregate, in the Project, 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 commencement date; provided further, however, that in the event of a reduction of the Special Source Credit percentage set forth above, if the Company satisfies both the Minimum Investment Requirement and the Minimum Jobs Requirement by 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 fifth anniversary of the commencement date.

(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 Company in connection with the Project.

Section 4. The provisions, terms, and conditions of the Incentive Agreement shall be subject to approval by subsequent Ordinance of the Council. The Incentive Agreement is to be in substantially the form customarily used by the County for similar transactions with such changes therein as shall be approved by said Ordinance.

Section 5. The Chairman of the Council, the County Administrator, and the Clerk to 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 this Resolution.

Section 6. All orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Resolution shall take effect and be in full force upon adoption by the Council.

[End of Resolution]

**DONE** in meeting duly assembled this 5<sup>th</sup> day of April, 2022.

**ANDERSON COUNTY, SOUTH CAROLINA**

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

ATTEST:

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

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

APPROVED AS TO FORM:

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





# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** March 25, 2022

**TO:** Renee Watts  
Clerk to Council

**FROM:** Tim Cartee  
Land Development Administrator

**CC:** Holt Hopkins, Alesia Hunter

**SUBJECT:** Parkview Glen Subdivision Phase I

---

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

This will add 3,175 feet of paved roads to the county maintenance system.

Developer: Rogers Road Venture, LLC  
Location: Rogers Road  
County Council District: 6  
Roads: Walking Stick Way, Fox Hollow Lane

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

**Tommy Dunn**  
Chairman, District 5

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

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

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

**Glenn Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

**ANDERSON COUNTY**  
SOUTH CAROLINA

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



# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** 3/25/2022

**TO:** Alesia Hunter  
Development Standards

**FROM:** Norman McGill  
Roadway Management Supervisor

**CC:** Holt Hopkins

**SUBJECT:** Parkview Glen Phase 1

---

To the best of my ability, I certify that there are no known drainage issues in **Parkview Glen Phase 1** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add 3,175 feet of paved roads to the county maintenance system.

**District:** 7

**Location:** Parkview Glen Phase 1

**Roads:** Walking Stick Way P-06-0177\_1, P-06-0177\_2, and P-06-0177\_3 and Fox Hollow Lane P-06-0178

**Tommy Dunn**  
Chairman, District 5

**John B. Wright**  
Council District 1

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Council District 6

**Renee Watts**  
Clerk to Council

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

Roads & Bridges Department

**Pelzer  
29669**





# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** March 23, 2022

**TO:** Rusty Burns  
County Administrator

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

**SUBJECT:** Hamlin Road and The Meadows Subdivision Paving Request for ACTC Funding.

The Roads and Bridges Department are requesting approval of Hamlin Road and The Meadows Subdivision to be applied to ACTC for repaving. These two projects combined were estimated at \$2,496,634. The 10% match requirement would be \$249,663.

Hamlin Road is a safety concern and needs to be widened and reconstructed. Hamlin Road is broken down in two segments.

### Hamlin Road C-02-0173\_1 from Highway 88 to landfill

Widen Hamlin Road to 22' with 10" Cement Modified Recycled Base

Segment 1 Hamlin Rd. ITEM OF WORK	UNIT	QTY	UNIT	TOTAL
			PRICE	AMOUNT
Mobilization	LS	1	\$7,500	\$7,500
Traffic Control	LS	1	\$10,000	\$10,000
10" Cement Modified Recycled Base	SY	11,325	\$9.00	\$101,925
Portland Cement	Tons	350	\$200	\$70,000
2' Shoulder Paving	Tons	415	\$108.35	\$44,965
2' Shoulder Excavation	LF	4,247	\$3.00	\$12,741
2" Asphalt Surface Course	Tons	1,310	56.35	\$73,819
Liquid Asphalt Binder	Tons	85	\$800	\$68,000
Select Material For Shoulders	CY	400	\$65	\$26,000

