



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

**1. CALL TO ORDER**

**2. RESOLUTIONS/PROCLAMATION:**

- a. 2022-048:** A Resolution to recognize and honor the 2022 Class 3A State Champion Wren High School Boys' Track and Field Team; and other matters related thereto.

Hon. Jimmy Davis

- b. 2022-051:** A Resolution to honor and recognize Dr. William "Mack" Burriss for his lifetime of extraordinary service to Anderson County and to his country upon the occasion of his hundredth birthday; and other matters related thereto.

Hon. John Wright, Jr.

- c. PROCLAMATION:** A Proclamation designating September 17 through 23 as Constitution Week in Anderson County.

Hon. Tommy Dunn

**3. ADJOURNMENT**

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

**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



**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Hon. Brett Sanders

**3. APPROVAL OF MINUTES**

July 19, 2022, August 2, 2022,  
August 16, 2022, August 30, 2022

**4. HEALTH INSURANCE UPDATE**

Mr. Tommy Dunn (allotted 20 minutes)

**5. CITIZENS COMMENTS**

Agenda Matters Only

**6. ORDINANCE THIRD READING:**

- a. **2022-025:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina, and Volvo Car USA LLC (D/B/A Volvo Car US Operations), formerly known to the County as Project Fiddler, with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes; and other matters related thereto. [Project Fiddler] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

**7. ORDINANCE SECOND READING:**

- a. **2022-037:** 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 Little Brother 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 Little Brother]

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2022-038:** An Ordinance authorizing Anderson County, South Carolina to enter into an installment purchase transaction to provide for the construction, reconstruction, acquisition, installation, renovation, and equipping of a detention facility and related improvements and infrastructure; authorizing the execution and delivery of various documents relating to such transaction, including the base lease agreement and the installment purchase and use agreement; approving the issuance of not exceeding \$55,000,000 aggregate principal amount of bonds by the Anderson County Detention Facilities Corporation; delegating authority to the Chairman of County Council and County Administrator to effect such transaction and determine certain matters; and providing for other matters relating thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)



## 8. ORDINANCE FIRST READING:

- a. **2022-036:** 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 +/- .92 acres from C-1N (Neighborhood Commercial District) to C-2 (Highway Commercial District) on a parcel of land, identified as 5930 Highway 187 in the Mount Tabor Precinct shown in Deed Book 13946 Page 196. The parcel is further identified as TMS #43-00-12-011. (District 4)

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2022-039:** 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. [Project Care]

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2022-040:** An Ordinance to transfer certain parcels of real property to the Town of Pelzer; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- d. **2022-041:** An Ordinance to transfer a right-of-way interest in real property to Big Water Marina, LLC; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- e. **2022-042:** 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 Hurricane 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 Hurricane]

Mr. Burriss Nelson (allotted 5 minutes)

- f. **2022-043:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville Counties so as to enlarge the park to include certain property of Project Hurricane; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- g. **2022-044:** An Ordinance approving an amendment for the enlargement of the joint county industrial and business park by and between Anderson County, South Carolina and Greenville County, South Carolina; and other matters related thereto. [Project Lifeboat]

Mr. Burriss Nelson (allotted 5 minutes)

## 9. RESOLUTIONS:

- a. **2022-049:** A Resolution to approve acceptance by Anderson County, South Carolina, of a portion of Ryobi Drive (S-4-166) from the South Carolina Department of Transportation ("SCDOT") near the intersection of Martin Road and Ryobi Drive and SC Highway 81 North; and other matters related thereto.

Mr. Matt Hogan (allotted 5 minutes)



- b. **2022-050:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Hurricane, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project/Company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.

Mr. Burriss Nelson (allotted 5 minutes)

**10. OLD ARMORY BUILDING TO DEPARTMENT OF NATURAL RESOURCES FOR TRAINING FACILITY**

Mr. Rusty Burns

**11. SC INFRASTRUCTURE IMPROVEMENT PROGRAM GRANT REQUEST BY HIGHWAY 88 WATER COMPANY**

Mr. Brett Sanders

**12. CERTIFICATION OF THE ANDERSON COUNTY 2022 TAX YEAR LEVY**

Mr. Tommy Dunn

**13. DISCUSSION OF CLASS 1 OFFICER SALARIES**

Mr. Tommy Dunn

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

- a. Change Order Great Lawn Project (Bid #22-019)

Mr. Robert Carroll

**15. REPORT FROM PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD ON AUGUST 30, 2022**

Ms. Cindy Wilson (allotted 10 minutes)

**16. APPOINTMENTS:**

- a. Human Relations Council-Quarazz Moss  
b. Board of Zoning Appeals-Russell Barton

Mr. Tommy Dunn  
Mr. Ray Graham



**17. REQUESTS BY COUNCIL:**

- a. The LOT Project/Sponsor Cornhole Tournament-District 2
- b. The LOT Project/Sponsor Oyster Roast-District 2 & 6
- c. Belton Area Museum Association/Heritage Days-District 3
- d. Anderson County Museum Advisory Committee-All Districts
- e. Disabled American Veterans-All Districts
- f. Jackie Seawell Junior Golf Championship-All Districts
- g. Crescent High School Anglers-District 3

**18. ADMINISTRATOR'S REPORT:**

**19. CITIZENS COMMENTS**

Non-Agenda Matters

**20. REMARKS FROM COUNCIL**

**21. ADJOURNMENT**

**Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event. For assistance, please contact the Clerk to Council at (864) 260-1036.**



## **RESOLUTION 2022-048**

**A RESOLUTION TO RECOGNIZE AND HONOR THE 2022 CLASS 3A STATE CHAMPION WREN HIGH SCHOOL BOYS' TRACK AND FIELD TEAM; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Track and Field competition is an interdisciplinary endeavor, with success being dependent on high performance in both team and individual settings; and,

**WHEREAS**, the 2022 Wren High School boys' track and field squad entered the season as the defending SCHSL 3A State Champions; and,

**WHEREAS**, following a successful 2022 regular season, the Hurricanes advanced to the state 3A Championship meet, held on May 21<sup>st</sup> at Lower Richland High School in Columbia; and,

**WHEREAS**, thanks to strong showings across the many track and field disciplines, the Hurricanes once again brought honor, pride, and glory back home, edging out local rival Seneca High to capture their second consecutive state championship; and,

**WHEREAS**, the Hurricanes' championship run was fueled by the 4 x 800 relay team, which capped off a highly successful season by winning the team state title; and,

**WHEREAS**, the team was well-represented during individual events at the state championships, with junior Travon West finishing first in the 110-meter hurdles, senior William Wright placing second in the 1,600-meter event, and senior Dustin Scruggs taking home third-place honors in the 800-meter; and,

**WHEREAS**, for his efforts and leadership, team Head Coach Larry Clark was named the South Carolina Track and Cross-Country Coaches Association Boys' 3A State Track and Field Coach of the Year;

**NOW, THEREFORE, BE IT RESOLVED** that the Anderson County Council hereby congratulates the Wren High School Boys' Track & Field team and coaching staff on another outstanding year. We thank Coach Clark and his staff for their efforts, and we wish all of you great success in your future endeavors. We, as a community, take pride of your achievements.

**RESOLVED in a meeting duly assembled this 6th day of September, 2022.**

**FOR ANDERSON COUNTY**

**ATTEST**

\_\_\_\_\_  
Jimmy Davis  
County Council District Six

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

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

## **RESOLUTION #2022-051**

### **A RESOLUTION TO HONOR AND RECOGNIZE DR. WILLIAM “MACK” BURRISS FOR HIS LIFETIME OF EXTRAORDINARY SERVICE TO ANDERSON COUNTY AND TO HIS COUNTRY UPON THE OCCASION OF HIS HUNDREDTH BIRTHDAY; AND OTHER MATTERS RELATED THERETO.**

**Whereas** Dr. William “Mack” Burriss, born in 1922, is a sixth-generation Andersonian, his 4<sup>th</sup> great-grandfather having moved from Virginia to Anderson County in 1760, and Dr. Burriss recently celebrated his 100<sup>th</sup> birthday; and

**Whereas** Dr. Burriss graduated from Boys High School, playing football for the Yellow Jackets; attended the Citadel then obtained a Veterinary Medicine degree from Auburn University in 1943; served three years in the Army Veterinary Corps in Italy during World War II; practiced veterinary medicine in Anderson from 1946 to 1950; and served as Commanding Officer of Chicago’s Veterinary Food Inspection Detachment during the Korean War before returning home to practice from 1953 to 1982; and

**Whereas** Dr. Burriss met Hellen Joyce Legendere on a blind horse-riding date during his time at Auburn, and on a 10-day leave from the Army, they married in 1944, later adopting two children—Doug in 1958, who died in 1986, and Cindy in 1961—and were married for 69 years until Hellen’s death in 2013; and

**Whereas** Dr. Burriss opened the Anderson Humane Society and built the Animal Shelter on Highway 28 South, which was named for him, in 1974, and served as Veterinary Consult for Anderson County, operating the spay/neuter clinic until 2009, performing more than 30,000 surgeries. Dr. Burriss also served on the Anderson School District Five Board of Trustees for thirty-five years as a member and chairman;

**Therefore, be it resolved** that, in a meeting duly assembled this 6<sup>th</sup> day of September 2022, the Anderson County Council hereby wishes Dr. Burriss a happy 100<sup>th</sup> birthday and offers, on behalf of the citizens and animals of Anderson County, their sincere appreciation for his lifetime of truly extraordinary service to the Anderson community and beyond.

**FOR ANDERSON COUNTY:**

**ATTEST:**

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Tommy Dunn, Chairman  
District Five

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Rusty Burns  
County Administrator

---

John Wright, Jr.  
District One

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Renee Watts  
Clerk to Council



## PROCLAMATION CONSTITUTION WEEK

**WHEREAS:** It is a privilege and duty of the American people to commemorate the two hundred and thirty fifth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

**NOW THEREFORE, BE IT RESOLVED** that Anderson County Council does hereby proclaim September 17 through 23, 2022 to be Constitution Week.

**PROCLAIMED** this 6th day of September, 2022

**FOR ANDERSON COUNTY:**

**ATTEST**

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Tommy Dunn  
County Council Chairman

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Rusty Burns  
County Administrator

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Renee Watts  
Clerk to Council



State of South Carolina     )

County of           Anderson     )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
JULY 19, 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 I'd like  
2 to call the Anderson County Council special  
3 presentation part of our July 19th meeting to order.  
4 I'd like to welcome each and every one of you here.  
5 Thank y'all for coming out tonight.

6 First of all, we'll go to Resolution 2(a), 2022-  
7 037, Honorable Ray Graham. Mr. Graham.

8 RAY GRAHAM: Thank you, Mr.  
9 Chairman.

10 THIS IS RESOLUTION R2022-037. IT'S A RESOLUTION  
11 CONGRATULATING THE CRESCENT HIGH SCHOOL ANGLERS ON  
12 BEING NAMED THE 2022 PALMETTO BOAT CENTER TOURNAMENT  
13 TRAIL HIGH SCHOOL OF THE YEAR.

14 Whereas, the Crescent High School Anglers was  
15 established in 2013 as one of the first school teams in  
16 the region and has grown to include middle school and  
17 high school anglers from across the County, having  
18 competed in the TBF World Finals in Wisconsin, the BASS  
19 National Championships, and other events in and out of  
20 South Carolina, in doing so helping pioneer what has  
21 become a rapidly growing school sport across the  
22 country; and

23 Whereas the Crescent High School Anglers competed  
24 this season in the Palmetto Boat Center High School  
25 Tournament Trail, winning three events and finishing  
26 second in three events as an overall school, thus  
27 winning the title of 2022 High School of the Year over  
28 dozens of larger schools across South Carolina,  
29 Georgia, and North Carolina.

30 Now, therefore, be it resolved that the Anderson  
31 County Council hereby congratulates the Crescent High  
32 School Anglers team members and coaches, expresses the  
33 community's pride in their accomplishments, and thanks  
34 them for representing Anderson County so well on the  
35 national and international stage.

36 Be this resolved in a meeting duly assembled this  
37 19th day of July 2022. Mr. Chairman, I bring this in  
38 the form of a motion.

39 CINDY WILSON: Second.

40 TOMMY DUNN: Have a motion by Mr.  
41 Graham; second Ms. Wilson. Any further discussion?  
42 Hearing none, all in favor of the motion, show of  
43 hands. Opposed like sign. Show the motion carries  
44 unanimously.

45 Let the record show Mr. Jimmy Davis hasn't got here  
46 yet. Go ahead, Mr. Graham.

47 RAY GRAHAM: Mr. Chairman, we can  
48 either do both of these together or ---

49 TOMMY DUNN: That's up to you.

50 RAY GRAHAM: We'll go ahead and

1 do the other ones and then we'll bring everybody up and  
2 get some pictures at the end.

3 TOMMY DUNN: We'll move on then  
4 to item number 2(b), 2022-038, Honorable Ray Graham.  
5 Councilman Graham.

6 RAY GRAHAM: Thank you, Mr.  
7 Chairman. This is another resolution to honor two  
8 individuals.

9 THIS IS R2022-038. THIS IS A RESOLUTION TO  
10 CONGRATULATE ANNA KAY AND ELIZABETH PAMPHILON ON  
11 WINNING 2022 TBF HIGH SCHOOL FISHING WORLD FINALS TOP  
12 FEMALE TEAM.

13 Whereas Anna Kay and Elizabeth Pamphilon are rising  
14 seniors at Crescent High School and members of the  
15 Crescent High School Anglers; and

16 Whereas Ms. Kay and Ms. Pamphilon recently competed  
17 in the 2022 TBF High School Fishing World Finals, held  
18 June 22nd through June 24th on Pickwick Lake in  
19 Florence, Alabama; and

20 Whereas Ms. Kay and Ms. Pamphilon finished 47th out  
21 of 416 teams in the event overall against teams from  
22 around the country and world, winning Top Female Team  
23 and a scholarship for \$144,000 to Kentucky Christian  
24 University, this being Ms. Kay's second top female  
25 award in two years at the championship.

26 Now, therefore, be it resolved that the Anderson  
27 County Council hereby congratulates Ms. Kay and Ms.  
28 Pamphilon for their accomplishments and thanks them for  
29 representing Anderson County so well on the national  
30 and international stage.

31 Be this resolved in a meeting duly assembled this  
32 19th day of July 2022. I bring this in the form of a  
33 motion.

34 CINDY WILSON: Second.

35 TOMMY DUNN: Have a motion Mr.  
36 Graham; second Ms. Wilson. Any further discussion?

37 RAY GRAHAM: Mr. Chairman, ---

38 CINDY WILSON: May I quickly?

39 TOMMY DUNN: Ms. Wilson.

40 CINDY WILSON: Who would have ever  
41 thought that fishing would become so popular and so  
42 lucrative. And y'all give a whole new definition to  
43 that old phrase gone fishing. So that is so incredibly  
44 exciting. You've brought a lot of tourism interest to  
45 our county, as well. We appreciate what y'all have  
46 done.

47 TOMMY DUNN: Mr. Graham.

48 RAY GRAHAM: Mr. Chairman, I just  
49 want to reiterate, as well. You know, looking over the  
50 past several years -- actually looking back at when

1 this was established down at Crescent, we probably  
2 really never knew how big this was going to be. But if  
3 you look at these scholarships that's being awarded, it  
4 goes to show it's a very viable sport. And it's a true  
5 benefit to young folks that's involved in this. And to  
6 see the magnitude of the growth of it at Crescent is  
7 really impressive. I know they had a lot of good  
8 instructors, leaders down there with that and parents  
9 that kind of helped get this to where it is today, but  
10 you guys are the ones that's doing it. I mean, y'all  
11 are really laying the groundwork. And to see these  
12 scholarships come through to benefit you for your  
13 future is really impressive. So definitely  
14 congratulations to each and every one of you on that.  
15 Thank you.

16 TOMMY DUNN: Thank you, Mr.  
17 Graham. Anyone else? Hearing none, Mr. Graham. We're  
18 going to take a vote. All in favor of the motion, show  
19 of hands. Opposed like sign. Show the motion carries  
20 unanimously. Mr. Graham.

21 RAY GRAHAM: Mr. Chairman, if we  
22 could get the team to come up, we'll do the  
23 presentation for you guys and then we'll do the  
24 presentation for the two individual ladies, as well.

25 **PRESENTATION OF RESOLUTION R2022-037**

26 **APPLAUSE**

27 **PRESENTATION OF RESOLUTION R2022-038**

28 **APPLAUSE**

29 TOMMY DUNN: This is going to  
30 conclude this part of the meeting. We're going to  
31 adjourn now. We'll reconvene back here for our regular  
32 council meeting starting at 6:30. Thank you.

33

34 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:14 P.M.)**

State of South Carolina     )  
County of           Anderson     )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
JULY 19, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
JANIE TURMON

1 TOMMY DUNN: At this time I'd  
2 like to call the Anderson County Council regular  
3 meeting of July 19th to order. I'd like to welcome  
4 everyone here tonight. And thank y'all for coming to  
5 participate in your local government.

6 We're going to move on now. The first order of  
7 business is the invocation and pledge of allegiance,  
8 Honorable Council Lady Ms. Cindy Wilson. If we'll all  
9 rise, please.

10 CINDY WILSON: May we pray?

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

12 TOMMY DUNN: Moving on to item  
13 number 3. There's no minutes to be approved yet. They  
14 haven't got them ready, so we're going to move on.

15 Item number 4, citizens comments. As our attorney  
16 Mr. Harmon calls your name, this will be items on  
17 agenda only at this time. You have three minutes.  
18 Please, when you step forward for the record, state  
19 your name, your street where you live at and address  
20 the chair, please. Mr. Harmon.

21 LEON HARMON: Mr. Chairman, first  
22 speaker is Scott Ibbitson.

23 SCOTT IBBITSON: Good evening. Name  
24 is Scott Ibbitson. I live at 4609 Pine Lane in  
25 District 5. Anderson County recommends, votes and  
26 installs members to the Anderson County Planning  
27 Commission because of their depth of knowledge of  
28 Anderson County and their expertise in planning and  
29 development.

30 On Tuesday, July 12th, the Anderson County Planning  
31 Commission voted overwhelmingly to deny the rezoning  
32 request to the change of a thirty-five acre parcel of  
33 land on Hurricane Road at Pine Lane. The Planning  
34 Commission denied it because of Hurricane Road's  
35 inability to handle the traffic, the three hundred and  
36 sixty apartments and seven hundred and twenty parking  
37 spaces that cars from the development project would  
38 add. The negative impact on the surrounding  
39 communities and the fact that it does not meet the  
40 comprehensive master plan guidelines from 2016, I am  
41 asking that Anderson County do the same and deny the  
42 rezoning request. A document prepared and delivered to  
43 the Planning Commission for the July 12th meeting was  
44 emailed to each of you. That document also includes  
45 letters from residents asking the Planning Commission  
46 and County Council to deny the rezoning request. You  
47 should also have a copy of that packet with you  
48 tonight.

49 I am asking you as members of Anderson County  
50 Council to follow the comprehensive master plan as

1 stewards of the county and the representatives of the  
2 residents in this county to deny the rezoning request.  
3 This should not be what is best for the landowners. It  
4 should be about doing what is right for the existing  
5 communities and the residents that live in the  
6 surrounding affected areas.

7 Thank you very much for your time.

8 TOMMY DUNN: Thank you. Next.

9 LEON HARMON: Next speaker is

10 Chuck Richardson.

11 CHUCK RICHARDSON: Chuck Richardson. I  
12 live at 1032 Ladys Lane. I am also asking you to vote  
13 no for Ordinance 99-004. I am a teacher with children  
14 in the district. And with all the development on  
15 Welpine, Overlook Apartments, this addition of three  
16 hundred and sixty apartments would add an influx of a  
17 thousand children in District 4 and there's no place  
18 for (inaudible) for them any more. School resources  
19 will be drained. The teachers will be overwhelmed.  
20 It'll lower the expectations of the academic excellent  
21 that is District Four, Anderson (inaudible). So please  
22 vote no on that because we just don't have the space in  
23 the schools for them at this point in time.

24 Like Mr. Scott said, the traffic on the Liberty  
25 Highway and Hurricane Creek is already atrocious. So  
26 if you've ever come out there about five o'clock,  
27 please make note how bad it is and the influx of that  
28 many people is just not sustainable. Thank you.

29 LEON HARMON: Next speaker is

30 Brett Thompson.

31 BRETT THOMPSON: Good evening. My  
32 name is Brett Thompson. I live at 121 Lookover Drive.  
33 And I'm also here with regards to the Hurricane Creek  
34 rezoning and would like to ask you to deny that  
35 rezoning request simply because the traffic along the  
36 road is already terrible. And adding that many  
37 additional housing units would just not be practical.  
38 It's already hard enough to get around as it is. Thank  
39 you.

40 LEON HARMON: Next speaker is

41 Bobby Brock.

42 BOBBY BROCK: My name is Bobby  
43 Brock. I live on 4611 Pine Lane. I would also like  
44 for you to say no to the rezoning of that area because  
45 it is ridiculous. Whenever I come home from work, I  
46 get stuck on the interstate trying to get onto Liberty  
47 Highway. Infrastructure is not there for it; not for  
48 that many apartments.

49 LEON HARMON: Patrick Sullivan.

50 PATRICK SULLIVAN: Patrick Sullivan. I

1 live at (inaudible) Pine Lane. My family has owned  
2 this property for quite some time and I've been  
3 (inaudible) and I just recently moved back to the area.  
4 And I can honestly say I'm overwhelmed with the amount  
5 of traffic that's in that area. (Inaudible) vote no.

6 LEON HARMON: Allison Ibbitson.

7 ALLISON IBBITSON: Hello. My name is  
8 Allison Ibbitson. My residence is 4609 Pine Lane in  
9 District 5. I'm addressing the proposed zoning change  
10 at Hurricane Road and Pine Lane, item 2022-031.

11 High density housing such as is proposed is not in  
12 keeping with the surrounding area, which consists  
13 mostly of R-15 and R-20 lots. It does not meet  
14 guidelines put forth in the comprehensive plan for the  
15 county.

16 In addition, I'm deeply concerned as a retired  
17 first responder regarding the extra burden on fire and  
18 police departments in the area. Our nearest firehouse  
19 is in Pendleton. And there really isn't anything  
20 closer than that. And that is just going to add to  
21 response time. The traffic, this would add to already  
22 overburdened roads other people have spoken about so I  
23 won't reiterate.

24 I would urge you to uphold the decision of the  
25 County Planning Commission who voted no to this  
26 proposal as it does not benefit, but I see it as a  
27 detriment to the area. Thank you for letting me speak.

28 LEON HARMON: Next speaker is Oleg  
29 Lipchan.

30 OLEG LIPCHAN: Good evening. My  
31 name is Oleg Lipchan. My address is 4602 Pine Lane in  
32 Anderson. My district is five. My wife Walintina  
33 (phonics) and I asked the Planning Commission to vote  
34 no for the rezoning request for this thirty-five acre  
35 parcel. The Anderson County Comprehensive Master Plan  
36 needs to be followed, keeping this property consistent  
37 with the current zoning of adjoining properties of  
38 either S-1, R-15 or R-20. Allowing three hundred sixty  
39 apartments with seven hundred plus cars entering and  
40 exiting this property will negatively impact our  
41 community and create many hardships traveling the  
42 Hurricane Road corridor. Please deny this request.  
43 Thank you very much for allowing me to speak tonight.  
44 Thank you.

45 LEON HARMON: Next speaker is  
46 Robert Givens.

47 ROBERT GIVENS: Robert Givens. I  
48 live at 4619 Pine Lane. I'm also here talking about  
49 the rezoning request for the thirty-five acres. I'd  
50 like to ask you to vote no for that for many of the



1 reasons that have already been mentioned. The traffic  
2 is particularly bad, especially at the traffic light at  
3 178 and Hurricane Road. There's no turn signal there.  
4 During rush hour there's literally no way to make a  
5 legal turn. You will sit there for thirty, forty  
6 minutes before you (inaudible) unless you pull into the  
7 middle of the intersection and just wait for it to go  
8 red and then you go. It just is not safe. It's  
9 extremely difficult to go that way.

10 Some of the other stuff that I'd like to mention is  
11 this area is wooded. It's right off the lake. It's a  
12 beautiful area. I absolutely love it. I've lived here  
13 for three years. And all the time there's animals  
14 walking through my backyard. This is a beautiful  
15 wooded area. And there's continuous -- I mean there's  
16 other areas around here, you know, they're putting in  
17 apartments right next -- right behind my house. They  
18 cleared out every last tree on that property line.  
19 Because they could. And they just put grass there.  
20 And so my nice view is a little disrupted. At least I  
21 still have some of the lake behind me.

22 But that's very similar to what they're planning to  
23 do right here. They're planning on leaving a small  
24 buffer zone around the outside. Almost no wooded  
25 areas. That's a massive lot. The amount of space that  
26 it actually fills in is quite small. They could work  
27 this towards the front of the lot. They could change  
28 the designs to actually take advantage of the landscape  
29 and go with this green space. The IZD planning  
30 specifically mentioned green space. Well, they're just  
31 making grass. There's just flat grass, no trees,  
32 nowhere for the animals to continue to travel through.  
33 And I'm extremely concerned with that. I mean it's  
34 going to hurt the area.

35 Along with that, they have the entire frontage  
36 road, they have the entire Hurricane Road across the  
37 front, and they've decided to connect in their plans to  
38 Pine Lane, our individual little road where we have all  
39 R-15 and R-20 houses and businesses. And there's  
40 people with tractor trailers that have to be able to  
41 get up and down this road. All of us -- you know, this  
42 is a private, you know, little community. It's quiet.  
43 And we're going to all of a sudden be one of the two  
44 entrances/exits of this, you know, seven hundred car  
45 parking lot. I'm not even going to be able to get  
46 Hurricane Road anymore because I'm going to be waiting  
47 behind people constantly.

48 So I really think that just overall the -- I mean I  
49 just don't think this was well thought through. I  
50 don't think this is worthy of the IZD planning. And I

1 think it's detriment to the area and it doesn't match  
2 the housing that's around it. I think that's all I  
3 have to say. Thank you very much.

4 LEON HARMON: Next speaker, and  
5 I'm not real sure of this name. I think it's Stephen  
6 Gross.

7 STEVEN GROSS: I'm Steve Gross.  
8 I'm the owner of Ridge Top Mulch, 215 Hurricane Road in  
9 Anderson, right across from the property, Ordinance 99-  
10 004.

11 We bought into that property under the assumption  
12 that most of this property was going to stay like it is  
13 under that zoning, light commercial, S-1 and other  
14 stuff. We're already seeing a problem getting our  
15 trucks in and out. We've had multiple accidents on  
16 this curve. We've had snow plows end up on our  
17 property. People can't make the curve. The road is  
18 not built for seven hundred more cars. There's already  
19 been a trucking transfer station approved for there.  
20 They're already building another hundred apartments or  
21 condos down at Lookout.

22 If we go up to the intersection and talk about the  
23 intersection up at 178 and Hurricane, there's three  
24 hundred and fifty houses already been approved on the  
25 north side of 178. There's a new factory there.  
26 They're going to be bringing in -- they said they  
27 wanted five thousand employees for there. Buc-ee's has  
28 already been approved but has backed out because of the  
29 junction of the interstate 178, Hurricane Road and all  
30 that. They've backed out until stuff gets fixed. That  
31 is just going to be the worse bottleneck in Anderson  
32 County.

33 Right now when my delivery drivers go up or I head  
34 home at five, we'll go up and I'm almost a lot of times  
35 back to the second driveway of QT waiting for the  
36 light. That's what it is now before three hundred and  
37 fifty houses, the factory cranks up, new condos down  
38 there that are already approved of building and  
39 whatever happens on Hurricane Road. The road cannot  
40 just handle it at all. It wasn't designed for that  
41 many houses. It's a state road and they're not doing a  
42 whole lot with it.

43 We're asking you to deny the rezoning for this.  
44 Because if not, it's just going to be one big problem.  
45 There's people cutting through the QT back behind the  
46 store to the truck stop. They've already had  
47 situations there because nobody wants to wait for the  
48 lights.

49 The other thing is, with all of them coming back  
50 into town, what's going to happen with the bottleneck

1 right there at the bridge. My understanding, some of  
2 the stuff has been on ordinance to look at replacing  
3 for years. Haven't done it. We're going to overload  
4 that whole intersection. It's already bad now. What  
5 happens when we add three hundred, seven hundred more  
6 cars, stuff like that. We're asking you to turn this  
7 down and keep it similar to what it is with the housing  
8 back there and the light commercial and light  
9 construction.

10 LEON HARMON: Time, Mr. Chairman.

11 STEVEN GROSS: Thank you.

12 LEON HARMON: Next speaker is

13 Richard DeAngelis.

14 RICHARD DEANGELIS: Thank you very much  
15 for the opportunity. I've lived on Cove Trail for  
16 about twenty-five, twenty-six years. Infrastructure  
17 has not changed hardly at all since the day we moved  
18 there. I ditto everything that's been said against  
19 this change. I can't even begin to imagine how a  
20 developer from some other area could come in and  
21 influence the county to the point to where they would  
22 make such a change for the benefit of their company and  
23 profit and give little consideration of all the things  
24 that have been discussed.

25 I appreciate a real estate company that does their  
26 due diligence to do whatever they can to help sell  
27 property. I'm certainly not against growth or profit,  
28 but I illegally turn into QT myself because there's not  
29 even a left turn signal there at the light. You have  
30 to wait for a hundred cars to come through coming from  
31 the area where all the commercialization is happening  
32 beyond the bridge there at Liberty Highway. There  
33 isn't even a stoplight on Clemson Boulevard. And talk  
34 about a dangerous place to try to cross, I would hope  
35 to think that that's being considered, that a stoplight  
36 will be put in there. You've got Hardee's across the  
37 street, cars coming from five different directions.  
38 And with the new trucking company and everything else,  
39 I think you (inaudible) do humbly respect your  
40 decisions and hope you will do that which is best for  
41 our county and our people. Thank you so much.

42 LEON HARMON: Next speaker is Kirk  
43 Hensarling.

44 KIRK HENSARLING: My name is Kirk  
45 Hensarling. I live at 128 Chasewater Drive and I work  
46 at 8 Justice Lane right there behind that Waffle House  
47 on 178. So I spend a lot of time in the area  
48 (inaudible) traveling there or just driving around that  
49 intersection and all.

50 I want to reiterate all the traffic concerns

1 (inaudible) it's a dangerous situation. And that's  
2 today. You know, if you add these apartments and all  
3 those cars to that mix, it's going to make it much  
4 worse. I worry about my patients today as they exit  
5 there at Justice Lane trying to get on the interstate  
6 -- on Liberty Highway. It's not too bad turning right,  
7 but trying to turn left with the trucks coming out of  
8 QT and all the traffic, and depending on the time of  
9 the day, it's a real issue. I hope that the  
10 infrastructure is done before development.

11 I can say and I think others would probably say the  
12 same thing is I think the community is not opposed to  
13 development. It's the right kind of development, which  
14 this one isn't. And it's doing the infrastructure  
15 before the development shows up. If we do things the  
16 right way, I'd like the right kind of growth. Thank  
17 you.

18 LEON HARMON: Next speaker is  
19 Jerry Lark.

20 JERRY LARK: My name is Jerry  
21 Lark. I live at 211 Sleepy Hollow. I'm not a part of  
22 that community. I live across the interstate on the  
23 other side. But we are very, very intertwined.

24 When I came in here today there was a housing  
25 development being built on Welpine Road on one end.  
26 Every tree was gone. On the other end of Welpine Road  
27 behind McDonald up on Clemson Boulevard, they're  
28 building apartments. Every tree is gone. We're  
29 getting a Buc-ee's. You're fixing to see within the  
30 next two or three years the biggest intersection in  
31 Anderson County, if not one of the biggest in the state  
32 on I-85. We simply cannot have anymore of this type of  
33 thing built. We put -- eighteen years ago -- Cindy  
34 Wilson was the first one, I believe, to zone a section.  
35 We zoned District 4, Five Forks, about eighteen years  
36 ago and we came up with a great plan with Anderson  
37 County Planning Department. And that seems to have  
38 faded away. We just seem to be building whatever we  
39 want to now without any thought to infrastructure. And  
40 these people are right. We simply do not have the  
41 roads. We've had two people killed on Welpine Road.  
42 It's a country road. And they're putting a housing  
43 development on one end, apartments on the other. What  
44 do you think is going to happen? We need to do  
45 something better. We need to think these things  
46 through more than we're doing right now.

47 If you're going to put a Buc-ee's out there, put  
48 the infrastructure in. If you're going to put houses,  
49 put the infrastructure in. Don't put the cart before  
50 the horse. And that's what we're doing. Someone is

1 going to get killed in our community. They already  
2 have and there's going to be more of it if we don't do  
3 a better job of planning for this area. This is going  
4 to be a very, very, very busy community. And it's not  
5 going to be the place we moved into twenty-five and  
6 forty years ago. Thank you for your time. Thank you.

7 LEON HARMON: Next speaker is Dale  
8 Burroughs.

9 DALE BURROUGHS: Dale Burroughs.  
10 Live on 1020 Ladys Lane. I'll make this short. I urge  
11 you to vote regarding the zoning of 99-004 as no, just  
12 like the other commission did. I know Greenville and  
13 Woodruff Road, if I come out of Ladys Lane, I have to  
14 do a Michigan left. In other words I've got to turn  
15 right to go left, go down a little ways and whip  
16 around. That's the only way I can turn left. I've got  
17 a race trailer. I've got bicycles. I like to ride my  
18 bike, head back out toward the back woods. And it's  
19 always a hustle to try to squeeze in at that area.  
20 When you say Buc-ee's coming in, (inaudible).

21 LEON HARMON: Next speaker is  
22 Ginger Ellis.

23 GINGER ELLIS: Good afternoon.  
24 Thank you for your time today. I'm Ginger Ellis. I  
25 live at 1020 Ladys Lane. And I am an environmental  
26 professional, so I work with sustainability on a  
27 regular basis and actually help a lot of clients to  
28 adhere to sustainable development.

29 So one of my greatest concerns, and I sent all of  
30 you guys an email yesterday, is regarding sustainable  
31 growth. We -- our Comprehensive Plan talks about it a  
32 lot, and I'm not sure that we really understand what  
33 sustainable means. Because this area -- again,  
34 everybody has talked about infrastructure, including  
35 schools and fire and everything else. And at the  
36 moment that has not been dealt with. We are just  
37 adding more and more load on infrastructure that has  
38 not been improved in years.

39 So, again, I urge you to adhere to what the  
40 Planning Commission has recommended and vote no against  
41 the zoning change. Thank you.

42 LEON HARMON: Next speaker is  
43 Byron Guffie.

44 BYRON GUFFIE: I'm Byron Guffie,  
45 111 Chasewater Drive, Anderson (inaudible) Manse Jolly  
46 Road. (Inaudible) everything that was said basically  
47 with infrastructure in that area. I'm not opposed to  
48 growth, but (inaudible).

49 LEON HARMON: Next speaker is  
50 Joyce Buchanan.

1 JOYCE BUCHANAN: I live at 130 Pine  
2 Knoll in North Forest Estates. I think you've heard a  
3 lot of really great valid reasons here tonight  
4 (inaudible) genuinely love our area and have the best  
5 heart for it. We're asking you to do the same without  
6 cramming more sardines into the can which is what will  
7 happen if you do this.

8 For me to get out of my subdivision, I could always  
9 just go left, go up past the QT. Can't do that anymore  
10 because the traffic now is so heavy, I almost got  
11 killed there the other day. I'm not trying to be  
12 overly dramatic. I almost got killed there. If I do  
13 get killed there, it's on this kind of planning  
14 (inaudible). If I go the other direction, the other  
15 way to get back out, now they're putting up a gigantic  
16 building project there, too. No trees. Like these  
17 people all said, they're stripping every tree out. I  
18 moved here, we bought a couple of acres, house, nice  
19 neighborhood. It's being destroyed. I was here first.  
20 Don't we have some say in what happens in our  
21 community? If you want to cram more people in here,  
22 there's no room. It's not safe. There's a million  
23 reasons why you need to look at this again. Please  
24 (inaudible).

25 LEON HARMON: Next speaker is John  
26 Davis.

27 JOHN DAVIS: Good evening. John  
28 Davis, 4512 Cove Trail. I'm here to reiterate what  
29 those folks that have come before me have said. The  
30 infrastructure I think in that area is just inadequate  
31 for this future intended use.

32 Rather than talk about everything that's already  
33 been said, I'd just like to add one thing. If you do  
34 have a copy of the proposal, the way it was presented  
35 to the Planning Council, there were supposed to be two  
36 exits from this planning community, assuming that the  
37 zoning had been changed. One exit was onto Hurricane.  
38 The other exit was touted to be on Pine Lane. Pine  
39 Lane is a dead-end road. To turn out on Pine Lane, you  
40 have to make an immediate right and then you're right  
41 on Hurricane. So the short story is, all seven hundred  
42 plus spaces, if occupied, will all dump on Hurricane,  
43 along with QT, along with Dominion Freight, along with  
44 future Buc-ee's, along with the new infrastructure  
45 that's going on in the other side of 85. And I think  
46 it's quite unsafe. I hope that you all will sustain  
47 the Planning Commission's (inaudible).

48 LEON HARMON: Next speaker is  
49 Michael Grooms.

50 MICHAEL GROOMS: Good evening. My

1 name is Michael Grooms. I live at 4545 Pine Lane. I  
 2 urge you to please vote no on this ordinance change for  
 3 the land at Pine Lane and Hurricane.

4 When we met a week or so ago with the Planning  
 5 Commission, there was a gentleman got up to speak, he  
 6 is the developer/builder. He said that he lives in  
 7 Florida. Well, we kind of get where his interests are.  
 8 He's profit driven. All of us live there. That's our  
 9 neighborhood. So we are after quality of live. The  
 10 neighborhood is very quiet. It's a dead-end street.  
 11 This will disrupt our lives tremendously with traffic,  
 12 congestion. It's more than this area is designed for.

13 So before you cast your vote, please consider how  
 14 you would react if this neighborhood -- or if this  
 15 development was in your neighborhood. Thank you very  
 16 much for your time.

17 LEON HARMON: Next speaker is  
 18 Krista Flannery.

19 KRISTA FLANNERY: Good afternoon. I'm  
 20 Krista Flannery at 4605 Pine Lane, District 5. And my  
 21 husband and I moved here a little over two years ago.  
 22 We moved here -- I have lived in big cities. I've  
 23 lived in Atlanta. I've lived in Charlotte. I've lived  
 24 in Dallas. I know what big city expansion can do. We  
 25 chose Anderson because it's a small, quaint, lovely  
 26 place. It really is. We love the lake. We want to  
 27 keep the quality of the lake, all of that. And  
 28 everything that everybody has said, I truly, truly  
 29 believe that (inaudible) to expand this way  
 30 (inaudible). It can happen in a New York minutes. And  
 31 all of the plans that people have and all this money  
 32 they're going to make, they're going to turn it upside  
 33 down if this goes through and you're going to change  
 34 it. You're going to change it and you'll never be able  
 35 to go back. So I really respectfully request that you  
 36 deny the rezoning. I think it should stay exactly  
 37 (inaudible). Thank you for your time.

38 LEON HARMON: Next speaker is  
 39 Leila Pellu.

40 TOMMY DUNN: Thank you.

41 LEON HARMON: Next speaker is

42 Chris ...

43 CHRIS HEERWAGEN: (Inaudible.)

44 LEON HARMON: Correct.

45 CHRIS HEERWAGEN: I'm Chris Heerwagen.

46 I live at 236 Indian Trail. I actually live in  
 47 Councilman Brett Sanders' district. But even though  
 48 I'm not directly affected by the Hurricane Road  
 49 rezoning request, I'm here to voice my opposition.

50 Look, folks, we all know there's a lot going on in

1 Anderson County. A lot of it is good things happening.  
2 A lot of good growth, a lot of good change. There's  
3 also a lot that's happening too quick and it's causing  
4 a lot of bad side effects. Okay?

5 I probably don't have to tell anybody on the  
6 council, these large scale, high density, multi-growing  
7 projects have a lot of impact. Not just on the parcel  
8 of land that's being, you know, up for grabs here, but  
9 absolutely on the surrounding community area.

10 You know, I'm just looking to see Council uphold  
11 the Planning Commission's recommendations, protect the  
12 existing citizens that have been here for a long time  
13 and keep the current zoning intact. If a developer,  
14 you know, wants to put in (inaudible). But please vote  
15 no to this and uphold the current zoning.

16 LEON HARMON: Mr. Chairman, that's  
17 all the speakers signed up for this portion of the  
18 meeting.

19 TOMMY DUNN: Thank you, Mr.  
20 Harmon.

21 We're going to move on now to item number 5,  
22 Leadership Anderson presentation. Councilman Wright.

23 JOHN WRIGHT: Thank you, Mr.  
24 Chairman. At this time I'd like to invite Bryce Nivens  
25 and Caroline Gaddis. They are currently going through  
26 Leadership Anderson Class 37 through the Anderson Area  
27 Chamber of Commerce. And I have invited them here  
28 tonight to talk about their class projects.

29 So thank y'all for being here. And y'all have the  
30 floor.

31 CAROLINE GADDIS: Absolutely. Thank  
32 y'all so much for your time. I'm Caroline Gaddis, and  
33 I'm one of the class reps for Leadership Anderson Class  
34 37.

35 BRYCE NIVENS: And I'm Bryce  
36 Nivens. I'm the other class representative for  
37 Leadership Anderson. And we really appreciate y'all  
38 taking the time to give us a few minutes to speak about  
39 a project we're really passionate about.

40 CAROLINA GADDIS: For those of you who  
41 don't know, Leadership Anderson is a program  
42 facilitated by the Anderson Area Chamber of Commerce.  
43 It's a leadership program to develop leaders in our  
44 community, but also to teach these future leaders about  
45 the inner workings of our community. How things work  
46 in industry and business. Some things that we may not  
47 see in local government and in state government, as  
48 well.

49 One of the things that each leadership class is  
50 tasked with is a class project. We have to fund raise



1 all year for this projects and then deliver the project  
2 by the end of the year. Our class decided on the  
3 Westside Community Center.

4 Our first day with our leadership class was to the  
5 Westside Community Center. We all fell in love with  
6 it, with its principles, with Dr. Thompson, the  
7 Executive Director. Actually the City of Anderson  
8 Assistant Police Chief Nickie Carson is in our class  
9 and she asked Dr. Thompson, what is something that our  
10 class could do reasonably in the Westside Community  
11 Center that would make an impact? And she said to redo  
12 the gym floors. So we started doing some research on  
13 it. We went and looked at the gym floors. We agreed  
14 that they needed to be refurnished.

15 After we did some economic research on it, we found  
16 out that within a fifteen minute walkability radius  
17 from the Westside Community Center there's over four  
18 hundred students under the age of eighteen that live in  
19 that area. And so we knew this project would directly  
20 impact them. And so our class decided that we were  
21 going to go full steam ahead with this project.

22 BRYCE NIVENS: So to kind of  
23 piggyback off of what Caroline said, it was a no-  
24 brainer for us to pick this project when we went and  
25 toured the Westside Community Center.

26 History and legacy is kind of something that was  
27 evident to see. I mean Dr. Thompson has been prevalent  
28 there for fifty-plus years now and involved in the  
29 community heavily. I'm sure many of you already know  
30 her. Her legacy was kind of something that our project  
31 and our class landed on. We wanted to do something  
32 that wasn't just a one-off project. There's been  
33 several in the past that have been great projects, such  
34 as the signage out on the interstate, Mural on Main  
35 were both fantastic projects that were both necessary  
36 and needed. But we wanted to have something that was  
37 going to get frequent use and repetition to kind of  
38 increase the tangible impact with that community that  
39 the Westside Community Center has had for decades now.

40 So the floor in the gymnasium was a no-brainer for  
41 us. We wanted to do a project that was going to not  
42 only bring foot traffic back into the Westside  
43 Community Center, but as well provide a potential  
44 source of revenue for them.

45 So the gym floor was presented as the paramount  
46 project for that. We also want to tackle a new score  
47 board for the Westside Community Center. So we want to  
48 get organized sporting events back into this space.  
49 It's been used in the past. And with a space that has  
50 so much potential, we feel like it's being

1 underutilized at the moment. So we're asking the  
2 County Council to provide support with that -- with our  
3 class projects and that.

4 There's also some secondary projects that we'd love  
5 to do. As soon as we've completed fund-raising the  
6 necessary funds for the floor and the scoreboard, we'd  
7 love to put a fresh can of paint on the walls, add some  
8 safety equipment, padding and stuff in there, as well  
9 as do some new -- some work on the windows and get them  
10 some new equipment in there such as netting and  
11 basketballs, volleyballs, etcetera.

12 We appreciate y'all giving us the time to speak  
13 about a project we're passionate about today. And  
14 thank you again.

15 JOHN WRIGHT: Thank y'all so much.  
16 Thank you, Mr. Chairman.

17 TOMMY DUNN: Thank you. And  
18 thank them.

19 Moving on now, item number 6, ordinance third  
20 readings, there are none.

21 We're going to move on now to item number 7(a),  
22 ordinance second reading. This is 2022-028, an  
23 Ordinance authorizing the transfer of certain real  
24 properties located within the town limits of Honea  
25 Path, South Carolina which were part of the  
26 Neighborhood Initiative Program to the Town of Honea  
27 Path; and other matters related thereto.

28 This is second reading. We talked about this last  
29 time. We want to move this forward?

30 CINDY WILSON: So moved.

31 RAY GRAHAM: Second.

32 TOMMY DUNN: Motion Ms. Wilson;  
33 second Mr. Graham. This is something to put back on  
34 the books. We took this grant money to clean this lot  
35 up. It's going back -- Honea Path has asked for this  
36 to go back on the books. We got this with grants. I  
37 think it's a good thing for the county and for the town  
38 of Honea Path. Anymore discussion? All in favor of  
39 the motion, show of hands. Opposed like sign. Show  
40 the motion carries unanimously.

41 We're going to move on now to item number 7(b),  
42 2022-029, an Ordinance authorizing the transfer of  
43 certain real properties located within the city limits  
44 of Belton, South Carolina which were part of the  
45 Neighborhood Initiative Program to the City of Belton;  
46 and other matters related thereto.

47 Do we have a motion to move this forward?

48 RAY GRAHAM: So moved.

49 CINDY WILSON: Second.

50 TOMMY DUNN: Motion Mr. Graham;

1 second Mr. Sanders. Any discussion? This is the same  
2 thing going on here that went on in Honea Path. Anyone  
3 else? All in favor of the motion, show of hands.  
4 Opposed like sign. Show the motion carries  
5 unanimously.

6 Moving on to 8(a), ordinance's first reading,  
7 2022-015, an Ordinance adopting and enacting a new code  
8 for Anderson County, South Carolina; providing  
9 for the repeal of certain ordinances not included  
10 therein; providing a penalty for the violation thereof;  
11 providing for the manner of amending such code; and  
12 providing when such code and this ordinance shall  
13 become effective.

14 Mr. Burns or Mr. Harmon, do you want to speak to  
15 this a little bit?

16 LEON HARMON: Yes, Mr. Chairman,  
17 members of Council, as most of you know, Anderson  
18 County Code is codified by Municode. Periodically we  
19 need to recodify the code to include ordinances that  
20 have amended the code or new sections that have been  
21 added to the code.

22 So what is before you is the first reading of an  
23 enacting ordinance for recodification of the code.  
24 This project has been going on for sometime. Like  
25 other things, it has been interrupted by COVID and  
26 changes in the position of Clerk to Council. This  
27 recodification project will contain all the revisions  
28 to the code that have been made through December of  
29 2020. We had to have a cut-off point, so anything  
30 beyond that will periodically be added to the code  
31 through supplements to the code itself.

32 There are some changes that will be in the new  
33 code. I'll just give a couple of examples. There are  
34 some new chapter designations. This has been done  
35 primarily to mirror chapter designations that other  
36 counties in South Carolina that use Municode have in  
37 their code. This should make the code more user  
38 friendly, as well as assist in conducting research  
39 regarding what other counties have done for a  
40 particular issue.

41 Also, some topics have been placed in the code in a  
42 chapter of their own. For example, animal ordinances  
43 will be in a chapter separate from anything else.

44 We will place a copy of the new recodified code in  
45 the Clerk's Office, the Administrator's Office, and in  
46 my office in the event that any of you would like to  
47 come and review it before we go on to second or third  
48 reading. And I'll be glad to meet individually with  
49 any of you to discuss it.

50 Finally, I would be remiss if I did not recognize

1 the efforts of Ms. Lizzy Wilkes, my paralegal, in  
 2 bringing this project to completion. She has done a  
 3 superb job in communicating with Municode and providing  
 4 them with information necessary for this project. If  
 5 it was just me, I would still be working on it. So I  
 6 appreciate her efforts very much.

7 I recommend this to you for adoption.

8 TOMMY DUNN: Do we have a motion  
 9 to put this on the floor?

10 BRETT SANDERS: So moved.

11 TOMMY DUNN: Motion Mr. Sanders.

12 We have a second by Mr. Glenn Davis. Any discussion?  
 13 All in favor of the motion, show of hands. Opposed  
 14 like sign. Show the motion carries unanimously.

15 Thank you, Mr. Harmon. Thank you and your staff  
 16 for all the work done on this.

17 Moving on now to item number 8(b), 2022-025, an  
 18 Ordinance authorizing the execution and delivery of a  
 19 fee in lieu of tax agreement by and between Anderson  
 20 County, South Carolina, and Project Fiddler with  
 21 respect to certain economic development property in the  
 22 County, whereby such property will be subject to  
 23 certain payments in lieu of taxes; and other matters  
 24 related thereto. Project Fiddler.

25 At this time I'd ask Mr. Nelson if he'll come on  
 26 board and ---

27 BURRISS NELSON: Thank you, Mr.  
 28 Chairman, members of Council. Project Fiddler is a  
 29 project from an international company that manufactures  
 30 in the vehicle industry of all kinds; trucks, cars,  
 31 planes -- well, not planes -- but boats and other heavy  
 32 equipment and produces around the world. This is tools  
 33 that they will put in some of our supplier companies in  
 34 the automotive industry. They'll be investing four  
 35 million dollars in two different -- of tools and molds  
 36 in two different supplier companies in the county.

37 This is a six percent assessment ratio fee  
 38 agreement request. No SSRC. And right now because  
 39 it's still in the contract stages, we don't know the  
 40 number of jobs it'll be creating in the two companies  
 41 for these particular investments.

42 This comes to the Council as a recommendation from  
 43 staff. Thank you.

44 TOMMY DUNN: Thank you, Mr.  
 45 Nelson. Do we have a motion to move this forward?

46 CINDY WILSON: So moved.

47 TOMMY DUNN: Motion Ms. Wilson.

48 Have a second?

49 RAY GRAHAM: Second.

50 TOMMY DUNN: Second Mr. Ray

1 Graham. Any discussion?  
2 JIMMY DAVIS: Mr. Chair, if I may?  
3 TOMMY DUNN: Yes, sir, Mr. Davis,  
4 Mr. Jimmy Davis.  
5 JIMMY DAVIS: Mr. Nelson,  
6 admittedly, this is an open-ended agreement; correct?  
7 BURRISS NELSON: Yes, sir, county-  
8 wide.  
9 JIMMY DAVIS: Okay. That's a  
10 little bit uneasiness to enter into an open-ended  
11 agreement for a municipality to do that. So explain  
12 this to me. You're going to have to dumb it down just  
13 a little bit. So we've got a multi-national company  
14 that wants to do business with some current companies  
15 that we have in the county?  
16 BURRISS NELSON: Tier One suppliers,  
17 yes, sir. The open-ended part means that that opens it  
18 up to any other Tier One suppliers that they can  
19 eventually contract with.  
20 JIMMY DAVIS: That's where I'm  
21 getting to. So as they continue to hopefully grow,  
22 this agreement would allow them to engage in other  
23 suppliers and other companies within Anderson County to  
24 expand the business and hopefully engage in more  
25 business in the county for that?  
26 BURRISS NELSON: Exactly. That's  
27 right.  
28 JIMMY DAVIS: So the agreement is  
29 mainly for the tooling and dyes and manufacturing  
30 machinery that they would install in these suppliers?  
31 BURRISS NELSON: Exactly.  
32 JIMMY DAVIS: Okay. Thank you,  
33 Mr. Nelson.  
34 BURRISS NELSON: Yes, sir.  
35 TOMMY DUNN: Anyone else?  
36 Anyone? Seeing and hearing none, all in favor of the  
37 motion, show of hands. Opposed like sign. Show the  
38 motion carries unanimously.  
39 We're going to move on now to item number 2022-030.  
40 This is 8(c), an Ordinance to amend an agreement for  
41 the development of a joint county industrial and  
42 business park (2010 Park) of Anderson and Greenville  
43 Counties so as to enlarge the park; and other matters  
44 related thereto. Mr. Nelson.  
45 BURRISS NELSON: Thank you, Mr.  
46 Chairman, members of Council. This is the multi-county  
47 park agreement that we have addressed many times on  
48 Council floor. This one, however, has two or three  
49 projects for Greenville, as well as four projects from  
50 Anderson County that are going into the park agreement.

1 So we're capturing some of our own in this particular  
2 agreement this time. So it's a little bit different  
3 than we've seen in the past. But it's the same thing.  
4 We share a little bit of the tax flow. One percent  
5 goes to Greenville; one percent Greenville sends to us.  
6 And Greenville obviously sends their thanks for your  
7 participation and approval of this particular request.  
8 TOMMY DUNN: Thank you. Do we  
9 have a motion to move this forward?  
10 JIMMY DAVIS: So moved.  
11 CINDY WILSON: So moved.  
12 TOMMY DUNN: Motion Mr. Jimmy  
13 Davis; second Ms. Cindy Wilson. Any discussion?  
14 CINDY WILSON: Very quickly.  
15 TOMMY DUNN: Ms. Wilson.  
16 CINDY WILSON: Just to add to what  
17 Mr. Burriss Nelson said. Greenville County gets one  
18 percent of what we've approved for them and we get one  
19 percent of what they approve. So there is fee in lieu  
20 of tax funding coming back to the county. Thank you.  
21 BURRISS NELSON: Thank you.  
22 TOMMY DUNN: Thank you. Anyone  
23 else? All in favor of the motion, show of hands.  
24 Opposed like sign. Show the motion carries  
25 unanimously.  
26 Thank you, Mr. Nelson.  
27 BURRISS NELSON: Thank you.  
28 TOMMY DUNN: We're going to move  
29 on to item number (d) now, 8(d), 2022-031, an Ordinance  
30 to amend Ordinance #99-004, the Anderson County Zoning  
31 Ordinance, as adopted July 20, 1999, by amending the  
32 Anderson County Official Zoning Map to rezone +/- 35.16  
33 acres from C-2 (Highway Commercial District) to IZD  
34 (Innovative Zoning District) on parcels of land,  
35 identified as on Hurricane Road and Pine Lane in the  
36 Denver-Sandy Springs Precinct shown in Deed Book 6546  
37 page 302 and Deed Book 6985 page 37. The parcels are  
38 further identified as TMS #93-00-07-004 and  
39 #93-00-07-005.  
40 BRETT SANDERS: Mr. Chairman.  
41 TOMMY DUNN: Mr. Sanders.  
42 BRETT SANDERS: I'd like to recuse  
43 myself from this vote. I am a one-sixth member of that  
44 property that's being discussed and have owned it for  
45 seventeen or eighteen years and owned it prior to that  
46 without it being in the LLC. So I need to recuse.  
47 TOMMY DUNN: Yes, sir.  
48 JOHN WRIGHT: Mr. Chairman.  
49 TOMMY DUNN: Mr. Wright.  
50 JOHN WRIGHT: I would also like to

1     recuse myself. I do not have this property listed, but  
2     an agent in my office does, and therefore, I would like  
3     to recuse myself from this vote, as well.  
4             TOMMY DUNN:                     Thank you, Mr.  
5     Wright.  
6             JOHN WRIGHT:                    Thank you.  
7             TOMMY DUNN:                    Moving on. At this  
8     time I'm going to do something a little bit different  
9     before a motion is made. I'm going to explain myself  
10    and get the motion.  
11    I'm going to make the motion tonight to move this  
12    forward. It takes three votes, three readings, to move  
13    this forward. Before we have another one, I was in  
14    contact with Mr. Iverson through email. I didn't  
15    realize there was this much objection to this. I know  
16    the Planning Commission had a meeting last -- a couple  
17    of weeks ago at their regular meeting, and then I  
18    started getting emails yesterday. I told him to set up  
19    a meeting. I'm going to meet with all y'all folks and  
20    I want to talk to y'all. There's been some -- and I'm  
21    going to listen to y'all and I'm going to take back and  
22    -- I've listened to y'all very good tonight and I take  
23    it to heart and I will continue to do that. But I want  
24    to come to y'all and talk to y'all. There's been some  
25    things said in this meeting and some things said in  
26    emails that just ain't exactly true. I just want to  
27    make sure y'all understand all the facts. Make sure  
28    you ain't shooting yourself in the foot. Then we'll  
29    move on. And if y'all still feel the way you feel,  
30    we'll take it from there and take care of it. I think  
31    that's fair enough. I want to do that and get that.  
32    But like I said, it takes two more votes if this thing  
33    passes tonight before it ever -- and it won't never get  
34    to a third vote if -- but I just want to make sure. I  
35    want to meet y'all, have a meeting with y'all, hear  
36    y'all some more, but listen to make sure from staff you  
37    folks understand everything.  
38             MALE:                            Mr. Chair, can you  
39    just table it tonight?  
40             TOMMY DUNN:                    I could. But  
41    there's no need to table it and vote -- can't go  
42    nowhere after first reading. It'll be dead on second  
43    reading if it ain't what you call it. Promise you  
44    that. It'll be just on that right there to get it  
45    done. So saying that, I make the motion to move this  
46    forward to second reading. Do I have a second?  
47             RAY GRAHAM:                    I second that.  
48             TOMMY DUNN:                    Second Mr. Graham.  
49    Any discussion?  
50             CINDY WILSON:                  May I?