**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





# MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 2

4" Yellow Paint Lines	LF	8,500	\$0.17	\$1,445
6" White Paint Lines	LF	8,500	\$0.22	\$1,870
Raised Pavement Markers	EA	55	\$6.45	\$355
Permanent Grassing for Small Projects	AC	1.2	\$3,600	\$4,320
CMRB Design + Testing	LS	1	\$7,500	\$7,500
Subtotal				\$430,440
Contingency				\$64,560
GRAND TOTAL				\$495,000

## Hamlin Road C-02-0173\_3 from landfill to Pickens County Line

Widen Hamlin Road to 22' with 10" Cement Modified Recycled Base

Segment 3 Hamlin Rd ITEM OF WORK	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
Mobilization	LS	1	\$10,000	\$10,000
Traffic Control	LS	1	\$15,000	\$15,000
10" Cement Modified Recycled Base	SY	26,730	\$9.00	\$240,570
Portland Cement	Tons	850	\$200	\$170,000
2' Shoulder Paving	Tons	980	\$108.35	\$106,183
2' Shoulder Excavation	LF	10,024	\$3.00	\$30,072
2" Asphalt Surface Course	Tons	3,100	56.35	\$174,685
Liquid Asphalt Binder	Tons	200	\$800	\$160,000
Select Material For Shoulders	CY	930	\$65	\$60,450
4" Yellow Paint Lines	LF	20,048	\$0.17	\$3,408
6" White Paint Lines	LF	20,048	\$0.22	\$4,411
Raised Pavement Markers	EA	250	\$6.45	\$1,613
Permanent Grassing for Small Projects	AC	2	\$3,600	\$7,200
CMRB Design + Testing	LS	1	\$15,000	\$15,000
Subtotal				\$998,592
Contingency				\$151,408
GRAND TOTAL				\$1,150,000

**Tommy Dunn**  
Chairman, District 5

**John B Wright Jr**  
Council District 1

**Ray Graham**  
Council District 3

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# MEMORANDUM

ANDERSON COUNTY DEPARTMENT NAME | PAGE 3

## THE MEADOWS SUBDIVISION

The Meadows Road Name	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
Dandelion Trail	SY	16,500	\$31.50	\$519,750
Buttercup Trail	SY	4,246	\$31.50	\$133,749
Clover Patch Way	SY	2,746	\$31.50	\$86,499
Wild Vine Path	SY	2,114	\$31.50	\$66,591
Grassy Knoll Way	SY	1,430	\$31.50	\$45,045
GRAND TOTAL				\$851,634

**Tommy Dunn**  
Chairman, District 5

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Clerk to Council

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

**BOARDS, COMMITTEES AND COMMISSIONS  
APPLICATION**

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

Anderson County Council  
c/o Clerk to Council  
P. O. Box 8002  
Anderson, SC 29622

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

Name: Merritt Billy D. "Butch"  
Last, First, Middle Initial

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

1. Anderson County Museum
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

\_\_\_\_\_ Physical  
\_\_\_\_\_ Mailing

Home Phone: \_\_\_\_\_ Cell Phone: 422-\_\_\_\_\_

Email: \_\_\_\_\_ Preferred method of contact: EMAIL

County Council District: 6 GED Equivalent: Yes or No

Highest Level of Education: BA High School Grad: Yes or No

College Attended: EASTVIEW Degree: BA, Psychology

Address of College: DUE WEST, SC

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
<u>Tri-County Technical College</u>		<u>3-15-76 - present</u>
<u>CAREER COUNSELOR</u>		

Billy "Butch" Merritt  
Signature of Applicant

3-21-22  
Date

Recommendation of Council: \_\_\_\_\_

**BOARDS, COMMITTEES AND COMMISSIONS  
APPLICATION**

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

Anderson County Council  
c/o Clerk to Council  
P. O. Box 8002  
Anderson, SC 29622