1 TOMMY DUNN: Ms. Wilson.  
2 CINDY WILSON: I was really  
3 surprised to hear and see so many people coming  
4 tonight. I was informed that there had been no  
5 opposition. I don't -- I didn't get a report yet from  
6 the Planning Commission. But my packet indicates that  
7 there were four inquiries. I see that this was applied  
8 for on May 13th and postcards went out on June 27th.  
9 The property was posted, I think May 23rd. And I'm  
10 just really puzzled why only now our council members  
11 are only hearing of any opposition.  
12 I don't think that anyone up here has been as  
13 widely participating in land use and zoning issues as I  
14 have, and then Mr. Dunn is our Planning Commission  
15 Chairman for a number of years. I am hoping that Mr.  
16 Dunn and the developer can meet with you and come up  
17 with something that's palatable. I do have to tell you  
18 that when it comes to development in our county, as  
19 across the entire state, planning is always way behind  
20 in arrears of development. That's because a lot of it  
21 is multi-jurisdictional. You've got South Carolina  
22 Department of Transportation roads, you have county  
23 roads.  
24 I went to a meeting this afternoon in Williamston  
25 that involves a little edge of my district with GPATs.  
26 Have any of you heard of GPATs? We have GPATs, we have  
27 ANATs, we have ACOG, and it really takes a lot of team  
28 work to get anything done. It's really sad that it's  
29 that way, but I'm just really very, very puzzled and  
30 dismayed that we're only hearing now that there were a  
31 lot of people in that neighborhood that are opposed to  
32 this. I will be anxious to see how this moves along.  
33 I'll give my vote in affirmation tonight ---  
34 TOMMY DUNN: Let me just ---  
35 CINDY WILSON: --- in hopes of  
36 getting this to move forward. But we will certainly  
37 ---  
38 TOMMY DUNN: Thank you. Let me  
39 clarify that. This meeting I'm asking to have is not  
40 for me to try to sell y'all on this project. That's  
41 not my job. I've never met these folks. I just want  
42 to clear up some facts and make sure everybody  
43 understands everything fully. Any more discussion?  
44 JIMMY DAVIS: Mr. Chair?  
45 TOMMY DUNN: Mr. Davis.  
46 JIMMY DAVIS: Mr. Chair, I applaud  
47 your effort in having these meetings. And to the  
48 citizens out there, I will tell you this, Mr. Dunn and  
49 I don't always agree on everything that we go through  
50 as Council, but I will say he's a man of his word. And



1 I applaud your efforts for being here tonight, and I  
 2 hope you'll come back again. And let us know how you  
 3 feel. But I do want to say, he is a man of his word,  
 4 and I appreciate the fact that he's willing to have  
 5 meetings to discuss what's going on and to make sure  
 6 that the right thing happens for the citizens out  
 7 there. Thank you, Mr. Chair.

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

12 That meeting will be set up. Mr. Iverson will be  
 13 working on that and get in touch with me and we'll set  
 14 it up at the Civic Center.

15 CINDY WILSON: Mr. Chairman, may I?  
 16 So what you're telling these folks is that there won't  
 17 be a second meeting before ---

18 TOMMY DUNN: That's right. There  
 19 will be a meeting before anymore reading.

20 We're going to have a short recess. I'll be right  
 21 back there.

## 22 RECESS

23 TOMMY DUNN: Council will be back  
 24 in session now.

25 At this time we're going to move on to item number  
 26 8(e), 2022-032, an Ordinance to amend Ordinance  
 27 #99-004, the Anderson County Zoning Ordinance, as  
 28 adopted July 20, 1999, by amending the Anderson County  
 29 Official Zoning Map to rezone +/- 19.1 acres from C-2  
 30 (Highway Commercial District) to IZD (Innovative Zoning  
 31 District) on a parcel of land identified as on  
 32 Highway 76 in the Denver-Sandy Springs Precinct shown  
 33 in Deed Book 19V page 955. The parcels are further  
 34 identified as TMS #65-00-04-013.

35 BRETT SANDERS: Mr. Chairman.

36 TOMMY DUNN: Yes, sir.

37 BRETT SANDERS: This property in  
 38 question actually adjoins or -- my property backs up to  
 39 this property that I've owned -- the CTF Building I've  
 40 had for twenty-five years. And with it touching that,  
 41 I feel it's best that I recuse myself from this vote,  
 42 as well.

43 TOMMY DUNN: Okay. Do we have a  
 44 motion to move this forward?

45 RAY GRAHAM: So moved.

46 TOMMY DUNN: Motion Mr. Graham;  
 47 second by John Wright. Any discussion?

48 CINDY WILSON: May I real quick?

49 TOMMY DUNN: Ms. Wilson.

50 CINDY WILSON: In just looking at

1 this particular proposal, I've got just the basic  
2 information, this is adjoining Arthrex?  
3 TOMMY DUNN: That's right.  
4 CINDY WILSON: So would presumably  
5 this be helpful for Arthrex to recruit people to work  
6 and they could walk to work?  
7 TOMMY DUNN: I guess that could  
8 be an option, I guess.  
9 CINDY WILSON: Okay. Thank you.  
10 TOMMY DUNN: Ms. Hunter, do you  
11 have anything?  
12 JIMMY DAVIS: Mr. Chair?  
13 TOMMY DUNN: Mr. Davis.  
14 JIMMY DAVIS: Ms. Hunter, this was  
15 -- this rezoning was approved by the Planning  
16 Commission unanimously, if I'm not mistaken; correct?  
17 ALICIA HUNTER: That's correct.  
18 JIMMY DAVIS: All right. Thank  
19 you.  
20 TOMMY DUNN: Anyone else? All in  
21 favor of the motion, show of hands. Show the motion  
22 carries unanimously with Mr. Sanders recused. Will  
23 somebody get Mr. Sanders, please.  
24 Moving on to item number 9(a), R2022-036, a  
25 Resolution to state the commitment of Anderson County  
26 to enter into a fee agreement with a company known for  
27 the time being as "Project Fiddler", and/or its  
28 respective designees or nominees; to provide the  
29 general terms of the fee agreement; to identify the  
30 respective projects for purposes of the fee in lieu of  
31 Tax Simplification Act; to state the commitment of  
32 Anderson County to place the project's subject property  
33 in a multi-county park; and to provide for other  
34 matters related thereto.  
35 Do we have a motion to move this forward?  
36 JIMMY DAVIS: So moved.  
37 TOMMY DUNN: Motion Mr. Jimmy  
38 Davis; second Ms. Wilson. Any discussion? This is the  
39 project Mr. Nelson just filled us in on. Does anyone  
40 have anything at all? Hearing and seeing none, all in  
41 favor of the motion, show of hands. Opposed like sign.  
42 Show the motion carries unanimously.  
43 We're going to move on to 9(b), R2022-040, a  
44 Resolution to support and recognize Anderson County's  
45 designation of Upcountry Fiber, LLC, as a preferred  
46 partner in their respective service area for broadband  
47 by applying for applications for funding assistance to  
48 unserved and under served areas of Anderson County  
49 through the South Carolina Office of Regulatory Staff;  
50 and other matters related thereto.

1 Do we have a motion to put this on the floor?  
2 Motion Ms. Wilson. Do we have a second?  
3 BRETT SANDERS: Second.  
4 TOMMY DUNN: Second Mr. Sanders.  
5 Open the floor up for discussion. Mr. Harmon, do you  
6 want to lead off?  
7 RUSTY BURNS: Mr. Chairman, what  
8 this is, is to allow us to continue to apply for grants  
9 in the rural areas of Anderson County that are  
10 presently not served by broadband. It strengthens our  
11 application and also helps our partners with their  
12 requests to receive direct grant projects, too.  
13 TOMMY DUNN: Anyone else have any  
14 discussion? Questions? Mr. Graham.  
15 RAY GRAHAM: I know the answer to  
16 this, but just clarifying, this allows them to apply  
17 for grants for Anderson County that's going to benefit  
18 our citizens on this?  
19 RUSTY BURNS: Yes, sir.  
20 TOMMY DUNN: Anyone else? Do we  
21 have a motion to move this forward?  
22 BRETT SANDERS: So moved.  
23 TOMMY DUNN: I've done got that.  
24 I meant to call for the vote. All in favor of the  
25 motion, show of hands. Opposed like sign. Show the  
26 motion carries unanimously.  
27 We're going to move on to item number 10, change  
28 order bid approvals. Number one is 10(a), Bid #22-062,  
29 Parker Bowie Convenience Center. Who's got any  
30 background on this? Anyone want to say anything?  
31 RUSTY BURNS: Which one is that?  
32 TOMMY DUNN: Parker Bowie  
33 Convenience Center.  
34 RUSTY BURNS: Yes, sir. The legal  
35 bid that we have is from Belk Company, one million one  
36 hundred ninety-ninety thousand dollars. That's the bid  
37 for Parker Bowie Convenience Center. Yes, sir.  
38 Recommend approval.  
39 TOMMY DUNN: Any discussion or  
40 questions? Do we have a motion to put this on the  
41 floor?  
42 RAY GRAHAM: So moved.  
43 TOMMY DUNN: Motion Mr. Graham;  
44 second Ms. Wilson. Now discussion?  
45 CINDY WILSON: Very quickly. I  
46 think this was in our budget, wasn't it, for ---  
47 TOMMY DUNN: Yep.  
48 RUSTY BURNS: Yes, ma'am.  
49 CINDY WILSON: --- solid waste ---  
50 RUSTY BURNS: Solid Waste budget,

1     yes, ma'am.

2             TOMMY DUNN:                     They pay for it out

3     of their thing.

4             CINDY WILSON:                   A number of the

5     convenience centers needed upgrading and expanding.

6             TOMMY DUNN:                   They do a fine -- go

7     ahead, Mr. Graham.

8             RAY GRAHAM:                   This one here

9     definitely -- it's just got a real steep drop-off and

10    the layout is not a good set-up at all. So definitely

11    going to be encouraging -- I know a lot of people in

12    the community has got a lot of concerns for it being

13    shut down and they think they've got to carry it all

14    over the creation to dispose of the waste, but we've

15    got something worked out on that. But it's definitely

16    going to be a benefit for the community.

17             RUSTY BURNS:                   A great improvement.

18             RAY GRAHAM:                   Definitely going to

19    appreciate the work on that.

20             TOMMY DUNN:                   Thank you, Mr.

21    Graham. Anyone else? All in favor of the motion, show

22    of hands. Opposed like sign. Show the motion carries

23    unanimously.

24    We're going to move on to item number 10(b), Bid

25    #22-062, Cryptocurrency Mining. Mr. Burns, do you want

26    to give us ---

27             RUSTY BURNS:                   Mr. Chairman, we put

28    out a request for proposals. We received one bid. The

29    only thing we're requesting tonight is permission to

30    negotiate with that company. They have promised ten

31    thousand dollars a month in rent, but we have a lot

32    more work to do. But just request permission from

33    Council to explore that further. Anything we do will

34    be brought back to Council.

35             TOMMY DUNN:                   Anymore questions or

36    comments?

37             CINDY WILSON:                   Just a comment.

38             TOMMY DUNN:                   Ms. Wilson.

39             CINDY WILSON:                   I called Mr. Burns

40    because this really made me look. And the question

41    was, we don't provide electricity for them; do we?

42             RUSTY BURNS:                   No, ma'am.

43             CINDY WILSON:                   Anyway.

44             RUSTY BURNS:                   This will be located

45    at the property that we own out on 28 Bypass, TTI, in

46    the corner, in the back, in the middle of those berms

47    there. So that's the place we're looking at.

48             TOMMY DUNN:                   And it'll be brought

49    back before anything is finalized?

50             RUSTY BURNS:                   Yes, sir.

1 Absolutely.

2 TOMMY DUNN: Anything else from  
3 anybody? All in favor of the motion, show of hands.  
4 Opposed like sign. Show the motion carries  
5 unanimously.

6 Moving on to item number 11, the Golden Years  
7 Jamboree support of The Lot Project, Inc. Mr. Burns.

8 RUSTY BURNS: Mr. Chairman, as you  
9 know, the Golden Years Jamboree is tomorrow. It'll be  
10 a big celebration at the Civic Center. And the  
11 proceeds of the benefits would like to be given to The  
12 Lot Project so they can further their work with the  
13 homeless and people who are in need of assistance. It  
14 requires Council to say that that's all right.

15 TOMMY DUNN: This is what they  
16 requested?

17 RUSTY BURNS: Yes, sir.

18 TOMMY DUNN: Do we have a motion  
19 to move this forward?

20 JIMMY DAVIS: So moved.

21 TOMMY DUNN: Motion Mr. Jimmy  
22 Davis. Do we have a second? Mr. Glenn Davis. Any  
23 discussion? All in favor of the motion, show of hands.  
24 Opposed like sign. Show the motion carries  
25 unanimously.

26 Item number 12, report from the Planning and Public  
27 Works Committee meeting held on July 15th, Chairman Ms.  
28 Wilson. Chair Lady Ms. Wilson. Ms. Wilson.

29 CINDY WILSON: Thank you, Mr.  
30 Chairman. As our meeting came to order, we recognized  
31 our participants, including Ms. Alesia Hunter and her  
32 capable Planning Department staff, Mr. Derrick  
33 Singleton, Wastewater Treatment Director, and Mr.  
34 Jordan Thayer, legal counsel. We had three of our  
35 Planning Commissioners, including our chairman, to  
36 attend, and a representative from Powdersville Water  
37 Authority. And they added greatly to the discussions,  
38 and we really do appreciate their input and efforts.

39 Our county is growing so rapidly in some parts of  
40 our county, with high density and industrial  
41 development and low density residential areas  
42 creating much concern, with many phone calls to County  
43 Council from our constituents. It is important to  
44 review our policies regularly for relevancy, quality  
45 and landowner property rights.

46 Item number 3 on our agenda was Development  
47 Amenities Agreement. Recently we were advised of  
48 projects receiving Planning Commission or possibly  
49 County Council approval with amenities featured and  
50 then the developer flipping to another buyer/developer

1 who refuses to honor what was approved. Some ordinance  
2 remedies were presented. Much debate ensued. Finally  
3 Mr. Thayer recommended a new affidavit form to be  
4 signed by the developer and attached to the Planning  
5 Department application and approval with provisions to  
6 follow in the deed. This measure will come back to us  
7 and to County Council soon for further review.

8 Item 4, education and discussion of grinder pump  
9 configuration was just that, an education. Mr.  
10 Singleton pointed out the maintenance and pipe size  
11 concerns that his department must work with. In  
12 residential development with septic tanks, this  
13 equipment is usually used for lots that are  
14 topographically low, allowing marginal lots to be  
15 developed.

16 South Carolina DHEC plays the major role in this  
17 approval process. Mr. Singleton pointed out that  
18 grinder pumps can be difficult and expensive to  
19 maintain in both septic and sewer configurations.

20 Item 5, maximum building height elevations,  
21 especially where tall buildings are juxtaposed against  
22 residential uses, is a concern in some areas. Most  
23 industrial buildings are now forty to forty-five feet  
24 tall, but some have gone in exceeding a hundred feet.  
25 Access for fire suppression and one hundred foot ladder  
26 trucks should also be considered in the planning  
27 process. The topo site elevation should be part of our  
28 consideration, too.

29 Item 6, special exceptions in zoned areas, Chapter  
30 70, Anderson County Code, Ms. Hunter guided us through  
31 the special exceptions applicable to various zoning  
32 classifications, including public utility buildings and  
33 uses, auto wreckers, scrap processors, junkyards,  
34 livestock in residential districts, churches, private  
35 recreation areas, childcare centers, daycare centers,  
36 manufactured homes in conjunction with schools and  
37 parks, temporary accessory residential use, accessory  
38 dwellings, family group care homes, nursing CCRCs,  
39 recycling, automated car wash in conjunction with  
40 convenience food store with gasoline sales, cemeteries,  
41 mini warehouses, bed and breakfast establishments and  
42 communications towers. Chapter 70, Article 7 in our  
43 Codes of Ordinances outlines the provisions for uses by  
44 special exception.

45 The cell tower topic discussion indicated that  
46 tower heights are now decreasing. 5G equipment is  
47 being placed on buildings, water tanks and at other  
48 sites that are much lower in elevation and the addition  
49 of satellites are quickly reducing the need for tall  
50 cell towers and the lighting issues that go with them.

1 Item 7 under old business, we were presented with  
2 the final draft of the speed humps amendment, which is  
3 before you tonight, as requested by our Roads and  
4 Bridges Department. This ordinance amends the  
5 definition of urban districts, and I'll read that to  
6 you. And if you can follow along with what's at your  
7 desk. It says, an ordinance to amend the definition of  
8 urban districts relating to speed humps as found in  
9 Section 59-21 of the Anderson Code of Ordinances and  
10 other matters related thereto.

11 Whereas, Anderson County identifies the criteria  
12 and process for the installation of speed humps in  
13 Chapter 59 of Anderson County Code of Ordinances; and

14 Whereas, the current definition of urban districts  
15 is insufficient because of the vagueness of the term  
16 structure contained within the definition; and

17 Whereas, the Anderson County Council has determined  
18 that the definition of urban districts should be  
19 amended to prevent confusion in the decision process  
20 for the installation of speed humps.

21 Now, therefore, be it ordained by the Anderson  
22 County Council in meeting duly assembled that:

23 1. The second sentence of Section 59-21 of the Code  
24 of Ordinances, Anderson County, South Carolina, is  
25 hereby amended to read as follows:

26 Urban districts mean the territory contiguous  
27 to and including any street which is built up with  
28 structures devoted to business, industry or dwelling  
29 houses situated at intervals of less than one hundred  
30 feet for a distance of a quarter of a mile or more.

31 That's the most salient part of what we were  
32 looking at.

33 Our committee approved this unanimously, and it is  
34 before you for first reading, with our motion to  
35 approve. If you choose, we can put it on the agenda  
36 next Council meeting. I'll leave that up to you.

37 TOMMY DUNN: Ms. Wilson, if it's  
38 fine with y'all, it's a report coming out of y'all's  
39 committee, it was on here. We can vote on this tonight  
40 if y'all are ready to vote on it. Or we can wait ---

41 CINDY WILSON: Okay. And public  
42 notice on second reading.

43 TOMMY DUNN: If y'all want to do  
44 that, we can do that. Then we've got two more  
45 readings. If that's good with y'all?

46 BRETT SANDERS: She's the chair  
47 lady, but I'm fine to vote.

48 TOMMY DUNN: Is that good?

49 CINDY WILSON: Fine with us.

50 TOMMY DUNN: Go ahead, Mr.

1 Graham.  
2 RAY GRAHAM: How are we going to  
3 determine where they're going to be placed? I mean is  
4 that going to be at the request of a community?  
5 TOMMY DUNN: That system will  
6 still work like we've always ---  
7 RAY GRAHAM: The way it's always  
8 been?  
9 LEON HARMON: Yes. The system  
10 will still work the way it always has. All this really  
11 is ---  
12 RAY GRAHAM: It's just basically  
13 changing the wording?  
14 LEON HARMON: --- is changing  
15 structures, really, to dwelling units, so that you  
16 don't count ---  
17 TIM CARTEE: Dog houses, pool  
18 houses, utility buildings.  
19 TOMMY DUNN: They've had this  
20 trouble before; right?  
21 TIM CARTEE: Yes, sir.  
22 BRETT SANDERS: Basically what we're  
23 doing is just adopting the state code?  
24 JIMMY DAVIS: This follows the  
25 state and it cleans up the language to make it very  
26 clear what a dwelling structure is. We actually  
27 recently had a constituent who was counting  
28 outbuildings and pool houses and when I inquired, he  
29 said, well, really a doghouse is a structure, a  
30 dwelling structure for a dog. We need to clear this  
31 up.  
32 TOMMY DUNN: Staff didn't count  
33 that, but somebody tried to find a loophole and say  
34 they did. Trying to keep them from doing that. And  
35 coming from the Public Works Committee, it doesn't need  
36 a second. Are there anymore discussion about this?  
37 Like I said, we'll have a public hearing and two more  
38 readings on this. Anymore discussion? All in favor of  
39 the motion, show of hands. Opposed like sign. Show  
40 the motion carries unanimously. Ms. Wilson.  
41 CINDY WILSON: Item 8 under new  
42 business, and this is where discussion became lively,  
43 requiring that developers have utilities to send  
44 written notification to the Planning Department  
45 attached to their development proposal to acknowledge  
46 that the utility will provide service for that proposal  
47 is an issue particularly with the Powdersville Water  
48 Authority and to a lesser extent Big Creek Hammond  
49 Water.  
50 Development in some areas of the county is, in some



1 instances, out-stripping utilities' ability to serve  
2 with existing infrastructure. For large industrial or  
3 residential development proposals, some of this  
4 consideration can be aired in the informal pre-  
5 submittal meeting which will allow all parties to the  
6 development to be better prepared.

7 As always, our endeavor on this committee is to  
8 anticipate and properly address development concerns  
9 before they become untenable issues. This meeting and  
10 the participation of those with different perspectives  
11 was very valuable. And I want to thank all who  
12 participated in that.

13 Do my fellow committee members have anything to add  
14 or clarify?

15 BRETT SANDERS: No, ma'am. That was  
16 very thorough. Thank you.

17 CINDY WILSON: Thank y'all. It was  
18 quite an interesting meeting. We were well educated.  
19 Thank you.

20 TOMMY DUNN: Thank you, Ms.  
21 Wilson, for your work and your committee's work.

22 Moving on to item number 14, appointments, 14(a),  
23 Planning Commission, Mr. John Wright, Jr.

24 JOHN WRIGHT: Can we go into  
25 executive session first or ...

26 TOMMY DUNN: Well, if y'all  
27 insist. I skipped one. Getting ahead of myself.

28 Do we have a motion to go into executive session?

29 JIMMY DAVIS: So moved.

30 TOMMY DUNN: Wait a minute. Just  
31 a second. Going into executive session subject to  
32 attorney/client privilege regarding the matters of the  
33 Anderson County-Iva Memorandum of Understanding and  
34 legal advice subject to the attorney/client privilege  
35 regarding the Memorandum of Understanding for the  
36 Regional Wastewater Treatment Facility.

37 Now, make the motion.

38 JIMMY DAVIS: So moved.

39 CINDY WILSON: Second.

40 TOMMY DUNN: Motion Mr. Davis;  
41 second Ms. Wilson. All in favor of the motion, show of  
42 hands. Opposed like sign. Show the motion carries  
43 unanimously.

#### 44 EXECUTIVE SESSION

45 CINDY WILSON: May I make the  
46 motion to come out of executive session having received  
47 legal advice subject to the attorney/client privilege  
48 regarding Anderson County-Iva Memorandum of  
49 Understanding and legal advice subject to the  
50 attorney/client privilege regarding the Memorandum of

1 Understanding for a Regional Wastewater Treatment  
2 Facility. And I put that in the form of a motion.  
3 TOMMY DUNN: Ms. Wilson makes a  
4 motion. Have a second?  
5 GLENN DAVIS: Second.  
6 TOMMY DUNN: Second Mr. Glenn  
7 Davis. All in favor of the motion, show of hands.  
8 Opposed like sign.  
9 Do we have a motion? Mr. Sanders.  
10 BRETT SANDERS: Yes, sir, I'm sorry.  
11 I'd like to make a motion to allow our County  
12 Administrator to negotiate on behalf of Anderson County  
13 between Oconee County to discuss joint sewer and water  
14 quality in the exit 4 and I-85 area. Put that in the  
15 form of a motion.  
16 CINDY WILSON: Second.  
17 TOMMY DUNN: Have a motion Mr.  
18 Sanders; second Ms. Wilson. Any discussion? All in  
19 favor of the motion, show of hands. Opposed like sign.  
20 Show the motion carries unanimously.  
21 Mr. Graham, do you have a motion?  
22 RAY GRAHAM: Thank you, Mr.  
23 Chairman. I make a motion to approve in principal a  
24 Memorandum of Understanding between Iva and the County  
25 as discussed in executive session and authorize the  
26 staff to engage in discussions with Iva to finalize the  
27 MOU.  
28 CINDY WILSON: Second.  
29 TOMMY DUNN: We have a motion Mr.  
30 Graham; second Ms. Wilson. Any further discussion?  
31 Good luck. All in favor of the motion, show of hands.  
32 Opposed like sign. Good luck.  
33 Moving on. I've lost my ...  
34 LEON HARMON: You have  
35 appointments now, Mr. Chairman.  
36 TOMMY DUNN: The paper got  
37 flipped. We have appointments now. Start off with Mr.  
38 Wright. Councilman Wright.  
39 JOHN WRIGHT: Thank you, Mr.  
40 Chairman. I had my Planning Commissioner submit a  
41 letter of resignation. And so I would like to appoint  
42 Jamie McClain. He's actually here tonight in the  
43 audience. And assuming that you're still onboard with  
44 this appointment, I'd like to bring him before Council  
45 as a recommendation. He is an oncologist at AnMed here  
46 in town. Grew up here. We were in school together.  
47 Known him a long time. His father is actually the city  
48 attorney, Frankie McClain, which a lot of y'all  
49 probably know. So I think that Jamie will do a good  
50 job for us. Lifelong resident of Anderson and believes

1 in its potential. So I'd like to bring that in the  
2 form of a motion.

3 BRETT SANDERS: Second.

4 CINDY WILSON: I second. And we'd  
5 better vote before he changes his mind.

6 TOMMY DUNN: We have a motion by  
7 Mr. Wright and second Mr. Sanders. Any further  
8 discussion? All in favor of the motion, show of hands.  
9 Opposed like sign.

10 Mr. McClain, welcome aboard. It ain't all roses,  
11 but it ain't all bad neither. Okay? Appreciate it.  
12 We need good people like you. I really do, in all  
13 sincerity, want to appreciate you for taking your time  
14 to step up to the plate and serve the citizens of  
15 Anderson County.

16 JAMIE MCCLAIN: Look forward to the  
17 opportunity to contribute in anyway I can. Thank you  
18 so much.

19 TOMMY DUNN: Thank you.

20 We're going to move on now to requests by Council  
21 members. First, Mr. Jimmy Davis. Mr. Davis.

22 JIMMY DAVIS: Thank you, Mr.  
23 Chair. At this time I'd like, from the District 6  
24 special appropriations account, appropriate five  
25 hundred dollars to Tackling the Streets. I make that  
26 in the form of a motion.

27 CINDY WILSON: Second.

28 BRETT SANDERS: Second.

29 TOMMY DUNN: Any discussion?

30 Motion Mr. Davis; second Ms. Wilson. Any discussion?  
31 All in favor of Mr. Davis's motion, show of hands.  
32 Opposed like sign. Mr. Davis, is that it?

33 JIMMY DAVIS: That's it.

34 TOMMY DUNN: Okay. Mr. Sanders.

35 BRETT SANDERS: Yes, sir, Mr.  
36 Chairman, if I may. I have three requests. I would  
37 like to request three hundred from special rec account  
38 for the Starr-Iva Rec Softball World Series, I think it  
39 is. Also, five hundred dollars to the Anderson Jets  
40 Track Club; five hundred to Tackling the Streets. And  
41 I put that in the form of a motion, sir.

42 CINDY WILSON: Second.

43 TOMMY DUNN: Second Ms. Wilson.

44 Any discussion? All in favor of Mr. Sanders's motion,  
45 show of hands. Opposed like sign. Show the motion  
46 carries unanimously.

47 Mr. Glenn Davis.

48 GLENN DAVIS: Thank you, Mr.  
49 Chairman. If I may, I'll do all of mine at one time,  
50 as well.

1 TOMMY DUNN: Yes, sir.  
2 GLENN DAVIS: Thank you, sir. Out  
3 of my special appropriations account, I'd like to give  
4 the Anderson Jets Track Club fifteen hundred dollars;  
5 Homeland Park Fire Department three thousand dollars;  
6 Tackling the Streets a thousand dollars; Starr-Iva All-  
7 Stars three hundred dollars. I'd like to put that in  
8 the form of a motion, please.  
9 CINDY WILSON: Second.  
10 TOMMY DUNN: Motion Mr. Davis and  
11 second by Ms. Wilson. Any discussion? All in favor of  
12 the motion, show of hands. Opposed like sign. Show  
13 the motion carries unanimously.  
14 Mr. Ray Graham, Councilman Graham.  
15 RAY GRAHAM: Thank you, Mr.  
16 Chairman. I'll do all of mine together, as well.  
17 TOMMY DUNN: Yes, sir.  
18 RAY GRAHAM: I'd like to do five  
19 hundred dollars for Tackling the Streets; one thousand  
20 dollars Starr-Iva World Series, the girls; five hundred  
21 dollars to Jets Track Club. I bring this in the form  
22 of a motion.  
23 TOMMY DUNN: We have a motion ---  
24 CINDY WILSON: Second.  
25 TOMMY DUNN: Motion Mr. Graham;  
26 second Ms. Wilson. Any discussion? All in favor of  
27 the motion, show of hands. Opposed like sign. Show the  
28 motion carries unanimously.  
29 Anything else, Mr. Graham?  
30 RAY GRAHAM: No, sir.  
31 TOMMY DUNN: Mr. Wright.  
32 JOHN WRIGHT: Thank you, Mr.  
33 Chairman. I'd also like to put all three of mine in  
34 the form of one motion if that's all right?  
35 TOMMY DUNN: Yes, sir.  
36 JOHN WRIGHT: To the Anderson Jets  
37 Track Club I'd like to allocate five hundreds from  
38 District 1's special appropriations account; five  
39 hundred dollars to Tackling the Streets; and three  
40 hundred dollars to the Starr-Iva All-Star Softball  
41 team. I bring that in the form of a motion.  
42 CINDY WILSON: Second.  
43 TOMMY DUNN: Motion Mr. Wright  
44 and second Ms. Wilson. Any discussion? All in favor  
45 of the motion, show of hands. Opposed like sign. Show  
46 the motion carries unanimously.  
47 Ms. Wilson.  
48 CINDY WILSON: Thank you, Mr.  
49 Chairman. District 7 would like to appropriate from  
50 our recreation account five hundred dollars for the

1 Anderson Jets Track Club; and five hundred dollars for  
2 Watkins Community Center; and thirty-five hundred for  
3 the Pelzer Mill Town Players. I put that in the form  
4 of a motion.

5 JIMMY DAVIS: Second.

6 TOMMY DUNN: Have a motion Ms.  
7 Wilson; second Mr. Jimmy Davis. Any discussion? All  
8 in favor of Ms. Wilson's motion, show of hands. Show  
9 the motion carries unanimously.

10 TOMMY DUNN: Out of District 5's  
11 special appropriation account, I'd like to appropriate  
12 three thousand dollars for Homeland Park Fire  
13 Department. That was for their community day they had  
14 down there for the 4th of July for the community. I'd  
15 also like to appropriate five hundred dollars to the  
16 Starr-Iva All-Stars, and it goes to the Iva Rec. Is  
17 that right, Mr. Graham, it goes through them?

18 RAY GRAHAM: Yes.

19 TOMMY DUNN: And I'd like to  
20 appropriate a thousand dollars to the Anderson Jets  
21 Track Club; and I'd like to appropriate twenty-five  
22 hundred dollars to Tackling the Streets. I put that in  
23 the form of a motion.

24 CINDY WILSON: Second.

25 TOMMY DUNN: Second Ms. Wilson.  
26 Any discussion? All in favor of the motion, show of  
27 hands. Opposed like sign. Show the motion carries  
28 unanimously.

29 We're going to move on now to Administrator's  
30 report.

31 RUSTY BURNS: Nothing at this  
32 time, Mr. Chairman.

33 TOMMY DUNN: We're going to move  
34 on now to citizens' comments. Mr. Harmon.

35 LEON HARMON: Mr. Chairman, we  
36 have one speaker signed up, Bobby Simmons.

37 BOBBY SIMMONS: Bobby Simmons,  
38 District 2. I was at the city/county meeting on the  
39 second Monday and they have nice seats down there.  
40 They have some comfortable seats. I'm just saying,  
41 they just have some comfortable seats down there at the  
42 city. Comfortable seats. Very comfortable seats.

43 And also what I wanted to talk about was that I  
44 have noticed that on the agenda, on the county agenda,  
45 that you're always talking about rezoning and zoning.  
46 And which I really think is important, as well. And I  
47 think y'all are doing a lot of other things, as well.  
48 But what I would like to see is I'd like to see or hear  
49 something about the things for the peoples of Anderson  
50 County. You know, like swimming pools. People are

1 drowning in Hartwell Lake because they don't know how  
2 to swim or they don't have an area where they could  
3 have an opportunity to learn how to swim.

4 We're not given -- the YMCA is the only pool that I  
5 know of in this area that we could learn how to swim  
6 at. And we're not, more or less, aiding the people to  
7 learn how to swim by helping with the cost of swim  
8 lessons. Not necessarily membership; just swimming  
9 lessons.

10 It's just that I see things that we're not -- that  
11 I see we've not doing. Because a lot of peoples that  
12 drown in this area at Lake Hartwell, I mean if you look  
13 at since the institution of the dam, we've had a lot of  
14 people to die every year because they don't know how to  
15 swim. And I think to me that's very important.

16 And also I'd like to see you talk about more things  
17 to help the people like supports of sports and business  
18 and the broadband. I think you talked about the  
19 broadband in your meeting today, but we definitely need  
20 to have something about the broadband because a lot of  
21 kids in school that need broadband, and they don't have  
22 access to the internet.

23 And I'd like to say one thing when we're leaving  
24 that on a song learn to say what have you done for me  
25 lately? So I want you to realize that a lot of people  
26 are depending on the County Council to do things to  
27 help support their life and make their life better.

28 So I thank y'all for listening. Thank you.

29 TOMMY DUNN: Thank you. Mr.  
30 Harmon?

31 LEON HARMON: Mr. Chairman, no one  
32 else is signed up.

33 TOMMY DUNN: We'll go to remarks  
34 from Council members. Ms. Wilson.

35 CINDY WILSON: Thank you. I'll  
36 pass this time. We've talked plenty.

37 TOMMY DUNN: Thank you. Mr.  
38 Wright?

39 JOHN WRIGHT: Mr. Chairman, just  
40 very briefly. I just want to thank Council. I  
41 received a number of phone calls and text messages from  
42 fellow Council members on the birth of our third child  
43 a couple of weeks ago. And just really meant a lot to  
44 me to see everybody's support and thoughts and prayers  
45 at that time. So I really appreciate everybody on  
46 here. Thank you.

47 TOMMY DUNN: Thank you. Mr.  
48 Graham.

49 RAY GRAHAM: Nothing at this  
50 time.

1 TOMMY DUNN: Mr. Glenn Davis.  
2 GLENN DAVIS: Thank you, Mr.  
3 Chairman. I'd just like to remind everybody on July  
4 30th, we're having our Second Annual Community Fun Day  
5 at the Anderson County Annex there. We start at three  
6 and end at seven. And we've been getting a lot of  
7 inquiries about this. I think it's going to be a  
8 bigger and better event this year. It's for the  
9 community. It's not just District 2. It's for all of  
10 Anderson County. Word is getting out. We're going to  
11 have exactly just what it says, a community fun day.  
12 And going to be a good time for all.  
13 Thank you, Mr. Chairman.  
14 TOMMY DUNN: Thank you, Mr.  
15 Davis. Mr. Brett Sanders.  
16 BRETT SANDERS: Nothing at this  
17 time, sir.  
18 TOMMY DUNN: Thank you. Mr.  
19 Jimmy Davis.  
20 JIMMY DAVIS: Nothing, sir.  
21 TOMMY DUNN: Thank you.  
22 Fellow Council, it's been a long night, but I do  
23 want to thank y'all. Thank y'all for supporting that  
24 on that zoning thing. That meeting is going to be, if  
25 y'all want to come and have some fun, it's going to be  
26 Tuesday at 6:30 at the Civic Center.  
27 Only other thing I want to say, Mr. Simmons, two  
28 things. You keep bringing up about these comfortable  
29 seats, or uncomfortable seats. I'll be glad to buy you  
30 a cushion. These -- Mr. Burns informed me, this is an  
31 historic courthouse. We have to make major things to  
32 change something, it's on the register here, to change  
33 it. But we can put a cushion in there if you want it.  
34 The other thing is a swimming pool. If you have  
35 been on or been around probably about eight or nine  
36 years ago, we filled this place up back and forth about  
37 swimming pools. That's dog's hunted. And it didn't  
38 hunt good.  
39 Meeting adjourned. Thank y'all.  
40  
41 **MEETING ADJOURNED AT 8:27 P.M.**

State of South Carolina     )

County of           Anderson     )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
AUGUST 2, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
JANIE TURMON



1 TOMMY DUNN: ... Presentation  
2 meeting of August the 2nd to order. I want to thank  
3 everyone for coming out tonight. And welcome everyone  
4 for being here.

5 At this time we'll go to item number 2, resolutions  
6 and proclamations, 2(a), 2022-032, Ms. Cindy Wilson.  
7 Ms. Wilson.

8 CINDY WILSON: Thank you, Mr.  
9 Chairman. This is quite a resolution to honor  
10 Tabernacle Baptist Church of Pelzer on the occasion of  
11 it's one hundred and twenty-fifth anniversary, and  
12 other matters related thereto.

13 WHEREAS, since its humble yet dignified beginnings  
14 125 years ago in the Eagle Grocery Store building  
15 across from the Pelzer Mills office, where its  
16 twenty-seven charter members elected Reverend W. T.  
17 Tate as its founding pastor, Tabernacle Baptist Church  
18 has served as an embodiment of the Great Commission of  
19 Jesus Christ, bringing the faith to people wherever  
20 they may be found; and,

21 WHEREAS, the Tabernacle Baptist community has  
22 prospered and progressed over the years, enduring the  
23 storms of earthly tumult, and to this day continues to  
24 share the faith, inspired by its tradition of providing  
25 support and care to the Children of God; and,

26 WHEREAS, under the leadership of incumbent pastor  
27 Reverend James Crawford, Tabernacle Baptist serves its  
28 community through not only regular church worship  
29 services, but also outreach work, program activities,  
30 and mission trips; and,

31 WHEREAS, the Tabernacle Baptist Church family has  
32 been trusted with the mission of service to the Pelzer  
33 community for one hundred twenty-five years, and with  
34 its full trust in the Lord will continue its godly  
35 heritage for many more years of worship and service;  
36 and,

37 WHEREAS, the church will observe its 125th  
38 anniversary on August 28th, 2022;

39 NOW, THEREFORE, BE IT RESOLVED that the Anderson  
40 County Council hereby celebrates Tabernacle Baptist  
41 Church's 125-year tradition of service to the Pelzer  
42 community and offers its warmest congratulations to the  
43 congregation on this notable anniversary.

44 RESOLVED in a meeting duly assembled this 2nd day  
45 of August 2022.

46 May I put that in the form of a motion?

47 TOMMY DUNN: Yes, you may. Do we  
48 have a second?

49 JIMMY DAVIS: Second.

50 TOMMY DUNN: Second Mr. Jimmy

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

4 Ms. Wilson.

5 CINDY WILSON: May we have everyone  
6 down front.

7 **PRESENTATION OF RESOLUTION**  
8 **APPLAUSE**

9 TOMMY DUNN: We're going to move  
10 on now to item number 2(b), Resolution 2022 -- and I  
11 apologize. I forgot to mention before. Councilman Ray  
12 Graham and Councilman Glenn Davis has gone to the  
13 Association of Counties convention, so they're not here  
14 tonight. And Mr. Davis has asked Councilman Sanders if  
15 he would read this resolution in. Mr. Sanders.

16 BRETT SANDERS: Thank you, Mr.  
17 Chairman. This is Resolution 2022-41.

18 THIS IS A RESOLUTION HONORING THE HISTORY AND  
19 HERITAGE OF PLEASANT HILL BAPTIST CHURCH, AND OTHER  
20 MATTERS RELATED THERETO.

21 WHEREAS, in 1871, on what was surely a day of  
22 tremendous hope and spirit-filled celebration, the  
23 Pleasant Hill Baptist Church was founded under the  
24 pastorate of Reverend Stewart Oliver; and,

25 WHEREAS, for more than 150 years now, the pastors  
26 and members of Pleasant Hill Baptist have brought the  
27 Word of God to the Belton Community and beyond, guided  
28 by the principles of service and stewardship handed  
29 down as if they were family heirlooms from generation  
30 to generation; and,

31 WHEREAS, now led by Pastor Paul D. Garrett and  
32 called by many "The Hill Church", Pleasant Hill Baptist  
33 is a house of worship for all persons, reaching and  
34 teaching the Word of God, developing people spiritually  
35 and socially, working to bring people of all sexes,  
36 races, and creeds to a greater understanding of their  
37 relationship with God; and,

38 WHEREAS, during the months of July and August,  
39 Pleasant Hill Baptist observes its "150+1" Church  
40 Anniversary Celebration, during which time the church  
41 will host many special events, services, and guest  
42 speakers under the theme of "Honoring The Past .....  
43 Embracing The Future"; and,

44 WHEREAS, it is the desire of Anderson County  
45 Council to offer its heartfelt congratulations to a  
46 faith community that has had such a long and meaningful  
47 presence in the lives of so many people over so many  
48 generations.

49 NOW, THEREFORE, BE IT RESOLVED that the Anderson  
50 County Council hereby recognizes the "150+1" Church

1 Anniversary Celebration of Pleasant Hill Baptist and  
2 extends its best wishes to Pastor Garrett and his  
3 congregation for a joyous time of celebration.  
4 I put that in the form of a motion, sir.  
5 CINDY WILSON: Second.  
6 TOMMY DUNN: Have a motion Mr.  
7 Sanders; second Ms. Wilson. Any further discussion?  
8 RUSTY BURNS: Mr. Chairman?  
9 TOMMY DUNN: Mr. Burns.  
10 RUSTY BURNS: Mr. Graham has  
11 joined us remotely.  
12 TOMMY DUNN: Okay. Glad to have  
13 him ---  
14 BRETT SANDERS: Mr. Chairman, as Ms.  
15 Wilson said earlier, the combined -- that's two hundred  
16 and seventy-six years between two churches. That's  
17 awesome.  
18 TOMMY DUNN: It is.  
19 CINDY WILSON: You know, a lot of  
20 our Baptist churches were founded from Big Creek  
21 Baptist over in Pelzer, Reverend Moses Holland. Am I  
22 correct, Rusty? I think that was in the mid-seventeen  
23 hundreds right there on the banks of the Saluda River.  
24 And it's kind of like the mother church of all the  
25 Baptist churches in the county. It's just a remarkable  
26 history that we have here in our county. We're very  
27 blessed here. Thank you.  
28 TOMMY DUNN: Thank you. All in  
29 favor of the motion, show of hands. Opposed like sign.  
30 Show the motion carries unanimously.  
31 Mr. Graham, you voting present?  
32 RAY GRAHAM: I do.  
33 TOMMY DUNN: He does. Mr. Graham  
34 has joined us by Zoom. He votes present, so it is  
35 unanimous.  
36 We will conclude this part of the meeting.  
37 Appreciate everybody coming out. We'll reconvene at  
38 6:30 to start our regular Council meeting.  
39  
40 **(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:14 P.M.)**

State of South Carolina     )  
County of           Anderson     )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
AUGUST 2, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
JANIE TURMON

1 TOMMY DUNN: At this time I'd  
2 like to call the regular Anderson County Council  
3 meeting of August 2nd to order. Want to welcome each  
4 and every one of you here tonight. And thank y'all for  
5 coming. At this time I'd like to ask Council Honorable  
6 John Wright if he would lead us in the invocation,  
7 please. All rise.

8 JOHN WRIGHT: Let us pray.

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

10 TOMMY DUNN: As we move on, a  
11 little bit of housekeeping. To start off with,  
12 Councilman Glenn Davis is not here tonight. He's at  
13 the Association of Counties meeting, at their  
14 convention. So that's where he's at. Also, Councilman  
15 Graham is there also. Councilman Graham is joining us,  
16 my understanding on Zoom. He's over there, so he will  
17 be involved in any discussion and voting. He just  
18 won't be -- won't see him up here.

19 Another thing for the record tonight as we move  
20 forward, item number 6(d) on the agenda, 6(d) has been  
21 pulled by request of the developer that asked for it to  
22 be on the agenda to start with. I got an email today.  
23 So that has been pulled and we won't be discussing that  
24 tonight.

25 So at this time as we move on, we'll ask Mr. Harmon  
26 -- we're going to do minutes first. I'm sorry. Do we  
27 have any approval or corrections to be made to the June  
28 21st, 2022 meeting? Do we have a motion to move this  
29 forward?

30 CINDY WILSON: ... minutes of that  
31 meeting as presented.

32 TOMMY DUNN: Okay. Ms. Wilson  
33 makes a motion we move forward and accept the minutes  
34 as presented of the June 21st meeting.

35 JOHN WRIGHT: Second.

36 TOMMY DUNN: Second Mr. John  
37 Wright. All in favor of the motion, show of hands.  
38 All opposed like sign. How does Mr. Graham ... Mr.  
39 Graham, you in favor?

40 RAY GRAHAM: I am in favor.

41 TOMMY DUNN: Show the motion  
42 carries unanimously.

43 Now we're going to move on to item number -- June  
44 29th minutes of 2022. Are there any corrections to be  
45 made to those?

46 CINDY WILSON: Yes, sir, may I?

47 TOMMY DUNN: Yes, ma'am. Ms.  
48 Wilson. There is one correction on the next to the  
49 last page, it's a typo on line 34, it says Honda Path  
50 instead of Honea Path. And I request that we make that

1 correction.  
2 TOMMY DUNN: Anything else?  
3 CINDY WILSON: That's it.  
4 TOMMY DUNN: Anyone have anything  
5 else? Ms. Wilson makes a motion we accept the minutes  
6 as presented with that correction being made. Do we  
7 have a second?  
8 JOHN WRIGHT: Second.  
9 TOMMY DUNN: Second by John  
10 Wright. Now, are there any -- all in favor of the  
11 motion, show of hands. Mr. Graham?  
12 RAY GRAHAM: I'm in favor.  
13 TOMMY DUNN: Show the motion  
14 carries unanimously.  
15 Now we're going to move forward to citizens'  
16 comments. As Mr. Harmon calls your name, please state  
17 your name and district for the record. Please address  
18 the chair. You've got three minutes. And matters on  
19 agenda items only this first go around. Mr. Harmon.  
20 LEON HARMON: Mr. Chairman, first  
21 speaker is Dan Walker. I'm sorry, David Walker.  
22 DAVID WALKER: Thank you. That's  
23 my brother Danny. He's a lot smarter than I am.  
24 I'm speaking on this first ordinance here about the  
25 third reading on Long Road to prohibit through trucks.  
26 And I just want to appreciate your consideration. I  
27 represent a hundred percent of the residents and a  
28 hundred percent of the animals that reside on Long  
29 Road, and to continue our enjoyment of that place and  
30 it's safety and the beauty of that place. We  
31 appreciate your taking this under consideration and  
32 getting it decided. Thank you.  
33 TOMMY DUNN: Yes, sir. Anyone  
34 else?  
35 LEON HARMON: No one else is  
36 signed up, Mr. Chairman.  
37 TOMMY DUNN: Thank you, Mr.  
38 Harmon.  
39 ANDREW CACOSSA: May I make a  
40 comment? I'm sorry, I didn't sign up.  
41 TOMMY DUNN: I'm going to make an  
42 exception. Go ahead. Step forward and state your name  
43 and district for the record.  
44 ANDREW CACOSSA: My name is Andrew  
45 Cacossa. I live in the Hopewell area. I live in Omega  
46 Farms. And this ordinance is about heavy trucking on  
47 Long Road. I just want to bring to everybody's  
48 attention that in Omega Farms there's thirty-two  
49 children that live there. And a lot of those homes  
50 back up onto that road. So I just wanted to let you

1 know that there is a safety issue there with that many  
2 children in that dense an area. So it's not just a  
3 country road. There are children crossing that road  
4 all the time.

5 TOMMY DUNN: Thank you.

6 Moving on now to ordinance's first reading,  
7 Ordinance 5(a), third reading, 2022-023, an Ordinance  
8 imposing a prohibition of certain motor vehicle traffic  
9 on Long Road (C-06-0018); and other matters related  
10 thereto. This is in District 7.

11 First we have a public hearing. Anyone wishing to  
12 speak to this matter, step forward and state your name  
13 and district and address the chair, please. You have  
14 three minutes. Anyone at all? Seeing and hearing  
15 none, the public hearing will be closed. Do we have a  
16 motion to move this forward?

17 CINDY WILSON: Yes, sir. May I  
18 make the motion that we prohibit eighteen-wheel traffic  
19 on Long Road. That's in my district. And as I've  
20 pointed out the previous two votes, it's nothing more  
21 than a paved pig path, as much of our roads are in that  
22 area. There's a very, very difficult turn with no line  
23 of sight where Long runs into Midway. I'm surprised  
24 there hasn't been a fatality there yet. But hopefully  
25 this will prevent that. So I request your vote for  
26 this. Thank you.

27 TOMMY DUNN: Ms. Wilson makes a  
28 motion. Do we have a second?

29 JIMMY DAVIS: Second.

30 TOMMY DUNN: Second Mr. Jimmy  
31 Davis. Any discussion? Seeing and hearing none, all  
32 in favor of the motion, show of hands. All opposed  
33 like sign. Show the motion carries unanimously.

34 LEON HARMON: Mr. Graham.

35 TOMMY DUNN: Oh, I'm sorry. Mr.  
36 Graham?

37 RAY GRAHAM: In favor.

38 TOMMY DUNN: Mr. Graham is in  
39 favor. And thank y'all for reminding me. I'll have to  
40 have that I'm sure a couple more times tonight. Thank  
41 y'all. It's unanimous.

42 Moving on. Moving on now to item number 5(b),  
43 2022-024, an Ordinance authorizing the transfer of a  
44 wastewater pump station site which serves The Vantage  
45 Apartments located at 95 Robbins Drive to Renewable  
46 Water Resources; and other matters related thereto.

47 Mr. Harmon, do you want to just give a quick  
48 overview of this, or Mr. Burns, one of y'all about this  
49 before we go into public hearing?

50 LEON HARMON: Mr. Chairman, I'll

1 be glad to. This ordinance involves the transfer of  
2 ownership of a wastewater pump station site that serves  
3 the Vantage Apartments up in Powdersville. And that  
4 would be -- we would be transferring that to ReWa.  
5 This pump station is located on Dobbins -- Robins Drive  
6 off of Hood Road. The pump station was not yet deeded  
7 to the county when we did the transfer of assets with  
8 ReWa back in June of 2019. ReWa has been operating the  
9 pump station. This basically is a post-closing matter  
10 and cleaning up the paperwork to deed this property to  
11 ReWa.

12 TOMMY DUNN: Thank you.  
13 This will be a public hearing. Anyone wishing to  
14 speak to this matter, please step forward and state  
15 your name and district and address the chair, please.  
16 Anyone at all? Seeing and hearing none, the public  
17 hearing will be closed. Do we have a motion to move  
18 this forward?

19 JIMMY DAVIS: So moved.  
20 CINDY WILSON: Second.  
21 TOMMY DUNN: Motion Mr. Jimmy  
22 Davis and second Ms. Cindy Wilson. Any discussion?  
23 Hearing none, all in favor of the motion, show of  
24 hands. All opposed like sign. Show the motion carries  
25 unanimously.

26 LEON HARMON: Mr. Graham.  
27 TOMMY DUNN: Mr. Graham, I'm  
28 sorry. I'll get this, I promise you, before we get  
29 through tonight I'll get this done. Mr. Graham.  
30 RAY GRAHAM: That's fine. I'm in  
31 favor.

32 TOMMY DUNN: Mr. Graham is in  
33 favor. That's unanimous. Sorry about that, Mr.  
34 Graham. I'll do better. I promise.

35 Moving on to item number 5(c), 2022-028, an  
36 Ordinance authorizing the transfer of certain real  
37 properties located within the town limits of Honea  
38 Path, South Carolina which were part of the  
39 Neighborhood Initiative Program to the Town of Honea  
40 Path; and other matters related thereto.

41 This is part, Mr. Burns or Mr. Harmon, help me out.  
42 This is the part we talked about this the previous two  
43 readings. This is the part we had, they want it to put  
44 it back on the tax books. Hopefully, they can do  
45 something ---

46 RUSTY BURNS: It was meant to  
47 clean up these properties. We have cleaned the  
48 properties up. Now we want to return that to the town  
49 so they can use it for new housing.

50 TOMMY DUNN: And that's the same



1 way with the next one, also?  
2 RUSTY BURNS: Absolutely the same  
3 thing. Yes, sir.  
4 TOMMY DUNN: So we'll have a  
5 public hearing on this. Anyone wanting to speak to  
6 this matter, please step forward, state your name and  
7 district and address the chair, please. Anyone at all?  
8 Seeing and hearing none, the public hearing will be  
9 closed. Do we have a motion to move this forward?  
10 CINDY WILSON: So moved.  
11 TOMMY DUNN: Motion Ms. Wilson.  
12 Do we have a second?  
13 BRETT SANDERS: Second.  
14 TOMMY DUNN: Second Mr. Sanders.  
15 Now discussion? Any discussion? Hearing none, all in  
16 favor of the motion, show of hands. Mr. Graham?  
17 RAY GRAHAM: In favor.  
18 TOMMY DUNN: Mr. Graham is in  
19 favor, so the motion carries unanimously.  
20 Moving on to item number 5(d), 2022-029, an  
21 Ordinance authorizing the transfer of certain real  
22 properties located within the city limits of Belton,  
23 South Carolina which were part of the Neighborhood  
24 Initiative Program to the City of Belton; and other  
25 matters related thereto.  
26 This is the same thing exact as we done before.  
27 It's just changing -- instead of Honea Path, it's  
28 Belton. This will be a public hearing. Anyone wishing  
29 to speak to this matter, please step forward and state  
30 your name and district and address the chair, please.  
31 Anyone at all? Anyone? Seeing and hearing none, the  
32 public hearing will be closed. Do we have a motion?  
33 Mr. Graham?  
34 RAY GRAHAM: Motion.  
35 TOMMY DUNN: Mr. Graham makes a  
36 motion. Do we have a second?  
37 CINDY WILSON: Second.  
38 TOMMY DUNN: By Ms. Wilson. Now  
39 any discussion? All in favor of the motion, show of  
40 hands. Mr. Graham?  
41 RAY GRAHAM: In favor. Thank  
42 you.  
43 TOMMY DUNN: Thank you. Show the  
44 motion carries unanimously.  
45 We're going to move on now to item number 6(a),  
46 second reading, 2022-015, an Ordinance adopting and  
47 enacting a new code for Anderson County, South  
48 Carolina; providing for the repeal of certain  
49 ordinances not included therein; providing a penalty  
50 for the violation thereof; providing for the manner of

1 amending such code; and providing when such code and  
2 this ordinance shall become effective.

3 Do we have a motion to move this forward?

4 BRETT SANDERS: So moved.  
5 CINDY WILSON: Second.  
6 TOMMY DUNN: Motion Mr. Sanders;  
7 second Ms. Wilson. Mr. Harmon, would you just brief on  
8 this for the folks out there that wasn't here -- that  
9 don't know this like we do. This is updating our Code  
10 of Ordinances book, what this amounts to, giving us the  
11 right to clean up some stuff. But go ahead.

12 LEON HARMON: It is, Mr. Chairman.  
13 We have partnered with Municode to do this  
14 recodification project. It's simply reissuing the code  
15 with new ordinances that have been placed in the code  
16 by the Council since the last time it was recodified.  
17 And this will take us up through the end of 2020. And  
18 then there will be supplements that follow that for  
19 ordinances that have passed since 2020.

20 TOMMY DUNN: Thank you, Mr.  
21 Harmon. All in favor of the motion, show of hands.  
22 All opposed like sign. Mr. Graham?

23 RAY GRAHAM: In favor.  
24 TOMMY DUNN: Mr. Graham is in  
25 favor. Show the motion carries unanimously.

26 Moving on to item number 2022-025, 6(b), 2022-025,  
27 an Ordinance authorizing the execution and delivery of  
28 a fee in lieu of tax agreement by and between Anderson  
29 County, South Carolina, and Project Fiddler with  
30 respect to certain economic development property in the  
31 County, whereby such property will be subject to  
32 certain payments in lieu of taxes; and other matters  
33 related thereto.

34 Do we have a motion to move this forward?

35 BRETT SANDERS: So moved.  
36 CINDY WILSON: Second.  
37 TOMMY DUNN: Motion Mr. Sanders;  
38 second Ms. Wilson. I open the floor up for discussion.  
39 I'll ask Mr. Burriss Nelson, our Economic Development  
40 Director, if he'll say a few words.

41 BURRISS NELSON: Thank you, Mr.  
42 Chairman, members of Council. This is a major  
43 international manufacturer that is placing their tools,  
44 manufacturing tools, with two of our tier one suppliers  
45 in our community. They're investing about six million  
46 dollars in these two locations. And this will help  
47 stabilize and continue good success for these two  
48 companies, as well as possibly adding additional  
49 employees. We won't know those numbers for a little  
50 bit. They're still working on contracts between these

1 two.  
2 This company also asked for council's indulgence.  
3 They would like to push third reading public hearing  
4 until September 16th. They actually missed the public  
5 hearing date, so we won't see this the last meeting in  
6 ---  
7 TOMMY DUNN: In August?  
8 BURRISS NELSON: --- in August.  
9 First meeting in September is when they would like to  
10 do that. Sorry. Thank you.  
11 TOMMY DUNN: Thank you, Mr.  
12 Nelson. Anyone have any discussion, comments,  
13 questions, anything for Mr. Nelson. Have anything?  
14 Hearing none, all in favor of the motion, show of  
15 hands. Mr. Graham?  
16 RAY GRAHAM: In favor.  
17 TOMMY DUNN: Opposition, like  
18 sign. Show the motion carries unanimously.  
19 We're going to move on now to item number 6(c),  
20 2022-030, an Ordinance to amend an agreement for the  
21 development of a joint county industrial and business  
22 park (2010 Park) of Anderson and Greenville Counties so  
23 as to enlarge the park; and other matters related  
24 thereto.  
25 Do we have a motion to put this on the floor?  
26 JIMMY DAVIS: So moved.  
27 CINDY WILSON: Second.  
28 TOMMY DUNN: Motion Mr. Jimmy  
29 Davis and second Ms. Cindy Wilson. Open the floor up  
30 for discussion. Mr. Burriss Nelson.  
31 BURRISS NELSON: Thank you, Mr.  
32 Chairman and members of Council. This particular  
33 project, as we've done many times, is adding properties  
34 from some projects in Anderson County to the Greenville  
35 park, which is a little different than we've done in  
36 the past. But this time, also, Greenville is asking  
37 for your permission and acceptance of parcels into our  
38 park, as well. But this is so that all of the  
39 companies involved can receive additional incentives.  
40 Thank you, sir.  
41 TOMMY DUNN: Thank you. Anyone  
42 have any questions or comments for Mr. Nelson or  
43 anything else? Any discussion? Seeing and hearing  
44 none, all in favor of the motion, show of hands. Mr.  
45 Graham? Mr. Graham?  
46 RAY GRAHAM: In favor.  
47 TOMMY DUNN: All opposed like  
48 sign. Show the motion carries unanimously.  
49 Thank you, Mr. Nelson.  
50 BURRISS NELSON: Thank you.