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

Name: PARRIS KATHY J.  
Last, First, Middle Initial

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

1. Anderson Oconee Behavioral Health (AOBHS)
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

\_\_\_\_\_ Physical  
JANE \_\_\_\_\_ Mailing

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Preferred method of contact: cell

County Council District: 6 GED Equivalent: Yes or No

Highest Level of Education: Assoc. of Science High School Grad: Yes or No

College Attended: GTC/TCT Degree: Assoc. of Science RN

Address of College: Tri-County Tech - Pendleton, SC

Employment History:

<u>COMPANY</u>	<u>POSITION</u>	<u>EMPLOYMENT DATES</u>
<u>AOBHS</u>	<u>RN-Dir of QA, Wellness</u>	<u>June 99 - May 2019</u>
<u>Charter Hosp.</u>	<u>Hospital Supervisor</u>	<u>Dec 89 - June 99</u>
<u>Pat. Harris</u>	<u>Medication Nurse</u>	<u>Dec 85 - Dec 89</u>

Kathy J. Parris  
Signature of Applicant

3-29-22  
Date

Recommendation of Council: \_\_\_\_\_



The Town of Williamston has requested for a donation of any Sheriff animal control unit that may be available.

The Honea Path Fire Department has also requested a donation of a pickup truck.

I am including pictures of both units. Please keep in mind we will (if approved to donate) remove the decals on the Black F-250 (Town of Williamston) and will donate the police equipment along with the vehicle. The truck light bar will also remain. The green F-150 (Honea Path Fire) has already been prepped for auction.

F-250 Animal Control Truck Info: Current miles- 205,000 2012 Vin# 1FT7X2B6XCEA59586 Estimated Value \$9500

F-150 Pickup 4x4 Info: Current Miles- 110,000 2006 Vin# 1FTPX14V66NB24467 Est Value \$7500







## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 2

**Mail/Email/Fax to:**

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
rdwatts@andersoncountysc.org  
Fax: 864-260-4356

**Tommy Dunn**  
Chairman, District 5

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

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

**Glenn A. Davis**  
Council District 2

**Ray Graham**  
Council District 3

**Jimmy Davis**  
Council District 6

**Cindy Wilson**  
Council District 7

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Name of entity requesting recreation fund appropriation:

Cancer Association of Anderson, 215 E. Calhoun Street, Anderson, SC 29621

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

\$7,500

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

Support for local cancer patients due to rise in gas prices and inflation on cost of supplies & nutrition.

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

Yes. 54-2098883

5. Contact Person: Angela Stringer

Mailing Address: 215 E. Calhoun Street

Phone Number: 864.222.3500

Email: Angela@CAAnderson.org

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

Cancer Association of Anderson raises funds through events as well as individual and business donations which go toward all direct financial support of Anderson County cancer patients.

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

Angela Stringer

March 10, 2022

Signature

Print Name

Date



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

5/15/2021

Cancer Association of Anderson  
Angela Stringer  
215 E. Calhoun St.  
Anderson, SC29621

RE: Registration Confirmation

Charity Public ID: P11445

Dear Angela Stringer :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 5/15/2022.

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

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

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

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

Sincerely,

Kimberly S. Wickersham  
Director, Division of Public Charities



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 2

**Mail/Email/Fax to:**

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
rdwatts@andersoncountysc.org  
Fax: 864-260-4356

**Tommy Dunn**  
Chairman, District 5

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Council District 3

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Council District 6

**Cindy Wilson**  
Council District 7

**Renee Watts**  
Clerk to Council

**Rusty Burns**  
County Administrator

1. Name of entity requesting recreation fund appropriation:

*Anderson Pregnancy Care*

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

*\$1,500*

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

*TO REPLENISH ITEMS IN BABBY BOUTIQUE*

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

5. Contact Person: *Audrey Shaw*

Mailing Address: *PO Box 6161 Anderson, SC 29623*

Phone Number: *864-231-0077*

Email: *audreyshaw@andersonpregnancycare.org*

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

*Not at this time.*

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

Signature

Print Name

Date