1 TOMMY DUNN: 6(d) has been -- as  
2 I said earlier, has been pulled.  
3 We're going to go to 6(e), 2022-032, an Ordinance  
4 to amend Ordinance #99-004, the Anderson County Zoning  
5 Ordinance, as adopted July 20, 1999, by amending the  
6 Anderson County Official Zoning Map to rezone +/- 19.1  
7 acres from C-2 (Highway Commercial District) to IZD  
8 (Innovative Zoning District) on a parcel of land,  
9 identified as on Highway 76 in the Denver-Sandy Springs  
10 Precinct shown in Deed Book 19V page 955. The parcels  
11 are further identified as TMS #65-00-04-013.  
12 Do we have a motion to move this forward?  
13 CINDY WILSON: So moved.  
14 BRETT SANDERS: Mr. Chairman?  
15 TOMMY DUNN: Yes, sir.  
16 BRETT SANDERS: I need to recuse  
17 myself on this one. I own property that actually  
18 adjoins this piece here. I don't own this piece, but I  
19 own ---  
20 TOMMY DUNN: No financial gain,  
21 you just feel like you want to recuse yourself because  
22 you own adjoining property and you don't ---  
23 BRETT SANDERS: Correct.  
24 TOMMY DUNN: Thank you, Mr.  
25 Sanders. Okay.  
26 Now, do we have a motion to move this forward?  
27 CINDY WILSON: So moved.  
28 TOMMY DUNN: Ms. Wilson. We have  
29 a second by John Wright. Any discussion? Ms. Hunter,  
30 you have anything? You good? All in favor of the  
31 motion, show of hands. Mr. Graham?  
32 RAY GRAHAM: In favor.  
33 TOMMY DUNN: Okay. All opposed  
34 like sign. Show the motion carries unanimously.  
35 Mr. Davis, will you bring Mr. Sanders back in?  
36 Moving on now to item number 6(f), 2022-033, an  
37 Ordinance to amend the definition of "Urban Districts"  
38 relating to speed humps as found in section 59-21 of  
39 the Anderson County Code of Ordinances; and other  
40 matters related thereto.  
41 Do we have a motion to move this forward?  
42 CINDY WILSON: So moved.  
43 TOMMY DUNN: Motion by Ms.  
44 Wilson. Do we have a second?  
45 JIMMY DAVIS: Second.  
46 TOMMY DUNN: Second Mr. Jimmy  
47 Davis. Now any discussion? I think this is just  
48 trying to clear up our things. This come out of Ms.  
49 Wilson's committee, and this is sort of putting it in  
50 line with the state thing, is my understanding. All in

1 favor of the motion, show of hands. Mr. Graham?  
2 RAY GRAHAM: In favor.  
3 TOMMY DUNN: Mr. Graham is in  
4 favor. Any opposed, like sign. Show the motion  
5 carries unanimously.  
6 Moving on to ordinance first reading, ordinance  
7 7(a), 2022-034, an Ordinance authorizing, under certain  
8 conditions, the execution and delivery by Anderson  
9 County, South Carolina of a second amended fee in lieu  
10 of taxes agreement with Project Triangle with respect  
11 to a project in the County whereby the project would be  
12 subject to payment of certain fees in lieu of taxes and  
13 would be provided certain special source credits  
14 against fee payments; and related matters.  
15 Do we have a motion to put this on the floor?  
16 BRETT SANDERS: So moved.  
17 CINDY WILSON: Second.  
18 TOMMY DUNN: Motion Mr. Sanders  
19 to put on the floor. Second Ms. Wilson. We open the  
20 floor up for discussion. We'll go to Mr. Burriss  
21 Nelson. Mr. Nelson.  
22 BURRISS NELSON: Thank you, Mr.  
23 Chairman, members of Council. This is an excellent  
24 project opportunity for Anderson County. Two hundred  
25 million dollars, three hundred and fifty jobs with an  
26 average pay in excess of thirty dollars an hour.  
27 Annual payroll alone in this project will be twenty-one  
28 million dollars. And this particular company is one of  
29 our existing companies, already has an annual payroll  
30 exceeding fifty million. And this project has great  
31 potential for things that will be very positive and  
32 will shine a light on Anderson County, like many of our  
33 projects have. But this has special importance. And  
34 I'm about so excited I can't hardly talk about it. But  
35 anyway, two hundred million. It's a fee agreement of  
36 four percent because it exceeds the -- or reaches the  
37 amount for super fee. And with SSRCS of ninety percent  
38 for the first five years, seventy percent for years  
39 five through sixteen -- or fifteen -- and then fifty  
40 percent for years sixteen through twenty-five. It  
41 would be, because it's a super fee, a forty year  
42 agreement with a ten-year extension for additional  
43 opportunities for investment.  
44 This comes to council -- well, has a community  
45 impact at the end of forty years of one billion five  
46 hundred and thirty-two million. So like I said, it's  
47 an exciting opportunity for us.  
48 This comes to council as a recommendation from  
49 staff. Thank you, sir.  
50 TOMMY DUNN: Thank you. Do we

1 have anymore discussion? I just want to say I  
2 appreciate all the work on this of you and your staff,  
3 Mr. Burns, because this will be a good economic engine  
4 boom for Anderson County, shine a great light on us,  
5 especially in our times now we're having. It's going  
6 to be a good project.

7 BURRISS NELSON: Thank you, sir.  
8 TOMMY DUNN: Anyone else? All in  
9 favor of the motion, show of hands. Mr. Graham?  
10 RAY GRAHAM: In favor.  
11 TOMMY DUNN: Mr. Graham is in  
12 favor. All opposed like sign. Show the motion carries  
13 unanimously.

14 Moving on to item number 8(a), Resolution 8(a),  
15 R2022-042, a Resolution authorizing, under certain  
16 conditions, the execution and delivery by Anderson  
17 County, South Carolina of a second amended fee in lieu  
18 of taxes agreement with Project Triangle with respect  
19 to a project in the County whereby the project would be  
20 subject to payment of certain fees in lieu of taxes,  
21 and would be provided certain special source credits  
22 against fee payments; and other related matters.

23 Do we have a motion?

24 BRETT SANDERS: So moved.  
25 CINDY WILSON: Second.  
26 TOMMY DUNN: Motion Mr. Sanders;  
27 second Ms. Wilson. This is pertaining to the project  
28 we just talked about, but I'll let Mr. Nelson -- is  
29 there anything you want to add or anything? Go ahead.

30 BURRISS NELSON: No, sir, that's  
31 perfect. It's the same project, it's just the outline  
32 of the agreement in a resolution form.

33 TOMMY DUNN: Thank you. Anyone  
34 else? All in favor of the motion, show of hands. All  
35 opposed like sign. Mr. Graham?  
36 RAY GRAHAM: In favor.  
37 TOMMY DUNN: Show the motion  
38 carries unanimously.

39 We're going to move on now to item number 9(a),  
40 change orders or bid approvals. We're moving on to  
41 number 9(a), change order, new fleet building project.  
42 Who wants to handle this?

43 RUSTY BURNS: Mr. Chairman, what  
44 this is, is they're requesting that we remove the  
45 retainage from ten percent to five percent. We will  
46 still retain four hundred and twenty-five thousand  
47 dollars in retainage after the reduction to five  
48 percent.

49 TOMMY DUNN: Do we have a motion  
50 to move this forward?

1 JIMMY DAVIS: So moved.  
2 CINDY WILSON: So moved.  
3 TOMMY DUNN: Motion Mr. Jimmy  
4 Davis, chairman of that committee. Ms. Wilson seconds.  
5 Any discussion?  
6 CINDY WILSON: Just a quick  
7 question. Everything -- all the boxes are checked off  
8 and the project is moving along?  
9 RUSTY BURNS: We're checking  
10 boxes.  
11 TOMMY DUNN: I talked to David  
12 Hendricks who's been overseeing that project from the  
13 get-go and has done a super job. But I'll let Mr.  
14 Davis if he will -- Mr. Davis has been chairman of that  
15 committee and been in constant touch with Mr.  
16 Hendricks. So I'll let him ---  
17 JIMMY DAVIS: Concur with what  
18 Chairman Dunn has said. David Hendricks has done a  
19 fantastic job out there. There was a -- quite a bit on  
20 our checklist to take -- for them to take care of some  
21 things and they've taken care of probably close to  
22 ninety percent of those. There are still some things  
23 to be tidied up, but the county has moved in -- I would  
24 say we're probably eighty percent operational out there  
25 right now. So -- ninety?  
26 RUSTY BURNS: Yes, sir.  
27 JIMMY DAVIS: We're ninety today,  
28 so we're moving out there and things are going good.  
29 And so we've still got some hold-back to bargain with.  
30 CINDY WILSON: That's exciting.  
31 TOMMY DUNN: The bottom line in  
32 talking with Mr. Hendricks, if something bad were to  
33 happen, that four hundred thousand dollars would well  
34 cover what the punch list allows. Okay? Anything  
35 else? All in favor of the motion, show of hands. Mr.  
36 Graham?  
37 RAY GRAHAM: In favor.  
38 TOMMY DUNN: All opposed like  
39 sign. Show the motion carries unanimously. Mr. Graham  
40 voting in favor.  
41 Moving on to item number (b), change order Kid  
42 Venture project 2.0. Mr. Burns.  
43 RUSTY BURNS: Mr. Chairman, same  
44 situation. We're reducing the retainage from ten  
45 percent to five percent. We will still retain one  
46 hundred and thirty thousand dollars in retainage.  
47 TOMMY DUNN: Y'all heard Mr.  
48 Burns. Do we have a motion to move this forward?  
49 BRETT SANDERS: So moved.  
50 CINDY WILSON: So moved.

1 TOMMY DUNN: Motion Mr. Sanders;  
2 second Ms. Wilson. Any discussion?  
3 CINDY WILSON: We have photographs  
4 to indicate that that one is in good shape.  
5 TOMMY DUNN: Yep. So far so  
6 good. It has been -- I think we was out there, some of  
7 us Monday morning, and there was a big crowd there.  
8 I've cut through there several times. I've been  
9 through there at least six times since yesterday  
10 morning and it is -- and this is just by word of mouth,  
11 I'm sort of afraid we've done got -- when word does get  
12 and all, it's going to be a problem with too many  
13 people in there; I don't know. But it's a good thing.  
14 And I've seen a lot of smiling kids' faces cutting  
15 through there. So it's a good thing. The biggest kid  
16 I seen smiling, though, Monday morning I think was Mr.  
17 Sanders. All in favor of the motion, show of hands.  
18 Mr. Graham?  
19 RAY GRAHAM: In favor.  
20 TOMMY DUNN: All opposed like  
21 sign. Show the motion carries unanimously.  
22 Moving on to item number 10, approval of MOU  
23 between Anderson County and the Anderson County Fire  
24 Protection Commission. Mr. Burns, you correct me if  
25 I'm wrong. This is just -- all this is, MOU, the fire  
26 commission come to us and asked us would we start  
27 taking over the dispatching for them.  
28 RUSTY BURNS: Yes, sir.  
29 TOMMY DUNN: That has been housed  
30 in our building for twenty years, I guess, since we was  
31 on Tower Street, been doing dispatch in that building  
32 with us. This will -- and this is the fire  
33 commission's idea, come to us with this, and this will  
34 really, for the first time, make it a true unified 911  
35 command center. And I don't see -- and we're going to  
36 have some bumps and kinks in it; don't think we won't.  
37 But I think by far this will be the best thing forward.  
38 And like I said, the fire commission has done voted for  
39 it. They're asking us, my understanding, y'all have  
40 seen it. Anybody can get out of it at any time with  
41 notice if they ain't happy with things going on. I  
42 think it'll be a good thing. I make the motion we move  
43 this forward?  
44 BRETT SANDERS: Second.  
45 CINDY WILSON: Second.  
46 TOMMY DUNN: Second by Mr. Davis,  
47 Jimmy Davis. Now any discussion? Mr. Graham?  
48 RAY GRAHAM: As far as -- who is  
49 going to be responsible for paying for these firemen?  
50 Is that going to be worked out or are we just going ---



1 TOMMY DUNN: I'll let Mr. Burns  
2 talk to that. Staff -- Mr. Burns and his staff has  
3 worked on this. And I'll let Mr. Burns -- go ahead.  
4 RUSTY BURNS: In the agreement,  
5 Mr. Chairman, the fire commission, for a period of  
6 three years will pay us a hundred and twenty-five  
7 thousand dollars a year. After that ---  
8 CINDY WILSON: A hundred and  
9 twelve.  
10 RUSTY BURNS: Excuse me, a hundred  
11 and twelve thousand dollars a year. After that we will  
12 assume it because it will be a seamless operation,  
13 which as you pointed out, will be the best thing that  
14 we can have. It will boost our 911 abilities because  
15 everybody will be taking every call as opposed to some  
16 just taking one type of call.  
17 TOMMY DUNN: And that's not --  
18 don't want there to be no illusion. That hundred and  
19 twelve thousand dollars is not going to cover  
20 everybody's salary, but it's a help and it's a  
21 negotiation. And I think the benefits far outweigh.  
22 Did that answer your question, Mr. Graham?  
23 RAY GRAHAM: It did. And by all  
24 means I want it to be known I am in full support of  
25 this. I was just curious how we was going to do that.  
26 TOMMY DUNN: Yes, sir.  
27 RAY GRAHAM: Right off the bat,  
28 how many employees are we going to technically gain?  
29 They have what, one or two on each shift?  
30 TOMMY DUNN: No, we're only  
31 gaining -- and don't hold me to this, either three or  
32 four.  
33 RAY GRAHAM: Okay. So how many  
34 spots will it take to ensure that position is covered?  
35 TOMMY DUNN: We're taking ---  
36 RUSTY BURNS: They're all going to  
37 be cross-trained. So everybody will be doing the same  
38 thing.  
39 TOMMY DUNN: We've got ---  
40 RAY GRAHAM: Okay.  
41 TOMMY DUNN: We're taking  
42 employees in to do it and the staff has been in contact  
43 -- basically this is -- the sheriff is the one that's  
44 over the 911 center. And the Sheriff's Department and  
45 Central Dispatch people, Ms. Becky, who is out there,  
46 and Captain Mills has all been in discussion with the  
47 Fire Commission and with staff and hammered this out to  
48 make sure it will be as seamless as possible transition  
49 and enough manpower or enough people power to cover  
50 this and do everything.

1                   RAY GRAHAM:                   Okay. That answers  
2 the question. And again, I mean I'm definitely for  
3 this. Chairman, as you know, years ago when the county  
4 came up with a unified command system, that was the  
5 ultimate goal of having everything up under one house.  
6 And to have it up under one house, it needs to be  
7 controlled by one leadership group. My only hope is  
8 that we can include EMS in the future with this,  
9 because that is partially where some of our problems  
10 still lie at with our EMS system and through the  
11 dispatching and having it up under that same command  
12 staff I think would help eliminate that.

13               And as Administrator Burns is stating, it's making  
14 it seamless as far as basically having everyone cross-  
15 trained and being able to do the same job. You know,  
16 if you've got a shortage somewhere, you can just shift  
17 someone over to ensure that we've got the proper  
18 coverage. So definitely a great thing. I appreciate  
19 the answers on that.

20               TOMMY DUNN:                   Yes, sir. Anyone  
21 else? All in favor of the motion, show of hands. Mr.  
22 Graham?

23               RAY GRAHAM:                   In favor.

24               TOMMY DUNN:                   In favor. All  
25 opposed like sign. Show the motion carries  
26 unanimously.

27               And I want to appreciate the work, Mr. Burns, you  
28 and your staff and the sheriff's people and Mr. Mills  
29 and his people have put together on this to get this  
30 process going.

31               Moving on to item number 11(a), be road acceptance  
32 into the county inventory. This is Oaks at Shiloh  
33 Creek Subdivision Phase V, will be Cane Hill Drive and  
34 Stone River Avenue.

35               JIMMY DAVIS:                   Mr. Chair?

36               TOMMY DUNN:                   Yes, sir.

37               JIMMY DAVIS:                   Can I speak with Mr.  
38 Harmon just real quick on this?

39               TOMMY DUNN:                   You need a sidebar?

40               JIMMY DAVIS:                   Yes, sir.

41               TOMMY DUNN:                   We're going to take  
42 a five minute recess if no objections.

43                                               **RECESS**

44               JIMMY DAVIS:                   Mr. Chair?

45               TOMMY DUNN:                   I recognize

46 Councilman Davis, Jimmy Davis.

47               JIMMY DAVIS:                   Mr. Chair, I need to  
48 recuse myself on this. I have property that joins this  
49 property. So I don't want there to be any confusion on  
50 this -- approving these roads in the county inventory.

1 TOMMY DUNN: Appreciate that.  
2 Thank you, Mr. Davis.  
3 Do we have a motion to move this forward?  
4 BRETT SANDERS: So moved.  
5 CINDY WILSON: Second.  
6 TOMMY DUNN: Motion Mr. Sanders;  
7 second Ms. Wilson. Open the floor up for discussion.  
8 I'm just asking Mr. Burns to make sure, all this meets  
9 our standards and Mr. Hogan has recommended this?  
10 RUSTY BURNS: Yes, sir, he did.  
11 TOMMY DUNN: Okay. Anyone else?  
12 All in favor of the motion, show of hands. Mr. Graham?  
13 Mr. Graham?  
14 RAY GRAHAM: In favor.  
15 TOMMY DUNN: He's in favor. And  
16 let the record show that Mr. Davis has recused himself.  
17 All opposed like sign. Show the motion carries  
18 unanimously.  
19 Would y'all get Mr. Davis, Jimmy Davis, and bring  
20 him back in?  
21 We're going to go now to requests by Council  
22 members. Mr. Brett Sanders.  
23 BRETT SANDERS: Thank you, Mr.  
24 Chairman. If I may, I'd like to put these requests in  
25 one motion.  
26 TOMMY DUNN: Yes, sir.  
27 BRETT SANDERS: If that's fine with  
28 y'all?  
29 TOMMY DUNN: Yes, sir.  
30 BRETT SANDERS: The American Red  
31 Cross one thousand dollars; Anderson Genealogical  
32 Society one thousand; the Westside Community Leadership  
33 Class of 37 one thousand; United Way of Anderson, the  
34 kids' safety water one thousand; CESA Tri County  
35 District 4 and 6, thirty-five hundred. I'd like to put  
36 that in the form of a motion, sir, out of my rec  
37 account.  
38 CINDY WILSON: Second.  
39 TOMMY DUNN: Mr. Sanders makes  
40 the motion; Ms. Wilson seconds. Any discussion? All  
41 in favor of the motion, show of hands. All opposed --  
42 Mr. Graham?  
43 RAY GRAHAM: In favor.  
44 TOMMY DUNN: All opposed like  
45 sign. Show the motion carries unanimously. Mr. Graham  
46 voting in favor of it.  
47 Councilman Jimmy Davis.  
48 JIMMY DAVIS: Thank you, Mr.  
49 Chair. If I may, I'll put these in the form of one  
50 motion.

1 TOMMY DUNN: Yes, sir.  
2 JIMMY DAVIS: To the American Red  
3 Cross Upstate of South Carolina Chapter five hundred  
4 dollars; Anderson County Chapter of the South Carolina  
5 Genealogical Society one thousand dollars; United Way  
6 of Anderson County five hundred; and CESA Tri County  
7 Soccer three thousand five hundred dollars. I make  
8 that in the form of a motion.  
9 BRETT SANDERS: Second.  
10 CINDY WILSON: Second.  
11 TOMMY DUNN: Second Mr. Sanders.  
12 Mr. Davis make the motion out of his special  
13 appropriate account. Any discussion? All in favor of  
14 the motion, show of hands. Mr. Graham, how do you  
15 vote?  
16 RAY GRAHAM: In favor.  
17 TOMMY DUNN: All opposed like  
18 sign. Show the motion carries unanimously with --  
19 unanimously.  
20 Now we're going to move on next, Mr. Graham, do you  
21 have any?  
22 RAY GRAHAM: Mr. Chairman, I'll  
23 wait till next meeting and do mine. I've got a couple,  
24 but I'll wait till next meeting when I'm there in  
25 person to do it.  
26 TOMMY DUNN: Okay, you're good  
27 then.  
28 Okay. We're going to go to Mr. Wright, Councilman  
29 Wright.  
30 JOHN WRIGHT: Thank you, Mr.  
31 Chairman. I'd also like to do all these ---  
32 TOMMY DUNN: I'm sorry. We're  
33 going to go to Ms. Wilson because I know you said you  
34 wanted to do what you call it, catch up on something.  
35 So I'll go to Ms. Wilson.  
36 JOHN WRIGHT: Thank you, sir.  
37 CINDY WILSON: Thank you, Mr.  
38 Chairman. May I do District 7's appropriation as one  
39 vote?  
40 TOMMY DUNN: Yes, ma'am.  
41 CINDY WILSON: Five hundred to the  
42 Anderson County Chapter of the South Carolina  
43 Genealogical Society; two thousand dollars to Honea  
44 Path Free Clinic; thirty-five hundred dollars to  
45 Cheddar Youth Center; five thousand dollars to the  
46 Carolina Community Center. And I put that in the form  
47 of a motion.  
48 BRETT SANDERS: Second.  
49 TOMMY DUNN: We have a motion by  
50 Ms. Wilson; second by Councilman Sanders. Any

1 discussion? All in favor of the motion, show of hands.  
2 Mr. Graham?

3 RAY GRAHAM: In favor.

4 TOMMY DUNN: All opposed like  
5 sign. Show the motion carries unanimously.

6 Moving on, District 5 would like to -- I'd also  
7 like to combine all of this out of my -- out of  
8 District 5's special appropriation account. American  
9 Red Cross Upstate South Carolina Chapter a thousand  
10 dollars; Anderson County Chapter of the Genealogical  
11 Society, Inc. a thousand dollars; the Westside  
12 Community Center Leadership Class -- and what this is  
13 about, this is getting life jackets and all for  
14 underprivileged kids that needs them. And it's a very  
15 good cause I think. Fifteen hundred dollars. And I'm  
16 sorry, I was wrong about that. That's the United Way  
17 thing. But leadership, that the Westside Community  
18 Leadership, and I'll let Mr. Wright -- refresh us what  
19 that money is for.

20 JOHN WRIGHT: Thank you, Mr.  
21 Chairman. This is -- we have Bryce Nivens here who is  
22 actually going through Leadership Anderson Class 37 and  
23 for their special class -- their class project this  
24 year, what they've chosen to do is partner with the  
25 Westside Community Center. So rather than kind of  
26 starting a new project, they wanted to partner up with  
27 an existing organization here in town that does a lot  
28 of great work. And I believe the funds are going to be  
29 used to go and make some upgrades, replace the flooring  
30 to the gymnasium and some other things there so the  
31 community can better utilize this facility that's  
32 there.

33 TOMMY DUNN: Thank you for  
34 clearing that up, Mr. Wright, and I apologize. But  
35 still I want fifteen hundred dollars. And also, United  
36 Way of Anderson County Safe Kids Water Safety, that's  
37 the one I was talking about the life jackets, and I'd  
38 like to do fifteen hundred dollars for that. Put that  
39 in the form of a motion.

40 CINDY WILSON: Second.

41 BRETT SANDERS: Second.

42 TOMMY DUNN: Second Mr. Sanders.

43 Any discussion? All in favor of the motion, show of  
44 hands. All opposed like sign.

45 RAY GRAHAM: In favor.

46 TOMMY DUNN: Now Mr. Graham is in  
47 favor. Move on now to Mr. Wright.

48 JOHN WRIGHT: Thank you, Mr.  
49 Chairman. I'd also like to put all of these in the  
50 form of one motion. American Red Cross Upstate South

1 Carolina Chapter a thousand dollars from District 1;  
 2 Anderson County Chapter of the South Carolina  
 3 Genealogical Society a thousand dollars from District  
 4 1; Westside Community Center Leadership Anderson Class  
 5 37 fifteen hundred dollars; and United Way of Anderson  
 6 County Safe Kids Water Safety Project two thousand  
 7 dollars. But I just want to confirm my math there.  
 8 Does that get us to the five?

9 TOMMY DUNN: I'm at fifteen.

10 JOHN WRIGHT: Then we had a  
 11 thousand and five hundred, I believe. So we're good.  
 12 Okay. Two thousand from District 1's special rec  
 13 account for the United Way of Anderson County. I put  
 14 that in the form of a motion.

15 BRETT SANDERS: Second.

16 CINDY WILSON: Second.

17 TOMMY DUNN: Motion Mr. Wright  
 18 and second Mr. Sanders. Any discussion? All in favor  
 19 of the motion, show of hands. Mr. Graham?

20 RAY GRAHAM: In favor.

21 TOMMY DUNN: All opposed like  
 22 sign. Show the motion carries unanimously with Mr.  
 23 Graham in favor. Anyone else? Anything at all?

24 Moving on now to Administrator's report.

25 RUSTY BURNS: Nothing at this  
 26 time, Mr. Chairman.

27 TOMMY DUNN: Thank you, Mr.  
 28 Administrator.

29 Now we're going to move on to citizens' comments.  
 30 When Mr. Harmon calls your name, please address the  
 31 chair. You have three minutes. Mr. Harmon.

32 LEON HARMON: Mr. Chairman, we  
 33 have one citizen signed up. Bobby Simmons.

34 BOBBY SIMMONS: Bobby Simmons, in  
 35 District 2. I'd like to speak on two things.

36 The first one that we was talking about the  
 37 broadband. You talked about the broadband last year,  
 38 and I was wondering where are you today about it? I  
 39 was talking to one of the students from last year and  
 40 he said he couldn't keep up with the class because he  
 41 lives in a rural area and either they couldn't afford  
 42 it or it wasn't available, broadband for him. So I  
 43 think you was talking about increasing the broadband  
 44 last year. I don't know where you are today. But then  
 45 on TV they had the other day they was sending a  
 46 satellite up that you could be able to get broadband  
 47 that way. I don't know if it's available for Anderson  
 48 County or not, but be something nice -- I think would  
 49 be something nice to look into and see what's going on  
 50 there.

1 And also the other thing I wanted to talk about, I  
2 heard one of the city councilmen, they was talking  
3 about tearing down houses and the expense of tearing  
4 down a house and one of them suggested that if they  
5 could have their own peoples to do this rather than try  
6 to pay a company they could probably save money. And  
7 they was also talking about maybe joining in with the  
8 county council -- the county and see if they could work  
9 it out. I don't know if anybody talked to you or not  
10 about it, but it would be nice if you could hire some  
11 people because you've already got the equipment to tear  
12 it down. It's just a matter of paying somebody to tear  
13 it down.

14 But I thank y'all. And maybe someone will talk  
15 about the broadband or either tearing down old houses.  
16 Thank you very much.

17 TOMMY DUNN: Thank you. Anyone  
18 else?

19 LEON HARMON: No one else is  
20 signed up, Mr. Chairman.

21 TOMMY DUNN: Thank you.

22 Now we go to remarks from council members. Ms.  
23 Wilson.

24 CINDY WILSON: Thank you, Mr.  
25 Chairman. I don't want these wonderful needs or  
26 requests here to go unmentioned by me. Council  
27 District 7, as all our districts this year, got thirty  
28 thousand dollars for their districts. District 7 has  
29 four towns and numerous other charitable and youth  
30 organizations. And I would love to commit some funds  
31 from our district funds for these needs. They're all  
32 very worthy. But I'm kind of short of funding. I  
33 didn't want people to think that I'm snubbing them.  
34 I'm just trying to make sure District 7 has as much as  
35 we can muster.

36 TOMMY DUNN: Understand.

37 CINDY WILSON: We're going to try  
38 to have some matching and all for some grants, too.

39 TOMMY DUNN: Thank you.

40 CINDY WILSON: But I appreciate  
41 y'all. Thank you.

42 TOMMY DUNN: Yes, ma'am. Thank  
43 you. Mr. Wright.

44 JOHN WRIGHT: Thank you, Mr.  
45 Chairman. Just to piggyback on what you talked about  
46 earlier. I really just want to thank Council and Mr.  
47 Burns and his staff for the commitment to seeing the  
48 Kid Venture 2.0 project through. It really was -- I  
49 think that's just a great opportunity for us to invest  
50 in the next generation and provide our kids with

1 something to do. So excited to see that thing continue  
2 to grow. Like Chairman Dunn said, we might get to  
3 expand it, who knows, for next year. But really  
4 excited. It was a nice time to kind of break that in  
5 yesterday at a good community event. So thank you.  
6 TOMMY DUNN: Thank you. Y'all  
7 know he's been trying to get some water out there for  
8 fourteen years. So it might be another fourteen before  
9 it gets a little bit more water.  
10 Mr. Sanders.  
11 BRETT SANDERS: Thank you, Mr.  
12 Chairman. I would just like to thank Mr. Burns and all  
13 the people and the city of Anderson for their  
14 assistance in funding for the Kid Venture. I think  
15 it's a great project. And I like how John Wright, Jr.  
16 said that Tommy Dunn was ready to expand it. I haven't  
17 heard him say that, but I want to go on record saying  
18 Mr. Dunn said, and we would like to see it grow. Thank  
19 you, sir.  
20 TOMMY DUNN: Councilman Jimmy  
21 Davis.  
22 JIMMY DAVIS: Thank you, Mr.  
23 Chair. I just wanted to bring everyone up to speed.  
24 There is great construction going on at Dolly Cooper  
25 Park. And great things. We're looking forward to the  
26 horizon on that and getting phase one completed out  
27 there. We actually had a citizen interested in maybe  
28 doing some regular farmers market type events at Dolly  
29 Cooper, which I think would be a great advantage to the  
30 northern part of the county.  
31 I want to thank our staff for lining up the great  
32 talent for Celebrate Anderson coming up in September.  
33 It'll be here before we know it. And I can't wait.  
34 We've got a great event planned. And I hope the  
35 citizens and the folks in the neighboring communities  
36 will come out and join us to celebrate Anderson again.  
37 Also, Friday we're going to open pickle ball at  
38 Hurricane Springs Park right near Wren, and invite  
39 everyone out for that. It's going to be at 11:00. And  
40 we've got a lot of people, young at heart people really  
41 excited, and they're going to be lined up with those  
42 pickle ball paddles ready to play pickle ball at  
43 Hurricane Springs Park, and we're very excited about  
44 that. Thank you, Mr. Chair.  
45 BRETT SANDERS: Mr. Chairman? I  
46 forgot something.  
47 TOMMY DUNN: Yes, sir, Mr.  
48 Sanders.  
49 BRETT SANDERS: I'm sorry, I forgot.  
50 I'd also like to thank Councilman Davis, Glenn Davis



1 and his wife Ms. Shirley Davis, they had their  
2 Community Fun Day out at the Annex. I know they put a  
3 lot of work into it and had a big turnout. And  
4 luckily, after Mr. Dunn got out of the dunk tank it  
5 started raining and my turn I didn't have to get in.  
6 But I want to thank them for all their hard work and  
7 care for the community. Thank you.

8 TOMMY DUNN: I know that's one  
9 time your prayers did get answered. Mr. Ray Graham.

10 RAY GRAHAM: Thank you, Mr.  
11 Chairman. Just want to commend everyone on the work at  
12 the Civic Center on Kid Venture. I think that's  
13 something that the county is going to be very proud of  
14 for years to come and citizens are going to be able to  
15 enjoy that.

16 There's a lot of great things going on with  
17 Anderson County and great to see some of this stuff  
18 coming to fruition.

19 Also, excited to see the completion come to an end  
20 as far as with the building out at Anderson County as  
21 far as the transportation and all that. So good to see  
22 that building come to completion, as well.

23 Mr. Davis, I know you put a lot of work in that and  
24 great to see it coming to an end. I know it's going to  
25 be put to great use for those guys out there. But  
26 other than that, appreciate everybody. That's all I  
27 have.

28 TOMMY DUNN: Thank you, Mr.  
29 Graham. Hope y'all are having a good, safe trip.

30 Just a couple of things, a few things I just want  
31 to mention. First of all, the gentleman over here, the  
32 broadband. Broadband, talking about kids, that's a  
33 school district thing. But we are working try to help  
34 with that. Mr. Burns, would you just give an update on  
35 that just briefly on the broadband where we stand.  
36 We're trying to do our due diligence. We're trying to  
37 partner with some companies.

38 RUSTY BURNS: Three things. We  
39 have entered into a partnership with Western Carolina  
40 Telephone and Blue Ridge Electric. They're already  
41 putting fiber in the ground right now as we speak.  
42 Also, AT&T is putting fiber in the ground as we speak.  
43 Also, Charter is putting fiber in the ground as we  
44 speak. They have just released additional broadband  
45 funding in the form of grants. We are pursuing each  
46 and every one of those. And we expect to hear from  
47 those probably in about a month. But broadband fiber  
48 is being put in the ground every day in some part of  
49 Anderson County.

50 TOMMY DUNN: One other thing, Mr.

1 Burns, if you would just touch on and back me up here,  
2 help me out here, also about houses. I haven't been  
3 contacted by anyone from the city. We have looked at  
4 this before on these houses, tearing down. Yeah, we do  
5 have equipment, we've got people, but it ain't like  
6 they're sitting around waiting. They're doing very --  
7 especially when we have these storms, they can't get  
8 caught up from ditch work and road work and bridge  
9 work. Tearing some of these houses down, the prices  
10 we've gotten, it would be hard on some of the houses.  
11 They go in and do a land package. I mean they've tore  
12 some houses down. Biggest thing is if we done it  
13 ourselves, we would have to do asbestos work. And  
14 that's our biggest cost. Anything else, they're  
15 tearing these houses down for six thousand dollars or  
16 less. But we have looked at that before and we'll  
17 continue to look at it. Okay? And we're tearing down  
18 how many houses?

19 RUSTY BURNS: I think we have ten  
20 teed up right now. We've probably took down a total of  
21 thirty last year.

22 TOMMY DUNN: And keep this in  
23 mind. We try to do this -- and if we had -- and the  
24 other thing, reason we can't do more is we just can't  
25 go bulldozing somebody's house down. We've got to have  
26 -- and it's hard to get it condemned. We don't have  
27 the same jurisdiction, the same laws that the cities  
28 do. And we've been trying for years to get that. We  
29 could do more. Plus again, you know, sometimes you get  
30 -- we're trying to clean the county up and clean  
31 everything up, but it ain't really -- it ain't fair,  
32 but we do it anyway, to go out here and spend ten  
33 thousand dollars to make somebody clean their property  
34 up when we don't get nothing out of it. Taxpayers  
35 having to do it. They ought to be made. If we could  
36 take that property and sell it like the city does, it  
37 would be a little bit more fair and equitable. We are  
38 pecking at that.

39 I do want to thank -- and we're looking forward to  
40 the garage. I'm sure the staff out there, Joe Stone,  
41 Mr. Stone's crew I'm sure is enjoying it. And I'm sure  
42 at the proper time we'll get it set up for the county  
43 to go out there and Council and staff and the public to  
44 look at that. I think the taxpayers need to look at  
45 what they've got in that.

46 I want to think about a couple of things at the  
47 Civic Center. We've got the stage going on, being  
48 built now. It won't be completely one hundred percent  
49 by the time for Celebrate Anderson, but it'll be --  
50 we'll be able to use it. The stage will be covered out

1 and that's going to be a big thing. That's going to be  
2 a big benefit for us to get people to come to use our  
3 amphitheater. And it's well overdue.

4 I want to thank the staff for the hard work at the  
5 Civic Center for what all they've done. We had a great  
6 thing that's still going on, I think they're finishing  
7 tomorrow, and that's the Little League World Series.  
8 There was people as far away I know Virginia. I  
9 believe I seen a Texas tag. North Carolina. That's  
10 huge. And I'll let Mr. Burns just speak for a second  
11 about the hotels around here. If some of y'all went to  
12 restaurants this weekend, y'all got to wait a little  
13 extra few minutes.

14 RUSTY BURNS: Mr. Chairman, two  
15 weeks ago, we had the state tournament. And there were  
16 no hotel rooms or airbnb's available in Anderson  
17 County. We had to send people to Hartwell, Georgia and  
18 to Clemson. This week with the World Series, we had  
19 the same situation where we had people as far away from  
20 Texas, Florida, all over, and they came in Friday and  
21 they're still here today. And tomorrow is the  
22 championship game. So we've had something going on out  
23 there. Saturday in particular we had Little League  
24 World Series going on, probably four thousand people  
25 right there at one time because teams would come and  
26 go. On the other side of the road, we had the cricket  
27 club playing a match with people from out of town on  
28 that. We had youth football going on the other side of  
29 that field. And I mean the place was covered up. And  
30 when we finish up with the tournament tomorrow, we have  
31 soccer teams all this week at night out at the Civic  
32 Center.

33 TOMMY DUNN: And also, the reason  
34 this is important, part of the reason it's important,  
35 these hotel folks, we get a tax for that, it's called  
36 accommodations tax, a percentage on that. It's very  
37 important. It stays in -- we get a percentage of that  
38 money that stays in the county it's generated in.

39 I also want, Mr. Burns, we had some people that  
40 used the amphitheater at the Green Pond Landing thing  
41 for about two weekends, and I was told that they was  
42 pretty pleased with it. Is that ---

43 RUSTY BURNS: We had -- Meals on  
44 Wheels had their event there. They brought people in  
45 from all across the country with boats that cost --  
46 that only Mr. Sanders could afford, ten million  
47 dollars. And they said it was the most successful  
48 event that they had ever had. They raised over ninety  
49 thousand dollars for Meals on Wheels. They think that  
50 they're going to even increase that participation next

1 year. And just as a small tidbit, Mr. Dunn, you know  
2 the church right there has always been a great partner  
3 of ours ---

4 TOMMY DUNN: Yep.

5 RUSTY BURNS: --- Grace Church.

6 Well, they used to be the Green Pond Baptist Church and  
7 they voted last week to go back to being the Green Pond  
8 Baptist Church.

9 TOMMY DUNN: That's good. That's  
10 great. We had a group put a play on out there. I  
11 heard it was pretty decent.

12 RUSTY BURNS: It was right beside  
13 Lake Hartwell. There's something going on, and we're  
14 trying to expand the usage on that, as well as the fact  
15 that we are cleaning up a park to open, hopefully  
16 September 1st, that will provide more recreation  
17 opportunities. You mentioned earlier about the  
18 accommodations tax. We continue to set records every  
19 month on what we've done every other year in the past.  
20 And you can watch that on Channel 4 tonight at 11:00.

21 TOMMY DUNN: Mr. Burns, while  
22 you're on a roll, would you just touch -- we had some  
23 great things happen at the airport this past week, and  
24 I'd just like for you to mention that.

25 RUSTY BURNS: We had a whole lot  
26 of things there. We serve as a touchdown place for the  
27 Black Hawk helicopters. We had one that broke down and  
28 they had to send about fifteen others to take care of  
29 it. So we sold a whole lot of gas. It looked more  
30 like a military air base than our air base.

31 But we also had the Shark Week Blimp land out  
32 there, which I think people found that to be the most  
33 spectacular thing because we had people coming to see  
34 that. And it was on all the television channels. So  
35 our airport is doing great things.

36 And Pickens Airport is going to be closing so they  
37 can do some renovation work. So people will not be  
38 able to fly into the Pickens Airport for our Clemson  
39 football games. We are awaiting word that Oconee may  
40 be closed down if they can't get a good concrete  
41 supplier. So Oconee would be closed. So I guess that  
42 just leaves us. And we're prepared to handle all of  
43 that excess traffic, especially when Miami comes to  
44 town.

45 TOMMY DUNN: I just want to thank  
46 the staff and especially Mr. Garrison, the Airport  
47 Manager out at the airport. He's done a fantastic job  
48 out there and is doing a fantastic job. Going to keep  
49 it up.

50 And last but not least, I want to thank Mr. Burns

1 and his staff, y'all seen a letter or email Ms. Ann  
2 Marie Brock sent out this week about the job they're  
3 going -- the county done on short notice at River Fork.  
4 River Fork down there is a great park, great boat  
5 landing spot, and it has been neglected for -- the corp  
6 closed it down and it's been neglected now and people  
7 have been trashing it. We went down there and Mr.  
8 Burns has been keeping the trash picked up down there  
9 the best he could. But now they've been down there  
10 working trying to get it opened back up sometime in  
11 September. Want it done right. And the folks I've  
12 talked to down there is really excited about it and  
13 real pleased.

14 And it's not just down there. People use that boat  
15 landing from all over Anderson County. That's what it  
16 is, it's a park for Anderson County, and we really want  
17 to appreciate that and thank of all what the staff's  
18 got going, hard work, and hopefully good things keep  
19 coming.

20 And like I said, we all know this Economic  
21 Development announcement that was started on first  
22 reading tonight is going to be a huge thing for  
23 Anderson County. I promise you that.

24 Thank all my fellow council members. Look forward  
25 to seeing y'all later. Dismissed.  
26  
27

**MEETING ADJOURNED AT 7:22 P.M.**

State of South Carolina     )

County of           Anderson     )

ANDERSON COUNTY COUNCIL  
SPECIAL PRESENTATION MEETING  
AUGUST 16, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: At this time I'd  
2 like to call the special presentation part of Anderson  
3 County Council meeting of August 16th to order. I'd  
4 like to welcome each and every one of you here tonight.  
5 Thank y'all for coming and participating.

6 At this time we're going to have Resolution 2(a),  
7 2022-004. Mr. John Wright. Councilman Wright is going  
8 to read this in for the record.

9 JOHN WRIGHT: Thank you, Mr.  
10 Chairman. Tonight I'd like to read resolution 2022-  
11 044.

12 IT IS A RESOLUTION TO RECOGNIZE JOEY LANCE AND TODD  
13 MCCORMICK FOR THEIR EFFORTS TO BRING DIXIE YOUTH  
14 BASEBALL TOURNAMENTS TO ANDERSON COUNTY; AND OTHER  
15 MATTERS RELATED THERETO

16 WHEREAS, in recent weeks the Anderson area became  
17 the epicenter of youth baseball as the City of Belton  
18 Parks and Recreation Department and Anderson County  
19 welcomed both the 2022 Dixie Youth Baseball Division II  
20 World Series and 2022 DYB Division I & II State  
21 Championships to the Anderson Sports and Entertainment  
22 Center; and,

23 WHEREAS, throughout July and early August, ASEC's  
24 fields buzzed with the sights and sounds of high-level  
25 athletic competition as teams comprised of more than  
26 1,000 players and coaches from 11 states fought to  
27 bring honor to their home communities in front of  
28 thousands of spectators who packed the bleachers to  
29 take in the action; and,

30 WHEREAS, the recruitment of Dixie Youth Baseball  
31 tournaments is a challenging endeavor, and it requires  
32 people of dedication, commitment, and vision to bring  
33 such competitions to a community; and,

34 WHEREAS, for more than five years City of Belton  
35 Recreation Director Joey Lance and ASEC Athletics  
36 Director Todd McCormick worked diligently to bring  
37 these Dixie Youth events to Anderson County; and,

38 WHEREAS, thanks to the efforts of these gentlemen,  
39 both of whom have committed their working lives to the  
40 betterment of youth in our community, these two  
41 tournaments yielded a local economic impact in excess  
42 of five million and provided a welcome boost to a  
43 regional travel and tourism sector still recovering  
44 from the effects of the pandemic.

45 NOW, THEREFORE, BE IT RESOLVED that the Anderson  
46 County Council hereby expresses its deepest  
47 appreciation to Joey Lance and Todd McCormick, not only  
48 for their hard work in bringing these highly-successful  
49 Dixie Youth Baseball tournaments to Anderson, but also  
50 for their ongoing service to our community. We are

1 truly, truly grateful.

2 RESOLVED in a meeting duly assembled this 16th day  
3 of August, 2022.

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

6 CINDY WILSON: Second.

7 TOMMY DUNN: Have a motion Mr.

8 Wright; and second Ms. Wilson. Any discussion?

9 JOHN WRIGHT: Mr. Chairman?

10 TOMMY DUNN: Mr. Wright.

11 JOHN WRIGHT: If I could just say

12 a couple of things. I know there's been a big push  
13 from Council and also staff to bring -- to really fully  
14 utilize the Anderson Sports & Entertainment Center.

15 And this is a huge opportunity to be able to bring this  
16 kind of attendance here. And then also secondly, and  
17 maybe most importantly, that I believe that youth  
18 sports are really the foundation of the future. And  
19 the lessons that people learn growing up playing sports  
20 are ones that they carry on into life and business and  
21 family. And so I just want to say how much I  
22 appreciate y'all's efforts in doing this and bringing  
23 the wonderful crowds out here to Anderson. Thank you.

24 TOMMY DUNN: Anyone else?

25 I'd just like to add and say I really do appreciate  
26 these two gentlemen and what they've done. I know it's  
27 -- the citizens don't understand or something realize  
28 what all this is, what kind of economic engine this is  
29 for the county. It was good to go out the week the  
30 tournament was going on. Several restaurants and run  
31 into a lot of the kids and the parents. Waiting in  
32 line a little bit, and that's a good thing.

33 Also a good thing is riding by the Civic Center, I  
34 seen tags from North Carolina, Texas, Virginia,  
35 Tennessee. And that's good to see people from out of  
36 state here and enjoying our facilities. And heard a  
37 lot of good comments. The umpires and all used our  
38 Civic Center for changing, one group did, and they made  
39 a lot of good comments about our facilities and the  
40 folks that put on the tournament.

41 I really do want to thank y'all for what all y'all  
42 do for the county. I want to thank -- I don't know Mr.  
43 Lance; heard a lot about him. I know he's been doing  
44 this for years, and worked out, and he's done a great  
45 job. I know what Mr. McCormick has done. He's  
46 dedicated. I know we had some rain out there at the --  
47 during the tournament so it postponed things. I know  
48 Mr. McCormick didn't get home till late, and I'm sure  
49 everybody else did one night. And really do appreciate  
50 the dedication in doing this and seeing this off and



1     how it works out.

2             We really do appreciate it. And thank you very,  
3     very much. We look forward to this again. I know it  
4     shines a good light on Anderson County. And we  
5     appreciate you. Anyone else?

6             All in favor of the motion, show of hands. All  
7     opposed like sign. Show the motion carries  
8     unanimously.

9             Mr. Burns.

10            JOHN WRIGHT:                             And I think we also  
11     have Eleanor Dorn here from Belton, as well, and we  
12     appreciate you being here and your support. Thank you.

13                             **PRESENTATION OF RESOLUTION**

14                             **APPLAUSE**

15            TOMMY DUNN:                             That will conclude  
16     this part of the meeting. We'll reconvene back here at  
17     6:30 to start our regular council meeting.

18            Thank y'all, again.

19

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

State of South Carolina     )  
County of           Anderson     )

ANDERSON COUNTY COUNCIL  
COUNTY COUNCIL MEETING  
AUGUST 16, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: At this time I'd  
2 like to call the regular Anderson County Council  
3 meeting of August 16th to order. I'd like to welcome  
4 each and every one of you here tonight. And thank  
5 y'all for coming.

6 I'm going to do this, if there's no objection,  
7 right backwards. Mr. Glenn, Honorable Davis, is going  
8 to lead us in the invocation and pledge of allegiance.  
9 If we'll all rise.

10 But before we do that, I want to ask us to have a  
11 moment of silence for Allen Ashley. Long time  
12 Andersonian. He done the -- serviced on the Planning  
13 and Appeals board for years and years and years. We'd  
14 just like to -- he passed away this past week. We'd  
15 just like to have a moment of silence for him and his  
16 family and keep them in our thoughts and prayers,  
17 please. If we'd all rise.

18 **MOMENT OF SILENCE IN REMEMBRANCE OF ALLEN ASHLEY**

19 TOMMY DUNN: Amen. Mr. Davis.

20 GLENN DAVIS: Let us pray.

21 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GLENN DAVIS**

22 TOMMY DUNN: At this time I'm  
23 going to ask Mr. Harmon if he would introduce, again,  
24 the intern. I think they said she'll be leaving soon.  
25 Mr. Harmon.

26 LEON HARMON: Yes, Mr. Chairman,  
27 Olivia Cianciolo has been an intern here this summer  
28 with the Legal Department. She will be returning to  
29 Wofford College probably next week. And we've enjoyed  
30 having her in the department and hope she'll come back  
31 to see us next year.

32 TOMMY DUNN: Thank you, Mr.  
33 Harmon. And Ms. Cianciolo, I hope I got that close  
34 enough. I hope they didn't -- I just had to say it one  
35 time or try to. I hope them two haven't scared you off  
36 out of county government work. It does get better. We  
37 appreciate you and thank you for all what you done for  
38 us.

39 Also, a little housekeeping. Keep Mr. Graham in  
40 our thoughts and prayers. He's out tonight. He's  
41 going to have a COVID test. Just for precaution didn't  
42 want to come. We appreciate that. He is I believe on  
43 the phone. Has he got here yet? He's on the phone.  
44 Me and him talked this afternoon. Unless -- when I  
45 call for a roll call vote, unless he says nay, he's  
46 voting in favor of it. Y'all help me to not forget  
47 that; okay?

48 Item number 4, the minutes has not been received,  
49 the July 19th meeting, we're waiting on that. So  
50 naturally we won't be doing that.

1           Number 5 is citizens comments. And Mr. Harmon and  
2 Mr. Burns have informed me there's no citizens signed  
3 up for that segment.

4           We're going to move on now to item number 6(a),  
5 these are third readings. This is 6(a), 2022-015, an  
6 Ordinance adopting and enacting a new code for Anderson  
7 County, South Carolina; providing for the repeal of  
8 certain ordinances not included therein; providing a  
9 penalty for the violation thereof; providing for  
10 the manner of amending such code; and providing when  
11 such code and this ordinance shall become effective.

12           We're going to have a public hearing on this. But  
13 before we do, to put this in plain English, this is  
14 bringing our code book, our ordinance book up to date  
15 to a certain point to get through it. Can you do a  
16 little bit better than that, Mr. Harmon?

17           LEON HARMON:                               You did very well,  
18 Mr. Chairman. But -- and what you said is absolutely  
19 correct. It will bring the code up to date through  
20 December of 2020. There will be some few changes in  
21 the code. Some sections will be renumbered. Some  
22 things will be moved to different places in the code.  
23 And it will include all ordinances that have been  
24 passed since the last update to the code was done.

25           There will be future updates to the code following  
26 this to include ordinances as we go along through the  
27 sessions of Council.

28           TOMMY DUNN:                               Thank you, Mr.  
29 Harmon. This will be a public hearing. Anyone wishing  
30 to speak to this matter, please step forward and state  
31 your name, your district you live in and address the  
32 chair, please. And you have three minutes. Anyone at  
33 all? Seeing and hearing none, the public hearing will  
34 be closed.

35           We're going to move on now to item number 6(b),  
36 2022-030, ---

37           LEON HARMON:                               Mr. Chairman, we  
38 need to vote on this.

39           TOMMY DUNN:                               Must we? Okay.

40           CINDY WILSON:                             So moved.

41           TOMMY DUNN:                               I thought I was  
42 doing good. All in favor of the motion, show of hands.  
43 I apologize. Wait a minute, we ain't had a motion yet.

44           CINDY WILSON:                             I said so moved.

45           TOMMY DUNN:                               Ms. Wilson makes  
46 the motion.

47           JOHN WRIGHT:                             Second.

48           TOMMY DUNN:                               Mr. Wright seconds  
49 it. Any discussion? All in favor of the motion, show  
50 of hands. All opposed like sign. I'm still astonished

1 about announcing that name a while ago. I don't know  
2 if I can -- that got me all excited.

3 Moving on now to item number 6(b), 2022-030, an  
4 Ordinance to amend an agreement for the development of  
5 a joint county industrial and business park (2010 Park)  
6 of Anderson and Greenville Counties so as to enlarge  
7 the park; and other matters related thereto.

8 This will be a public hearing, too. Mr. Nelson,  
9 would you just like to give a brief thing on this in  
10 case people don't know ---

11 BURRISS NELSON: Yes, sir. Thank  
12 you, Mr. Chairman, members of Council.

13 Multi-county park agreement allows the members of  
14 the park that put projects or industries in the park,  
15 it allows those industries to access certain incentives  
16 that are available through the South Carolina  
17 Department of Commerce. And it's beneficial to us, as  
18 well as to Greenville County.

19 And in this case we have six projects from Anderson  
20 County that are going into the park agreement that we  
21 have with Greenville. And we have four projects from  
22 -- for Greenville. And Greenville County Council sends  
23 their thanks for your consideration of this project --  
24 this amendment to the park ordinance, as well as it's a  
25 recommendation from our staff. Thank you, sir.

26 TOMMY DUNN: Thank you, Mr.  
27 Nelson.

28 This will be a public hearing. Anyone wishing to  
29 speak to this matter, please step forward and state  
30 your name and district and address the chair. You have  
31 three minutes. Public hearing. Seeing and hearing  
32 none, the public hearing will be closed.

33 Do we have a motion on the floor?

34 BRETT SANDERS: So moved.

35 CINDY WILSON: Second.

36 TOMMY DUNN: Motion Mr. Sanders;  
37 second Ms. Wilson. Any discussion? Seeing and hearing  
38 none, all in favor of the motion, show of hands. All  
39 opposed like sign. Show the motion carries  
40 unanimously.

41 We're going to move on now to item number 6(c),  
42 2022-032, an Ordinance to amend Ordinance #99-004, the  
43 Anderson County Zoning Ordinance, as adopted  
44 July 20, 1999, by amending the Anderson County Official  
45 Zoning Map to rezone +/- 19.1 acres from C-2  
46 (Highway Commercial District) to IZD (Innovative Zoning  
47 District) on a parcel of land identified as on  
48 Highway 76 in the Denver-Sandy Springs Precinct shown  
49 in Deed Book 19V page 955. The parcels are further  
50 identified as TMS #65-00-04-013.

1                   BRETT SANDERS:                   Mr. Chairman?  
2                   TOMMY DUNN:                   Mr. Sanders.  
3                   BRETT SANDERS:                   Thank you,  
4           sir. I would like to recuse myself before we take the  
5           public hearing and vote on this. I own property  
6           adjacent to that property, but have no financial  
7           interest.  
8                   TOMMY DUNN:                   Thank you.  
9           Okay, Mr. Sanders.  
10           We'll go into public hearing. Anyone wishing to  
11           speak to this matter now speak up, come and state your  
12           name and district for the record, please, and address  
13           the chair. You have three minutes. Anyone at all?  
14           Seeing and hearing none, the public hearing will be  
15           closed. Do we have a motion to move this forward?  
16                   JOHN WRIGHT:                   So moved.  
17                   CINDY WILSON:                   Second.  
18                   TOMMY DUNN:                   Motion Mr.  
19           Wright; second Ms. Wilson. Any discussion? Ms.  
20           Hunter, do you have anything? Thank you. Anymore  
21           discussion? All in favor of the motion show of hands.  
22           All opposed like sign. Show the motion carries  
23           unanimously, with Mr. Sanders abstaining. Will  
24           somebody go get him?  
25           Moving on to item number 6(d), 2022-033, an  
26           Ordinance to amend the definition of "Urban Districts"  
27           relating to speed humps as found in section 59-21 of  
28           the Anderson County Code of Ordinances; and other  
29           matters related thereto.  
30           This will be a public hearing we're going to be  
31           going into. This is really just bringing our speed  
32           bump ordinance up sort of in line with what the state  
33           does. This will be a public hearing. Anyone wishing  
34           to speak to this matter, please step forward, state  
35           your name and district and address the chair, please.  
36           Anyone at all. Seeing and hearing none, the public  
37           hearing will be closed. Do we have a motion to move  
38           this forward?  
39                   JIMMY DAVIS:                   So moved.  
40                   CINDY WILSON:                   Second.  
41                   TOMMY DUNN:                   Motion Mr.  
42           Jimmy Davis; second Ms. Cindy Wilson. Any discussion?  
43           All in favor of the motion show of hands. All opposed  
44           like sign. Show the motion carries unanimously.  
45           We're going to move on to item number 7(a), second  
46           reading, 7(a), Ordinance 2022-034, an Ordinance  
47           authorizing, under certain conditions, the execution  
48           and delivery by Anderson County, South Carolina of a  
49           second amended fee in lieu of taxes agreement with  
50           Project Triangle with respect to a project in the

1 County whereby the project would be subject to payment  
2 of certain fees in lieu of taxes and would be provided  
3 certain special source credits against fee payments;  
4 and related matters.

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

6 BRETT SANDERS: So moved.

7 CINDY WILSON: Second.

8 TOMMY DUNN: Motion Mr.

9 Sanders; second Ms. Wilson. We'll open the floor up  
10 for discussion. Mr. Nelson.

11 BURRISS NELSON: Thank you, Mr.

12 Chairman. As we said last time, this is a fabulous  
13 project opportunity for Anderson County. Two hundred  
14 million in capital investment, three hundred and fifty  
15 jobs with an average pay of over thirty dollars an  
16 hour, adding a new payroll of twenty-one million --  
17 annual payroll of twenty-one million dollars to the  
18 existing company's already fifty million plus annual  
19 payroll. So it will range up to over seventy-one  
20 million in total annual payroll. This comes to counsel  
21 as a recommendation from staff. Thank you, sir.

22 TOMMY DUNN: Thank you, Mr.

23 Nelson. Any further discussion? All in favor of the  
24 motion show of hands. All opposed like sign. Show the  
25 motion carries unanimously.

26 We're going to move on to number 8(a), first  
27 reading, 2022-037, an Ordinance authorizing the  
28 execution and delivery of a fee in lieu of tax  
29 agreement by and between Anderson County, South  
30 Carolina and a company or companies known to the County  
31 at this time as Project Little Brother with respect to  
32 certain economic development property in the County,  
33 whereby such property will be subject to certain  
34 payments in lieu of taxes, including the provision of  
35 certain special source credits; and other matters  
36 related thereto.

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

38 BRETT SANDERS: So moved.

39 CINDY WILSON: Second.

40 TOMMY DUNN: Motion Mr.

41 Sanders; second Ms. Cindy Wilson. Mr. Burriss Nelson  
42 now.

43 BURRISS NELSON: Thank you, Mr.

44 Chairman, members of Council. This is another project  
45 for a speculative building where others are spending  
46 their money and the county does not have to, to create  
47 manufacturing or warehouse space. This is anticipated  
48 to be a four hundred thousand square foot facility at  
49 exit 32, just off of I-85. Thirty million dollars in  
50 capital investment. No job numbers at this time. But

1 it will generate in the first year taxes of eighty-nine  
 2 thousand dollars. The property last year in taxes paid  
 3 nine hundred thirty-two dollars.

4 This project Little Brother comes to you as a  
 5 recommendation from staff and -- recommendation from  
 6 our staff. Thank you, sir.

7 TOMMY DUNN: Thank you.  
 8 Any further discussion, comments, questions? Seeing  
 9 and hearing none, all in favor of the motion show of  
 10 hands. All opposed like sign. Show the motion carries  
 11 unanimously.

12 We're going to move on now to number 9(a),  
 13 2022-043, a Resolution expressing consent to the  
 14 installation of speed humps on Clarendon Drive (C-01-  
 15 0055); and other matters related thereto.

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

17 JIMMY DAVIS: So moved.

18 CINDY WILSON: Second.

19 TOMMY DUNN: Motion Mr.

20 Jimmy Davis; and second Ms. Cindy Wilson. Any  
 21 discussion? Mr. Sanders.

22 BRETT SANDERS: When I was  
 23 reading through this it said property owners to pay  
 24 fifty percent with the total cost two thousand per hump  
 25 or is it four thousand and they're paying the other  
 26 half?

27 MATT HOGAN: Say that  
 28 again?

29 TOMMY DUNN: What's the  
 30 total cost, Mr. Hogan? Is it four thousand or two  
 31 thousand?

32 MATT HOGAN: Two thousand.

33 TOMMY DUNN: Two thousand?

34 MATT HOGAN: Well, they pay  
 35 -- the total cost is two thousand. They pay a  
 36 thousand.

37 BRETT SANDERS: Okay. They  
 38 pay the fifty percent.

39 MATT HOGAN: Per hump.

40 TOMMY DUNN: Y'all good

41 with this? Everything good?

42 MATT HOGAN: This went  
 43 through the process. It's an ideal -- it's in a  
 44 neighborhood. It's passed all the ---

45 TOMMY DUNN: Thank you, Mr.  
 46 Hogan. Anymore discussion? All in favor of the motion  
 47 show of hands. All opposed like sign. Show the motion  
 48 carries unanimously.

49 We're going to move on now to item 9(b), 2022-045,  
 50 a Resolution acknowledging and authorizing the



1 inclusion of additional property in the fee in lieu of  
2 tax agreement by and between Anderson County, South  
3 Carolina and Anderson Land, LLC, whereby, in  
4 accordance with the fee in lieu of tax agreement the  
5 project, including the additional property, would be  
6 subject to payment of certain fees in lieu of taxes,  
7 and credits against said fee payments in reimbursement  
8 of investment in related qualified infrastructure; and  
9 providing for related matters.

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

11 CINDY WILSON: So moved.

12 TOMMY DUNN: Motion Mr.

13 Jimmy Davis; and second -- I'm sorry -- Mr. Glenn  
14 Davis; and second by Ms. Cindy Wilson.

15 Now, Mr. Nelson.

16 BURRISS NELSON: Thank you, Mr.

17 Chairman, members of Council. This is the Project  
18 Limestone, Midwest Investment Group that came to us  
19 last year. This investment in additional purchased  
20 land will push their anticipated investment to over  
21 eighty million dollars. The anticipated property --  
22 projected property taxes in 2026 will be over three  
23 hundred thousand dollars. This is a thirty year fee  
24 agreement. It's a six percent assessment ratio with an  
25 eighty-five percent SSRC for years one through five to  
26 help offset infrastructure costs that were over eight  
27 million dollars for that particular project in that  
28 particular area, close to exit 27 just off of 81. This  
29 comes to Council as a recommendation from staff. And  
30 we appreciate your consideration.

31 TOMMY DUNN: Any  
32 discussion? Anymore discussion? Seeing and hearing  
33 none, all in favor of the motion show of hands. All  
34 opposed like sign. Show the motion carries  
35 unanimously.

36 We're going to move on now to item number 9(c),  
37 2022-046, a Resolution authorizing the execution and  
38 delivery of an inducement agreement by and between  
39 Anderson County, South Carolina and Project Trust,  
40 whereby, under certain conditions, Anderson County will  
41 execute a fee in lieu of tax and special source credit  
42 agreement with respect to a project in the County  
43 whereby the project would be subject to payment of  
44 certain fees in lieu of taxes, and whereby Project  
45 Trust will be provided certain credits against fee  
46 payments in reimbursement of investment in related  
47 qualified infrastructure; and providing for related  
48 matters. Project Trust.

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

50 BRETT SANDERS: So moved.

1 TOMMY DUNN: Motion Mr.  
2 Sanders. Have a second?  
3 CINDY WILSON: Second.  
4 TOMMY DUNN: Second Ms.  
5 Wilson. Now we open the floor up for discussion. Mr.  
6 Nelson.  
7 BURRISS NELSON: Thank you, Mr.  
8 Chairman. This is a manufacturing company that does --  
9 works with structural steel. They have a number of  
10 components that they make for large construction  
11 projects. This project is located in Councilman Glenn  
12 Davis's district on Amity Road. Six million in capital  
13 investment, creating sixty jobs with an average pay of  
14 twenty-two forty-seven. A new annual payroll for that  
15 project, 2.6 million dollars. This is a six percent  
16 assessment ratio with a forty percent SSRC for years  
17 one through five and twenty-five percent SSRC years six  
18 through ten. Last year that project -- that location  
19 paid six thousand seven hundred dollars in tax. It is  
20 anticipated in 2024 that it'll pay almost twenty-one  
21 thousand dollars in property tax. Community impact for  
22 year one, thirty-one million. And over thirty years a  
23 hundred and eleven million.  
24 This comes to Council as a recommendation from  
25 staff.  
26 TOMMY DUNN: Thank you, Mr.  
27 Nelson. Anymore discussion? Seeing none, all in favor  
28 of the motion show of hands. All opposed like sign.  
29 Show the motion carries unanimously.  
30 Moving on to item number 9(d), 2022-047, a  
31 Resolution authorizing the execution and delivery of an  
32 inducement agreement by and between Anderson County,  
33 South Carolina and Project Little Brother, whereby,  
34 under certain conditions, Anderson County will execute  
35 a fee in lieu of tax and special source credit  
36 agreement with respect to a project in the County  
37 whereby the project would be subject to payment of  
38 certain fees in lieu of taxes, and whereby  
39 Project/Company will be provided certain credits  
40 against fee payments in reimbursement of investment in  
41 related qualified infrastructure; and providing for  
42 related matters.  
43 Do we have a motion to move this forward?  
44 CINDY WILSON: So moved.  
45 TOMMY DUNN: Motion Ms.  
46 Wilson. Do we have a second?  
47 BRETT SANDERS: Second.  
48 TOMMY DUNN: Second Mr.  
49 Brett Sanders. Open the floor up for discussion. Mr.  
50 Nelson, anything you need -- this is just carrying on

1 from the other project, Little Brother. I think it's  
2 self-explanatory. Are there any discussion? Seeing  
3 and hearing none, all in favor of the motion show of  
4 hands. All opposed like sign. Show the motion carries  
5 unanimously.

6 We're going to move on to item number 10 now.  
7 Thank you, Mr. Nelson. Appreciate it.

8 BURRISS NELSON: Thank you.  
9 TOMMY DUNN: We're going to  
10 move on to item number 10, change orders and bid  
11 approval. We've got Bid #23-003 ACTC 126 and 127. Who  
12 wants to take this?

13 RUSTY BURNS: Mr. Chairman,  
14 low bid from Pickens Construction Company is eight  
15 hundred and eighty-eight thousand seven hundred and  
16 fifty dollars. Each member of Council has a list of  
17 the roads that are to be paved. This will authorize  
18 them to proceed.

19 TOMMY DUNN: This is the  
20 Anderson County Transportation Committee, ACTC. Do we  
21 have a motion to move this forward?

22 BRETT SANDERS: So moved.  
23 CINDY WILSON: Second.  
24 TOMMY DUNN: Motion Mr.  
25 Sanders; second Ms. Wilson. Any discussion? All in  
26 favor of the motion show of hands. All opposed like  
27 sign. Show the motion carries unanimously.

28 We're going to move on to item number 10(b),  
29 Change Order 1428 Front Entryway Project. Mr. Burns.

30 RUSTY BURNS: Mr. Chairman,  
31 this is to reduce the retainage to J.M. Coker, who's  
32 doing the work at 1428 Front Entryway to five percent.

33 TOMMY DUNN: Do we have a  
34 motion to move this forward?

35 JOHN WRIGHT: So moved.  
36 BRETT SANDERS: So moved.  
37 TOMMY DUNN: Motion Mr.  
38 John Wright; second Mr. Brett Sanders. Any discussion?  
39 This really ain't a change order. We ain't doing --  
40 we're just giving money back that ---

41 RUSTY BURNS: Reducing  
42 retainage. Yes, sir.

43 TOMMY DUNN: --- because  
44 the work's been competed and holding back enough to  
45 make sure they finish up what they've got. Do like we  
46 done last week on the other project ---

47 RUSTY BURNS: Yes, sir.  
48 TOMMY DUNN: --- at the  
49 garage. Anymore discussion? All in favor of the  
50 motion show of hands. All opposed like sign. Show the

1 motion carries unanimously.  
2 We're going to move on to number 11, vehicle  
3 donations.  
4 Do y'all have a problem if we do all of these at  
5 one time? Anybody got a problem? This is vehicle  
6 donations.  
7 11(a) is a 2009 Chevrolet Tahoe, City of Belton.  
8 11(b) is a 2005 Ford Crown Vic, Town of Honea Path  
9 11(c) is a 2006 Ford Crown Vic, Town of Honea Path  
10 (d) is a 2009 Chevrolet Tahoe, our Solicitor Office  
11 Do we have a motion to put this in effect?  
12 BRETT SANDERS: So moved.  
13 CINDY WILSON: So moved.  
14 TOMMY DUNN: Ms. Wilson  
15 makes the motion; Mr. Brett Sanders seconds it. Any  
16 discussion? Hearing and seeing none, all in favor of  
17 the motion show of hands. All opposed like sign. Show  
18 the motion carries unanimously.  
19 Moving on to item number 12, appointments. John  
20 Wright, Jr.  
21 JOHN WRIGHT: Thank you, Mr.  
22 Chairman. I have a vacancy on the Anderson Convention  
23 Visitors Bureau for District 1. I'd like to appoint  
24 Shelby Clardy. Shelby is from Anderson. She runs the  
25 Bleckley Inn over here downtown. And I think she'll do  
26 a good job on that. So bring that in the form of a  
27 motion.  
28 BRETT SANDERS: Second.  
29 TOMMY DUNN: Motion Mr.  
30 Wright; second Mr. Sanders. Any discussion? All in  
31 favor of the motion show of hands. All opposed like  
32 sign. Show the motion carries unanimously.  
33 Anyone else have any appointments I'm not aware of?  
34 Moving on to item number 13, requests by Council  
35 members. We'll start on that end. Mr. Jimmy Davis.  
36 JIMMY DAVIS: Thank you, Mr.  
37 Chair. At this time I would like to appropriate from  
38 the District 6 special appropriations account -- and  
39 I'll make these in the form of one motion -- to the  
40 Anderson Chapter National Federation of the Blind, five  
41 hundred dollars; and to the Anderson Jets Track Club,  
42 five hundred dollars. I make that in the form of a  
43 motion.  
44 CINDY WILSON: Second.  
45 BRETT SANDERS: Second.  
46 TOMMY DUNN: We have a  
47 motion Mr. Davis, Jimmy Davis, and second Mr. Brett  
48 Sanders. Any further discussion? All in favor of Mr.  
49 Davis's motion show of hands. All opposed like sign.  
50 Show the motion carries unanimously.

1 Anything else, Mr. Davis?  
2 JIMMY DAVIS: No, sir.  
3 TOMMY DUNN: Mr. Brett  
4 Sanders.  
5 BRETT SANDERS: Thank you, Mr.  
6 Chairman. I would like to appropriate five hundred  
7 dollars to the Anderson Chapter National Federation of  
8 the Blind, special appropriations account for the  
9 amount of five hundred dollars. Put that in the form  
10 of a motion, sir.  
11 CINDY WILSON: Second.  
12 TOMMY DUNN: We have a  
13 motion Mr. Sanders; second Ms. Wilson. Any further  
14 discussion? All in favor of the motion show of hands.  
15 All opposed like sign. Show the motion carries  
16 unanimously. Anything else, Mr. Sanders?  
17 BRETT SANDERS: No, sir.  
18 Thank you.  
19 TOMMY DUNN: Mr. Glenn  
20 Davis.  
21 GLENN DAVIS: Thank you, Mr.  
22 Chairman. I would like to also appropriate five  
23 hundred dollars to the Anderson Chapter National  
24 Federal of the Blind; and Westside Community Center,  
25 District -- two thousand dollars to the Westside  
26 Community Center. And I'd like to put that in the form  
27 of a motion, please.  
28 BRETT SANDERS: Second.  
29 TOMMY DUNN: We have a  
30 motion Mr. Glenn Davis and second by Mr. Brett Sanders.  
31 Any further discussion? All in favor of the motion  
32 show of hands. All opposed like sign. Show the motion  
33 carries unanimously. Mr. John Wright, Jr.  
34 JOHN WRIGHT: Thank you, Mr.  
35 Chairman. I would also like to appropriate five  
36 hundred dollars from District 1 rec account to the  
37 Anderson Chapter National Federation of the Blind. Put  
38 that in the form of a motion.  
39 CINDY WILSON: Second.  
40 JIMMY DAVIS: Second.  
41 TOMMY DUNN: Second Mr.  
42 Jimmy Davis. Any discussion? All in favor of the  
43 motion show of hands. All opposed like sign. Show the  
44 motion carries unanimously. Ms. Cindy Wilson.  
45 CINDY WILSON: Thank you.  
46 District 7 would like to appropriate two hundred  
47 dollars to the National Federation of the Blind and two  
48 hundred for the Westside Community Center Leadership  
49 Class 37. I put that in the form of a motion with the  
50 explanation that we're just about out of money because

1 we're already promised. Would like to do more.  
2 TOMMY DUNN: I understand.  
3 Do we have a second?  
4 JOHN WRIGHT: Second.  
5 TOMMY DUNN: Second Mr.  
6 John Wright. Any discussion? All in favor of the  
7 motion show of hands. All opposed like sign. Show the  
8 motion carries unanimously.  
9 Is Mr. Graham on? Would he like to do anything?  
10 Mr. Graham on? Mr. Graham?  
11 RAY GRAHAM: I am, Tommy,  
12 yes, sir.  
13 TOMMY DUNN: Do you have  
14 any requests?  
15 RAY GRAHAM: Mr. Chairman,  
16 ---  
17 TOMMY DUNN: Go ahead.  
18 RAY GRAHAM: I'd like to do  
19 all of them together if that's okay.  
20 TOMMY DUNN: Go ahead.  
21 RAY GRAHAM: Five hundred  
22 dollars to the Association of the Blind; five hundred  
23 dollars Westside Community Center. And I've got some  
24 other ones I'll do next meeting when I'm back.  
25 TOMMY DUNN: Good. Thank  
26 you, Mr. Graham. Do we have a second?  
27 CINDY WILSON: Second.  
28 TOMMY DUNN: Second Ms.  
29 Cindy Wilson. Any further discussion?  
30 BRETT SANDERS: Mr. Chairman?  
31 TOMMY DUNN: Yes, sir.  
32 BRETT SANDERS: I don't know  
33 if Councilman Graham is aware, the Westside Community  
34 Center that we had on our thing, in our packet it says  
35 all districts, but we did it last week and they  
36 resubmitted again because Mr. Davis was gone ---  
37 **MULTIPLE COUNCIL TALKING AT SAME TIME**  
38 BRETT SANDERS: Just didn't  
39 want him to ---  
40 TOMMY DUNN: I understand.  
41 JOHN WRIGHT: Double dip.  
42 TOMMY DUNN: Double dip, I  
43 got you. We're good. Anymore discussion? All in  
44 favor of the motion show of hands. All opposed like  
45 sign. Show the motion carries unanimously.  
46 Thank you, Mr. Graham.  
47 TOMMY DUNN: District 5  
48 would like to appropriate out of its special  
49 appropriations account five hundred dollars for the  
50 Anderson Chapter of the National Federal of the Blind.

1 Put that in the form of a motion.  
2 JOHN WRIGHT: Second.  
3 CINDY WILSON: Second.  
4 TOMMY DUNN: Second Mr.  
5 John Wright, Jr. Any discussion? All in favor of the  
6 motion show of hands. All opposed like sign. Show the  
7 motion carries unanimously.  
8 We're going to move on now to Administrator's  
9 report.  
10 RAY GRAHAM: Nothing at  
11 this time, Mr. Chairman.  
12 TOMMY DUNN: And it's my  
13 understanding no citizens are signed up; right?  
14 LEON HARMON: That's  
15 correct, Mr. Chairman.  
16 TOMMY DUNN: We're going to  
17 move on to remarks from Council members. Ms. Wilson.  
18 CINDY WILSON: Well, Mr.  
19 Burns is being entirely too modest. There's a lot to  
20 report on. What a blessing to have all these exciting  
21 athletic events come to town and have all these  
22 wonderful people outside of the area meeting the  
23 wonderful people here.  
24 And Sunday that ceremony for our firefighters was  
25 the most touching. I had no clue that we have lost was  
26 it twelve of our firefighters in the last hundred  
27 years?  
28 TOMMY DUNN: Yes, ma'am.  
29 CINDY WILSON: And a lot of  
30 people moving here and a lot of people who live here --  
31 have lived here for a long time are unaware that these  
32 are volunteers. I wonder if there's something that we  
33 could do like county-wide, some kind of Recognize Your  
34 Volunteer Fire Department Day so that they can get some  
35 more collections from the community and recognition?  
36 I'll just throw that out there. And maybe we can all  
37 put our heads together and do something maybe this  
38 fall.  
39 But anyway, it's a great day to be in Anderson  
40 County. Thank you.  
41 TOMMY DUNN: Thank you.  
42 Mr. John Wright.  
43 JOHN WRIGHT: I just echo  
44 everything that Ms. Wilson said. Nothing else further.  
45 Thank you.  
46 TOMMY DUNN: Thank you.  
47 Mr. Glenn Davis.  
48 GLENN DAVIS: Again, I'd  
49 just echo what Ms. Wilson said about Sunday's ceremony.  
50 It was real nice. Any of you out there that haven't

1 seen it yet, it's right across the street. It's nice.  
2 Makes Anderson County proud. Thank you.

3 TOMMY DUNN: Mr. Davis, I  
4 don't want to put you on the spot, but I know you've  
5 got a lot on your mind and you wasn't here. You was  
6 tending to business for us down at the State  
7 Association. That week before that you had your event  
8 at the Annex out there. Do you want to speak -- I  
9 think it was a real good success. Talking to you and  
10 your wife and everything.

11 GLENN DAVIS: Yes, sir.

12 TOMMY DUNN: Appreciate  
13 y'all doing that and everything. The only thing I've  
14 got a problem with, you let Mr. Sanders off the hook.  
15 Next time we've got to get him in there a little bit  
16 sooner.

17 GLENN DAVIS: We could have  
18 made him stand out in the ran. Yes, sir, it was a good  
19 event. That was our Second Annual Community Fun Day.  
20 I'd like to thank everyone that helped and everyone  
21 that helped put it on. It was a great time for the  
22 community.

23 TOMMY DUNN: Wholeheartedly  
24 agree. Thank you for y'all doing that.

25 Moving on, Mr. Sanders.

26 BRETT SANDERS: Nothing at  
27 this time, sir.

28 TOMMY DUNN: Thank you.

29 Moving on, Mr. Jimmy Davis, Councilman Davis.

30 JIMMY DAVIS: Thank you, Mr.  
31 Chair. Young lady, I'm not going to try to pronounce  
32 your name. I'm not as brave as Chairman Dunn. But we  
33 wish you the best of luck.

34 TOMMY DUNN: You want me to  
35 do it for you?

36 JIMMY DAVIS: We wish you  
37 all the best of luck and we hope you'll come back and  
38 join us again. And we thank you for your service.

39 I just want to say, we've got a lot of great things  
40 going on in Anderson County. And I hope our citizens  
41 are paying attention. Who knows, when the weather  
42 cools off a little bit, we might have a County Council  
43 pickle ball match or something and we can run around a  
44 little bit and get some exercise. But that's all I  
45 have. Thank you, Mr. Chair.

46 TOMMY DUNN: Thank you.

47 I just want to appreciate all the work Mr. Burns  
48 and the committee and all done for the Fallen  
49 Firefighters Memorial across the street. I think it's  
50 in a great place of prominence. People can see it and



1 think of it. And there are city firefighters on there  
2 too, paid firefighters. It's a place for both of them.  
3 It's a joint effort. But appreciate everybody what  
4 they done for that and to get the due recognition.

5 I also want to thank the staff for all the hard  
6 work they done in making the fishing tournament this  
7 past week a resounding success, the national high  
8 school thing. I think it's only going to get better.  
9 I had more people talking about that thing this time  
10 than they did Bass Masters to me, people I talked to  
11 and seen. The only thing I ain't quite understood, how  
12 somebody from Wisconsin won this. Come all the way  
13 down to Lake Hartwell and anybody doing that kind of  
14 fishing up there, different temperatures and stuff.  
15 You know, just for the record y'all do know Mr. Brill  
16 who's over our Parks & Recreation is from Wisconsin, so  
17 I'll leave it at that.

18 CINDY WILSON: He didn't tell  
19 them where to fish, did he?

20 TOMMY DUNN: But I do want  
21 to appreciate that. Green Pond just keeps going on  
22 with things. My understanding, it's like the baseball  
23 -- youth basement World Series thing, those folks are  
24 already wanting to come back to the High School Angler  
25 thing at Green Pond. Real excited about it and come  
26 back and to see all the boats out there. All this is  
27 happening in Anderson. I mean they're even practicing  
28 before the tournament and filling up hotels and buying  
29 gas. It's just great, great to see them and shines a  
30 good positive light on Anderson. And I just appreciate  
31 what everybody is doing and working. And the staff,  
32 we've got a lot of good stuff going on in the county.  
33 Just want to keep it up and stay on top of things. I  
34 appreciate everybody's hard work.

35 Oh, yeah, one last thing of housekeeping. Two  
36 weeks from tonight or two weeks from today, we don't  
37 have a meeting. That's August the 30th. But we will  
38 have a meeting, special called meeting, probably be at  
39 lunch time if that's good with everybody. We need to  
40 have this meeting for the bond, for our jail bond to  
41 stay on track, to get this thing up. Be a short  
42 meeting. You can come in on Zoom, what not. That's  
43 the only thing that's going to be on the agenda. But  
44 we need to get this. Trying to give you plenty of  
45 notice. We need to do this. Interest rates are  
46 moving. It's going to cost us some stuff and we need  
47 to get this thing going.

48 And then our schedule the next council meeting,  
49 regular council meeting, we'll have a public hearing  
50 and go through that. Then we'll have a follow-up

1 meeting and have it for third reading if everything  
2 goes well to keep proceeding on. And this is to keep a  
3 lookout to save taxpayers money.

4 JIMMY DAVIS: That meeting  
5 will be on the 1st, you think?  
6 TOMMY DUNN: No, August  
7 30th.  
8 JIMMY DAVIS: August 30th?  
9 TOMMY DUNN: That's a  
10 Tuesday, two weeks from today.  
11 CINDY WILSON: Mr. Chairman?  
12 TOMMY DUNN: Uh-huh  
13 (affirmative).  
14 CINDY WILSON: We have just  
15 scheduled the Planning and Public Works Committee at  
16 twelve noon that day.  
17 TOMMY DUNN: We'll have  
18 this at 11:30.  
19 CINDY WILSON: So while we're  
20 all up here, how long do you want to allot for the ---  
21 TOMMY DUNN: Like I said,  
22 we can do this at 11:30. It's going to be in title  
23 only, but we've got to do this. Shouldn't take five or  
24 ten minutes.  
25 CINDY WILSON: Okay.  
26 TOMMY DUNN: But  
27 something's got to be done.  
28 CINDY WILSON: Do you want to  
29 do it at noon and then we'll go ---  
30 BRETT SANDERS: Whatever will  
31 be fine with me.  
32 CINDY WILSON: Is that okay  
33 with everybody?  
34 TOMMY DUNN: Okay. Is that  
35 good?  
36 CINDY WILSON: Done.  
37 TOMMY DUNN: Okay. Thank  
38 y'all. Anything else, Mr. Harmon? I didn't leave  
39 nothing out on that; did I?  
40 LEON HARMON: I don't think  
41 you left anything out.  
42 TOMMY DUNN: Appreciate  
43 y'all. Be adjourned.

44  
45 **(MEETING ADJOURNED AT 7:04 P.M.)**

State of South Carolina    )  
County of           Anderson    )

ANDERSON COUNTY COUNCIL  
SPECIAL CALLED COUNTY COUNCIL MEETING  
AUGUST 30, 2022

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

ALSO PRESENT:  
RUSTY BURNS  
LEON HARMON  
RENEE WATTS

1 TOMMY DUNN: ... ask -- he's  
2 supposedly trying to get in touch. Will be a call-in.  
3 And if he does we'll welcome him onboard. As we start  
4 the meeting, I'd like for us to all rise for invocation  
5 and pledge of allegiance. Councilman Davis, please.  
6 Glenn Davis.

7 GLENN DAVIS: Let us pray.

8 **INVOCATION AND PLEDGE OF ALLEGIANCE BY GLENN DAVIS**

9 TOMMY DUNN: We're going to  
10 move on now to item number 3, citizens comments. Any  
11 citizens comments out there? Anyone have any comments,  
12 anything to say? Seeing and hearing none, we'll move  
13 on.

14 At this time we'll ask for a motion for Ordinance on  
15 first reading, this will be Ordinance number 2022-038,  
16 an Ordinance authorizing Anderson County, South Carolina  
17 to enter into an installment purchase transaction to  
18 provide for the construction, reconstruction,  
19 acquisition, installation, renovation, and equipping of  
20 a detention facility and related improvements and  
21 infrastructure; authorizing the execution and delivery  
22 of various documents relating to such transaction,  
23 including the base lease agreement and the installment  
24 purchase and use agreement; approving the issuance of  
25 not exceeding \$55,000,000 aggregate principal amount of  
26 bonds by the Anderson County Detention Facilities  
27 Corporation; delegating authority to the Chairman of  
28 County Council and County Administrator to effect such  
29 transaction and determining certain matters; and  
30 providing for other matters related thereto.

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

32 CINDY WILSON: So moved.

33 TOMMY DUNN: Motion Ms.

34 Wilson and second Brett Sanders. Open the floor up for  
35 discussion?

36 CINDY WILSON: Could you ---

37 TOMMY DUNN: Ms. Wilson.

38 CINDY WILSON: --- for the  
39 sake of our people here, give a brief explanation of why  
40 and how we've come to this point? I think it would be  
41 very helpful.

42 TOMMY DUNN: We're here,  
43 first of all, it's time for us to build a jail. We've  
44 been putting it off and putting it off. And the state  
45 has, the last time -- it's public record, you can ask  
46 for it -- they gave us a very bad report. I ain't going  
47 to say the last time, but time before last anyway, give  
48 us a very bad report and put us on notice to get  
49 something done. We've been stringing this along and  
50 stringing this along. Thank goodness for Ms. Davis, our

1 Finance Director and Mr. Burns, we've got some bonds  
2 coming up, and we ain't looking to spend money, but  
3 doing this to try to save on taxpayers. And why we're  
4 doing this and we've got a public hearing -- we've got  
5 three readings to pass this. We'll have a second  
6 meeting Tuesday night, our regular council meeting, and  
7 that will be a public hearing. Then we'll have a third  
8 reading on the 14th, that'll be a special meeting. And  
9 we're doing this for interest rates and trying to save  
10 money. We're already behind the curve ball on some of  
11 this stuff to get this.

12 And I know there's different philosophies out there  
13 and some people getting different opinions about the  
14 jail, but we've studied this and looked at this and  
15 nothing's been decided about who's going to build it,  
16 design of it; all that's in the works. We're just  
17 trying to get our financing in order.

18 Any other questions or comments?

19 JOHN WRIGHT: Mr. Chairman?

20 TOMMY DUNN: Mr. Wright.

21 JOHN WRIGHT: The intent is  
22 to construct this jail without any sort of tax increase  
23 to the citizens of Anderson County?

24 TOMMY DUNN: That's right.

25 And also, it'll be at the same location it is now.

26 JOHN WRIGHT: Okay.

27 TOMMY DUNN: It'll probably  
28 expand over into the National Guard site, but it will be  
29 in the same footprint of location of where the existing  
30 jail is now. And we'll have -- this is just to get the  
31 financing. There will be votes taken on who will build  
32 the jail. There will be votes taken on how much it's  
33 going to cost us -- you know, a set contract price and  
34 all that stuff will be votes and votes in public.

35 Mr. Sanders.

36 BRETT SANDERS: Yes, sir.

37 After this vote will we be able to -- I guess this is  
38 directed I guess more toward Ms. Davis. Will we have to  
39 have three votes before we can start trying to lock the  
40 rate in, or are we in the process of doing that now?

41 RITA DAVIS: No, sir. The  
42 Bond Ordinance will give the Administrator and the  
43 Chairman of County Council the authority to select a  
44 bank.

45 BRETT SANDERS: So we'll have  
46 three readings before we can do that?

47 TOMMY DUNN: We've got two  
48 more readings.

49 BRETT SANDERS: Okay. I didn't

50 ---

1 TOMMY DUNN: And that'll be  
2 it. It'll be locked in.

3 BRETT SANDERS: --- because  
4 like you said, time is the essence. I know a one  
5 percent increase in rate over a twenty year period,  
6 we're talking 6.1, 6.3 million dollars in interest that  
7 we could be saving. And I know the Feds just raised  
8 another .75 basis points. And by the end of this year,  
9 they're expecting rates to be at four percent. So I  
10 think the quicker we can lock in a rate, it would be  
11 that much more savings we can have.

12 RITA DAVIS: Council had the  
13 wisdom to accelerate this process by the 14th or the  
14 third reading. (Inaudible) on the 15th. (Inaudible.)

15 BRETT SANDERS: Okay. Thank  
16 you very much.

17 TOMMY DUNN: And keep that  
18 in mind, second reading will be the next council  
19 meeting. That'll be the 6th. That's our regular  
20 council meeting. Then we'll have a special called  
21 meeting on the 14th at night time to finalize this. We  
22 have to have certain days between second and third  
23 reading. And that's what it is to get this thing done.  
24 And this was done on advice of our financial -- Ms.  
25 Davis and the people she deals with on the bond thing to  
26 do this, speed it up, not take a chance, what not.

27 CINDY WILSON: May I quickly?

28 TOMMY DUNN: Yes, ma'am.

29 CINDY WILSON: As you pointed  
30 out, this has been looming ahead of us for really a good  
31 twenty years. The jail was meant for only about two  
32 hundred and fifty people. And regularly there are four  
33 hundred and twenty to four hundred and fifty people  
34 there. It's a very dangerous situation. And it is  
35 falling apart, if you've never taken a tour of the jail.

36 But all the law enforcement and judiciary and county  
37 people got together -- I guess was it three years ago  
38 with the Coordinating Council trying to reduce the  
39 people in jail so they could get to court and get -- one  
40 way or the other, go to regular jail or go free instead  
41 of being on the county dime. It seemed that most of the  
42 bottleneck is across the street. There's so many issues  
43 with that nationwide now; bond issues and so forth.

44 But when we are looking at potential multiple  
45 millions of dollars of lawsuits any time someone feels  
46 they're wronged or not handled properly within that  
47 facility, that is another concern, too. There are a lot  
48 of working issues to consider in this.

49 And as our Chairman and Council members have been  
50 trying to stay on top of this and be informed, there

1 will be many steps in the process that will require  
2 public notification, public input. There will be  
3 professional people brought in to look at design  
4 possibilities and so forth. We're not only looking at  
5 the safety of our law enforcement people and safety of  
6 the people who are incarcerated, but efficiency of  
7 operations, too.  
8 So there's a lot that will rely on a great deal of  
9 expertise from in and out of the county before anything  
10 is finalized. Thank you.  
11 TOMMY DUNN: Thank you.  
12 Anyone else? All in favor of the motion show of hands.  
13 All opposed like sign. Show the motion carries  
14 unanimously.  
15 We'll be adjourned. Meeting back at our regular  
16 meeting Tuesday night.  
17 CINDY WILSON: And anyone is  
18 welcome to come to the Planning and Public Works  
19 Committee next.  
20  
21 **(MEETING ADJOURNED AT 12:10 P.M.)**

**ORDINANCE NO. 2022-025**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND VOLVO CAR USA LLC (D/B/A VOLVO CAR US OPERATIONS) (FORMERLY KNOWN TO THE COUNTY AS PROJECT FIDDLER) WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; 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 (the “*FILOT*”) with respect to qualified projects; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS,** pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on July 19, 2022 an inducement resolution (the “*Inducement Resolution*”) regarding Volvo Car USA LLC (d/b/a Volvo Car US Operations), a Delaware limited liability company (the “*Company*”) (which was known to the County at the time as “*Project Fiddler*”), with respect to the Company’s acquisition and installation of improvements, fixtures, machinery, equipment, furnishings and other tangible personal property to constitute a tooling facility in the County (collectively, the “*Project*”); and

**WHEREAS,** the Company has represented that the Project will involve an investment of approximately \$5,618,000, but not less than \$2,500,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

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

**WHEREAS,** pursuant to the Inducement Resolution, the County has agreed to, among other things, enter into a FILOT agreement with the Company (the “*Fee Agreement*”), whereby the County would provide therein for a payment of a FILOT by the Company with respect to the Project; and

**WHEREAS,** the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement that the County proposes to execute and deliver (subject to the terms of this ordinance); and

**WHEREAS,** it appears that the above-referenced document, 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 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, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chair of County Council and/or the County Administrator hereby are (and each hereby is) 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, respectively, and cause copies 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 Chair of County Council or the County Administrator, upon advice of counsel, the execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. Revenues generated for the Park from the Project through the FILOT payments to be retained by the County (“**Net Park Fees**”) under the agreement governing the Park shall be distributed within the County in accordance with this subsection:

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

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

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 portion of the Park in the same percentage as is equal to that taxing entity’s percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, hereby are (and each individually hereby is) authorized, empowered 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 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

[remainder of page intentionally left blank]

**ENACTED** in meeting duly assembled this 6th day of September, 2022.

**ANDERSON COUNTY, SOUTH CAROLINA**

---

Tommy Dunn  
Chair of County Council

Attest:

---

Renee Watts  
Clerk to County Council

Attest:

---

Rusty Burns  
County Administrator

Approved as to form:

---

Leon C. Harmon  
County Attorney

First Reading: July 19, 2022  
Second Reading: August 2, 2022  
Third Reading: September 6, 2022  
Public Hearing: September 6, 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 July 19, 2022, August 2, 2022, and September 6, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

---

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

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

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**FEE IN LIEU OF TAX AGREEMENT**

by and between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**VOLVO CAR USA LLC (D/B/A VOLVO CAR US OPERATIONS)**

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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 Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax Agreement or a summary compliant with Section 12-44-55 of the Code.

<b>Company Name:</b>	Volvo Car USA LLC (D/B/A Volvo Car Us Operations)	<b>Project Name:</b>	Project Fiddler
<b>Projected Investment:</b>	\$5,618,000	<b>Projected Jobs:</b>	n/a
<b>Location (street):</b>	171 Alliance Pkwy, Williamston, SC 29697	<b>Tax Map No.:</b>	169-00-11-029
	101 Clemson Research Blvd. Anderson, SC 29625		025-00-02-036
<b>1. FILOT</b>			
Required Investment:	\$2,500,000.00		
Investment Period:	5 years, extends to 10 years once first \$2,500,000 is invested	Ordinance No./Date:	[ ], Month XX, 2022
Assessment Ratio:	6%	Term (years):	30 years
Millage:	332.07 and 328.07 mills, fixed	Net Present Value (if yes, discount rate):	n/a
Clawback information:	See Section 4.03. If the Contract Minimum Investment Requirement is not met during the Investment Period, the Fee Agreement will be retroactively terminated.		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville, December 1, 2010		
<b>3. SSRC</b>			
Total Amount:	n/a		
No. of Years	n/a		
Yearly Increments:	n/a		
Clawback information:	n/a		
<b>4. Other information</b>			



## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of [\_\_\_\_], 2022 (the “*Effective Date*”) 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 Volvo Car USA LLC (d/b/a Volvo Car US Operations), a Delaware limited liability company (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. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition, construction and installation of improvements, fixtures, machinery, equipment, furnishings, and other tangible personal property of the Project (as defined herein) to constitute a tooling facility in the County.

3. 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.

4. 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.

5. The County Council approved on July 19, 2022 an inducement resolution to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Fee Agreement;

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 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: (a) 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 (b) 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 Volvo Car USA LLC (d/b/a Volvo Car US Operations), a Delaware limited liability company, 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 \$2,500,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

**“Economic Development Property”** shall mean those items of 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 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.

**“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, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time.

**“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 all the Equipment 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 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 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 to the fullest extent that the FILOT Act permits.

**“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. If \$2,500,000 is invested in the Project before five (5) years after the Commencement Date, the Standard Investment Period shall end ten (10) 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 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 rates set forth in Step 3 of Section 4.01(a) hereof are 332.07 and 328.07 mills (as further described in Section 4.01 and in Exhibit A), which are the millage rates in effect with respect to the location of the components of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments 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 validly existing under the laws of the State of Delaware, 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 tooling 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 and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT Payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-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, each of the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of its 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 agrees 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 that 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 original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company 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 fixed 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 for the portion of the Project located on the land described in Exhibit under the caption “171 Alliance Parkway, Williamston,” and use a fixed millage rate of 328.07 mills for the portion of the Project located on the land described in Exhibit A under the caption “101 Clemson Research Blvd., Anderson.”

(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 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (such excess, a “**Deficiency Amount**”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the second (2<sup>nd</sup>) January 15 following the last day of the Investment Period.

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

#### Section 4.03 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 4.04    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 FILOT 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 that 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 4.05    Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

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

[End of Article IV]

## ARTICLE V

### PARTICULAR COVENANTS AND AGREEMENTS

#### Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project. 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; *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 of this Fee Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Fee Agreement 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 transact 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 incentive afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior

transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

#### Section 5.10 Administration Expenses

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

#### Section 5.11 Priority Lien Status

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

#### Section 5.12 Interest; Penalties

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

#### Section 5.13 Sponsor Affiliates

The County hereby authorizes the Company to designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the FILOT Act, and hereby preapproves, as Sponsors or Sponsor Affiliates, persons who join with the Company and other co-investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Fee Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, or other



persons described in Section 5.09 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Project Investment Period by all Sponsors and Sponsor Affiliates exceeds Five Million Dollars (\$5,000,000), to the extent permitted by Section 12-44-30(19) of the FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 4.01 of this Fee Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the FILOT Act Minimum Investment Requirement by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 5.13 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Fee Agreement, the Fee Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

[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:

Volvo Car USA LLC (d/b/a Volvo Car US Operations)  
Attn: Katya Gill  
1801 Volvo Car Dr.  
Ridgeville, SC 29472

With a copy to:

Stephanie Yarbrough  
Womble Bond Dickinson (US) LLP  
5 Exchange Street  
Charleston, South Carolina 29401

If to the County:

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

With a copy to:

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

Section 7.02    Binding Effect

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

### Section 7.03    Counterparts

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

### Section 7.04    Governing Law

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

### Section 7.05    Headings

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

### Section 7.06    Amendments

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

### Section 7.07    Further Assurance

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

### Section 7.08    Invalidity; Change in Laws

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

### Section 7.09    Termination by Company

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

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

Section 7.10    Entire Understanding

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

Section 7.11    Waiver

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

Section 7.12    Business Day

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

[End of Article VII]

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chair of County Council and to be attested by the County Administrator and 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 Effective Date.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Tommy Dunn  
Chair of County Council

**ATTEST:**

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

**ATTEST:**

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

*[Signature Page 1 to Fee in Lieu of Tax Agreement]*

Volvo Car USA LLC (d/b/a Volvo Car US Operations)

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

*[Signature Page 2 to Fee in Lieu of Tax Agreement]*



**EXHIBIT A**

**LEGAL DESCRIPTION**

**171 Alliance Parkway, Williamston**

TMS # 169-00-11-029

**101 Clemson Research Blvd., Anderson**

TMS # 025-00-02-036

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of \_\_\_\_\_, 20\_\_ between Anderson County, South Carolina and the Company (the "**Fee Agreement**"), as follows:

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

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

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

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

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

**ORDINANCE NO. 2022-037**

**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 LITTLE BROTHER 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 [TO COME], a [TO COME] (the “*Company*”) (which was known to the County at the time as “*Project Little Brother*”), 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 industrial (light manufacturing and/or distribution) facility in the County (collectively, the “*Project*”); and

**WHEREAS,** the Company has represented that the Project will involve an investment of approximately \$30,000,000 in the County within the Initial Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

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

**WHEREAS,** pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (the “*Multi-County 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 (“*Negotiated FILOT Payments*”) by the Company with respect to the Project, and (b) provide for certain special source credits to be claimed by the Company against its Negotiated FILOT Payments 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. Revenues generated for the Multi-County Park from the Project through Negotiated FILOT Payments to be retained by the County under the agreement governing the Multi-County Park (“Net Park Fees”) shall be distributed within the County as follows:

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

(b) 35% of such 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

(c) 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 areas comprising the County portion of the Multi-County Park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Section 4. 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 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

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

**ANDERSON COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman of County Council

Attest:

\_\_\_\_\_  
County Administrator

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

First Reading: August 16, 2022  
Second Reading: September 6, 2022  
Third Reading: \_\_\_\_\_, 20\_\_  
Public Hearing: \_\_\_\_\_, 20\_\_

Approved as to Form:

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

**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.

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Clerk to County Council,  
Anderson County, South Carolina

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

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

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT LITTLE BROTHER]**

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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>	[TO COME]	<b>Project Name:</b>	<b>Project Little Brother</b>
<b>Projected Investment:</b>	<b>\$30,000,000</b>	<b>Projected Jobs:</b>	<b>n/a</b>
<b>Location (street):</b>	[TO COME]	<b>Tax Map No.:</b>	[TO COME]
<b>1. FILOT</b>			
Required Investment:	\$30,000,000		
Investment Period:	5 years; possible 5 year extension*	Ordinance No./Date:	[TO COME]
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	332.07	Net Present Value (if yes, discount rate):	n/a
Clawback information:	Full prospective and retroactive clawback of the FILOT benefit if Company and all sponsor affiliates fail to invest at least \$30,000,000 in the Project during the initial five year investment period.		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville 2010 Park		
<b>3. SSRC</b>			
Total Amount:	85% for the first five FILOT payments, and 35% for the next 25 FILOT payments.		
No. of Years	30 years total		
Yearly Increments:	See above.		
Clawback information:	Full prospective and retroactive clawback of the SSRC benefit if Company and all sponsor affiliates fail to invest at least \$30,000,000 in the Project during the initial five year investment period.		
<b>4. Other information</b>	*If the Company and all sponsor affiliates invest at least \$30,000,000 in the Project during the initial five year investment period, the investment period will automatically be extended for an additional five years.		

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

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2022 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and [PROJECT LITTLE BROTHER, a [TO COME] organized and existing under the laws of the State of [TO COME] (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 new industrial (light manufacturing and/or distribution) facility in the County.

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

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

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

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

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

## ARTICLE I

### DEFINITIONS

#### Section 1.01    Definitions

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

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

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

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

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

***“Company”*** shall mean \_\_\_\_\_, 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 \$30,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

**“Economic Development Property”** shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act 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.

**“Extended Investment Period”** shall mean, if the Company and all Sponsor Affiliates satisfy the Contract Minimum Investment Requirement during the Initial Investment Period, the period beginning with the first following the expiration of the Initial Investment Period and ending five (5) years thereafter.

**“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.

***“Initial 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.

***“Investment Period”*** shall mean, and shall be equal to, the Initial Investment Period and, if applicable, the Extended Investment Period, collectively.

***“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 multi-county park agreement dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

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

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

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

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

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

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

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

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

#### Section 1.02    **Project-Related Investments**

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

[End of Article I]



## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

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

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

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

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

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 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 [TO COME], 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 lease the Project to an operating tenant for light manufacturing and/or distribution use, 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 and meet the Contract Minimum Investment Requirement within the Initial Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20[23].

(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 Initial 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 Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's first five (5) consecutive FILOT Payments in an amount equal to eighty-five percent (85%), and the Company's next twenty-five (25) consecutive FILOT Payments thereafter in an amount equal to thirty-five percent (35%), of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Initial Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Initial Investment Period.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property),

the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

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

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

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

#### Section 4.04 Removal of Equipment

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

#### Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment 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, following the initial occupancy and commencement of use of the facility by an end user or tenant in the operation of its business, the closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The County acknowledges that it is the Company's intent to lease the facility to be constructed in connection with the Project to a tenant that has not been identified as of the date of this Fee Agreement, and agrees that the lack of operations at the facility while it is initially being marketed for lease, even if such initial marketing period shall exceed twenty-four (24) months, shall not be deemed a "cessation of operations" hereunder. 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 Initial Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

#### Section 5.02 Rights to Inspect

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

#### Section 5.03 Confidentiality

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



any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

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

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

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

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

#### Section 5.06    Indemnification Covenants

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

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of

this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

#### Section 5.07 Qualification in State

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

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

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

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any

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

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

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

#### Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. Notwithstanding the foregoing, the Company shall not be required to pay Administration Expenses (including attorneys' fees of the County) in excess of \$5,000 for the initial negotiation, review and approval of this Fee Agreement and related documents.

#### 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:

Burr & Forman LLP  
Attn: Brandon T. Norris, Esq.  
104 South Main Street, Suite 700  
Greenville, SC 29601

If to the County:

Anderson County  
Attn: County Administrator  
101 South Main Street  
Anderson, SC 29622

With a copy to:

Anderson County Attorney  
Mr. Leon Harmon, Esq.  
101 South Main Street  
Anderson, SC 29622

Section 7.02    Binding Effect

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

entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

#### Section 7.03    Counterparts

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

#### Section 7.04    Governing Law

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

#### Section 7.05    Headings

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

#### Section 7.06    Amendments

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

#### Section 7.07    Further Assurance

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

#### Section 7.08    Invalidity; Change in Laws

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

#### Section 7.09    Termination by Company



The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10    Entire Understanding

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

Section 7.11    Waiver

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

Section 7.12    Business Day

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

[End of Article VII]

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

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Chairman of County Council

**ATTEST:**

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Clerk to County Council of  
Anderson County, South Carolina

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

[PROJECT LITTLE BROTHER]

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[Insert legal description here]**

[TO COME]

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 20\_\_ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

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

[PROJECT LITTLE BROTHER]

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

Personal Property Description

Investment Amount

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

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

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

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

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ORDINANCE AUTHORIZING INSTALLMENT  
PURCHASE TRANSACTION

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Ordinance No. 2022-038

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AN ORDINANCE AUTHORIZING ANDERSON COUNTY, SOUTH CAROLINA TO ENTER INTO AN INSTALLMENT PURCHASE TRANSACTION TO PROVIDE FOR THE CONSTRUCTION, RECONSTRUCTION, ACQUISITION, INSTALLATION, RENOVATION, AND EQUIPPING OF A DETENTION FACILITY AND RELATED IMPROVEMENTS AND INFRASTRUCTURE; AUTHORIZING THE EXECUTION AND DELIVERY OF VARIOUS DOCUMENTS RELATING TO SUCH TRANSACTION, INCLUDING THE BASE LEASE AGREEMENT AND THE INSTALLMENT PURCHASE AND USE AGREEMENT; APPROVING THE ISSUANCE OF NOT EXCEEDING \$55,000,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS BY THE ANDERSON COUNTY DETENTION FACILITIES CORPORATION; DELEGATING AUTHORITY TO THE CHAIRMAN OF COUNTY COUNCIL AND COUNTY ADMINISTRATOR TO EFFECT SUCH TRANSACTION AND DETERMINE CERTAIN MATTERS; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

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BE IT ORDAINED, BY THE COUNTY COUNCIL OF ANDERSON COUNTY, SOUTH CAROLINA, AS FOLLOWS:

## ARTICLE I

### FINDINGS OF FACT

**Section 1.1 Findings.** The County Council ("*County Council*") of Anderson County, South Carolina (the "*County*"), hereby finds and determines:

(a) The County is a political subdivision and county of the State of South Carolina (the "*State*"), and as such possesses all powers granted to counties by the Constitution of the State of South Carolina 1895, as amended, and laws of the State.

(b) Section 4-9-25 of the Code of Laws of South Carolina 1976, as amended (the "*South Carolina Code*"), provides, in part, that counties "have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them." Section 4-9-30 of the South Carolina Code empowers all counties to acquire and possess real and personal property and, upon such terms as a county council may determine, to lease, sell, or otherwise dispose of such property.

(c) At present, the County jail facilities are inadequate for their intended purpose due to capacity, design, and age issues. In light of these conditions and in order to provide for sufficient capacity, adequate officer and inmate safety, and programs consistent with modern jail facilities, the County finds that it is necessary for the health, safety, welfare, and morals of the citizens of the County to cause and authorize the construction, reconstruction, acquisition, installation, renovation, and equipping of jail facilities and related improvements and infrastructure (the "*2022 Project*"). The total cost of the 2022 Project is expected not to exceed \$55,000,000, inclusive of transaction costs.

(d) The County Council has determined to defray the costs of the 2022 Project through an installment purchase transaction, or transactions, pursuant to which the County will enter into a Base Lease (as defined herein and the form of which is attached hereto as Exhibit A) and an Purchase and Use Agreement (as defined herein and the form of which is attached hereto as Exhibit B) (the consummation of such agreements and the 2022 Project are collectively referred to herein as the "*Transaction*"). Such Base Lease and Purchase and Use Agreement may be amended from time to time to allow for multiple transactions.

(e) Pursuant to the provisions of the Base Lease, the County will (i) lease certain real property (as more specifically defined herein, the "*2022 Real Property*") underlying the Facilities (as defined in the Purchase and Use Agreement) to the Corporation (as defined herein) in consideration of the issuance by the Corporation of one or more series of installment purchase revenue bonds which will be issued pursuant to the provisions of the Trust Agreement (as defined herein), and (ii) convey the improvements situated on the 2022 Real Property to the



Corporation so that they may be incorporated into the 2022 Project. The Bonds (as defined herein) will be paid by the Corporation from the receipts of certain payments (the “***Installment Payments***”) made by the County to the Corporation under the provisions of the Purchase and Use Agreement. Pursuant to the provisions of the Purchase and Use Agreement, the County will agree to purchase the Facilities from the Corporation by making the Installment Payments.

(f) Installment purchase revenue bonds will be issued by the Corporation in one or more series in an amount determined by the Corporation in an aggregate principal amount not exceeding \$55,000,000, and shall be captioned as “Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2022 (the “***Bonds***”). The Corporation shall change the bond caption or series designation as appropriate to reflect transaction timing and structure, upon advice received and as appropriate. The proceeds of the Bonds may be used (i) to defray the cost of the 2022 Project, and (ii) to pay costs related to the issuance of the Bonds, including any premium due on any municipal bond insurance policy, if any.

(g) The rights to receive Installment Payments are being assigned by the Corporation to the Trustee under the Trust Agreement as security and the source of payment for the Bonds.

(h) The County Council has determined that the Transaction will serve a proper public and corporate purpose of the County.

(i) As previously discussed, in order to provide for the 2022 Project, the County Council has determined that it is necessary and in the best interest of the County to enter into the Transaction authorized by this Ordinance with the Corporation.

\* \* \*

## ARTICLE II

### DEFINITIONS

**Section 2.1 Definitions.** The terms defined in this Section for all purposes of this Ordinance shall have the respective meanings as set forth in this Section. The term:

**“2022 Project”** has the meaning given such term in the recitals of this Ordinance.

**“2022 Real Property”** means all those certain pieces, parcels or tracts of land as described in the Base Lease and at Exhibit C attached hereto.

**“Authorized Officer”** means the Chairman and the County Administrator, each of whom is authorized to act individually as the Authorized Officer.

**“Base Lease”** means the Base Lease Agreement by and between the County and the Corporation to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time, the form of which is attached hereto as Exhibit A.

**“Bond Counsel”** shall mean with respect to the Bonds, Pope Flynn, LLC, and in any other context shall include an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state, and public agency financing.

**“Bonds”** has the meaning given such term in Section 1.1(f) hereof.

**“Chairman”** means the Chairman of County Council of Anderson County, South Carolina.

**“Clerk”** means the Clerk to County Council of Anderson County, South Carolina.

**“Code”** means the Internal Revenue Code of 1986, as amended, from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

**“Corporation”** means the Anderson County Detention Facilities Corporation, a South Carolina nonprofit public benefit corporation.

**“County”** means Anderson County, South Carolina.

**“County Administrator”** means the County Administrator of Anderson County, South Carolina.

**“County Council”** means the County Council of Anderson County, South Carolina.

**“Facilities”** has the meaning given such term in the Purchase and Use Agreement.

**“Financing Documents”** means, collectively, the Base Lease, the Purchase and Use Agreement, and the Trust Agreement, as each may be amended or supplemented from time to time.

**“Official Statement”** means the official statement prepared in connection with the sale of the Bonds.

**“Ordinance”** means this Ordinance of the County.

**“Preliminary Official Statement”** means the preliminary official statement prepared in connection with the sale of the Bonds.

**“Purchase and Use Agreement”** means the one or more Installment Purchase and Use Agreements by and between the Corporation and the County to be dated as of the date of its delivery to provide for the County’s acquisition of the Facilities, as may be amended from time to time, the form of which is attached hereto as Exhibit B.

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

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

**“Trust Agreement”** means the Trust Agreement by and between the Corporation and Regions Bank, as Trustee, to be dated as of the date of its delivery, as the same may be amended or supplemented from time to time by the parties thereto.

**“Trustee”** means Regions Bank, in the capacity as Trustee.

\* \* \*

## ARTICLE III

### AUTHORIZATION OF INSTALLMENT PURCHASE TRANSACTION

**Section 3.1 Authorization for the Transaction.** The Transaction is hereby approved. The Authorized Officer and other appropriate officers and agents of the County are empowered and directed to negotiate, execute, and deliver contracts, agreements, certificates, and conveyances necessary or convenient to accomplish the Transaction, including the Financing Documents.

**Section 3.2 Approval of Corporation and Issuance of the Bonds.** (a) The County hereby approves the formation, purposes, and activities of the Corporation as the same are set forth in the bylaws of the Corporation.

(b) The County hereby approves the issuance by the Corporation of the Bonds as a single series, or from time to time as several series of Bonds. In the event multiple series of bonds are issued, or in the event there is only issued a single series, the first series or single series, as appropriate, shall be issued within one year of the date hereof. No Bonds shall mature later than December 31, 2052. The foregoing authorization related to the issuance of the Bonds is explicitly conditioned on the prior or simultaneous execution by the Authorized Officer of the Purchase and Use Agreement and the Base Lease. The County also acknowledges that, in accordance with the provisions of the Purchase and Use Agreement, the County will acquire absolute title to the Facilities upon payment of all amounts due under the Purchase and Use Agreement; *provided, however*, that the County does not hereby waive its right to terminate the Purchase and Use Agreement prior to such payment in accordance with the provisions of the Purchase and Use Agreement.

(c) An Authorized Officer is hereby authorized to execute and deliver, on behalf of the County an agreement, or to make covenants, to provide continuing disclosure regarding County financial and operating information.

**Section 3.3 Approval of Base Lease, Purchase and Use Agreement, and Trust Agreement.** (a) The County Council has reviewed the Base Lease, the form of which is attached to this Ordinance as Exhibit A. The Base Lease is approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Base Lease were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered, and directed to execute, acknowledge, and deliver, and the Clerk is hereby authorized, empowered, and directed to attest, the Base Lease in the name and on behalf of the County, and thereupon to cause the Base Lease to be delivered to the Corporation and to cause the Base Lease (or memoranda thereof) to be recorded in the office of the Register of Deeds for Anderson County. The Base Lease is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by an Authorized Officer and the Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of Base Lease now before this meeting.

Any amendment to the Base Lease shall be executed in the same manner. The Base Lease may be effected through one or more Base Leases.

(b) The County Council has reviewed the Purchase and Use Agreement, the form of which is attached to this Ordinance as Exhibit B. The Purchase and Use Agreement is approved and all of the terms, provisions, and conditions thereof are hereby incorporated herein by reference as if the Purchase and Use Agreement were set out in this Ordinance in its entirety. The Authorized Officer is hereby authorized, empowered, and directed to execute, acknowledge, and deliver, and the Clerk is hereby authorized, empowered, and directed to attest, the Purchase and Use Agreement in the name and on behalf of the County, and thereupon to cause the Purchase and Use Agreement to be delivered to the Corporation and to cause the Purchase and Use Agreement (or memoranda thereof) to be recorded in the office of the Register of Deeds for Anderson County. The Purchase and Use Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Authorized Officer. Such changes shall be made only after receipt of the advice of legal counsel and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The execution thereof by the Authorized Officer and the Clerk constitutes conclusive evidence of approval of any and all changes or revisions therein from the form of the Purchase and Use Agreement now before this meeting. Any amendment to the Purchase and Use Agreement shall be executed in the same manner. The Purchase and Use Agreement may be effected through one or more Purchase and Use Agreements.

(c) The County is not a party to the Trust Agreement, but the County acknowledges that the Trust Agreement is an integral part of the documents related to the Transaction. The form of the Trust Agreement previously presented to the County Administrator and made available for review by the County Council is hereby approved by the County Council with such additions, deletions, amendments and changes as may be deemed necessary by the parties thereto and approved by the County Administrator prior to the consummation of the Transaction. Such changes shall be made only after receipt of the advice of legal counsel to the County and may include such terms and conditions as are useful or necessary to carry out the purposes of this Ordinance. The Trust Agreement may be effected through one or more Trust Agreements, as any of such agreements may be supplemented or amended to carry out the Transaction.

**Section 3.4 Selection of Trustee.** The County and the Corporation have selected Regions Bank as the Trustee in connection with the Transaction. The Authorized Officer is hereby authorized, with advice from Bond Counsel and the consent of the Corporation, to transact with the Trustee to effect the Transaction.

**Section 3.5 Execution of Documents.** (a) The Authorized Officer is fully empowered and authorized to take such further actions and to execute and deliver such additional documents as may be deemed necessary or desirable in order to effectuate the execution and delivery of the Base Lease and the Purchase and Use Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officer in executing and delivering any of such documents is hereby fully authorized. The Authorized Officer is authorized to negotiate and execute any bond purchase agreement, term

sheet, or other purchase document related to the Bonds, and actions previously taken to such effect are fully ratified.

(b) The County Administrator is hereby authorized on behalf of the County to “deem final” within the meaning of Rule 15c2-12 adopted by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended any Preliminary Official Statement, and the Chairman is authorized to execute and deliver the final Official Statement, insofar as the same includes any County information necessary or convenient for the sale of the Bonds.

### **Section 3.6 Coordination with County Procurement Policies.**

(a) The Corporation has resolved to abide by County procurement policies and the development of the 2022 Project shall be completed in accordance with such procurement policies.

(b) The County procurement policy does not address the sale of municipal bonds or the coordination of activities with a special purpose nonprofit corporation to finance County-used facilities by such entity, acting on behalf of the County within the meaning of Revenue Ruling 63-20, 1963-1 C.B. 24 and Treasury Regulation Section 1.103-1(b). The County explicitly approves the Transaction and the Financing Documents hereinabove, and approves the sale of the Bonds in a manner consistent with sound principles of appropriately competitive procurement, which the County finds shall be satisfied if (i) in the case of a bank direct purchase, a request for proposals is requested from not less than 15 financial institutions and the Bonds are awarded based on the bid offering lowest interest cost that contains acceptable redemption and other terms, or (ii) in the case of a public markets sale, the Bonds are sold (a) competitively after not less than seven days public notice using an electronic bidding platform, such as the BiDCOMP/Parity Electronic Bid Submission System and awarded based on lowest interest cost, or (b) pursuant to negotiation, provided that a request for proposals is requested from not less than three underwriting firms with experience with installment purchase revenue bond transactions in the State and the underwriter is selected based on qualifications. In connection with any bond sale, all requests for proposals and bids may be communicated electronically, including by email by the County’s financial advisor, First Tryon Advisors, as its agent. To the extent of any conflict between the Transaction, the Financing Documents, and the manner of sale of the Bonds on the one hand, and the County procurement policies on the other, this Ordinance shall control and constitute the County procurement policies for all purposes hereunder.<sup>1</sup> The authorizations provided herein are explicitly found to embody sound principles of appropriately competitive procurement.

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<sup>1</sup> See *Glasscock Co., Inc. v. Sumter Cnty.*, 361 S.C. 483, 491, 604 S.E.2d 718, 722 (Ct. App. 2004) (allowing “local governments needed flexibility to determine what is ‘appropriately competitive’ in light of the public business they must transact”).

## ARTICLE IV

### TAX COVENANTS

**Section 4.1 Tax Covenants.** The Corporation is issuing the Bonds on behalf of the County. Without limiting the generality of the foregoing, the County represents and covenants, except as to any portion of the Bonds that may be issued on a federally taxable basis, that:

(i) The County will not permit the proceeds of the Bonds or any facility financed or refinanced with the proceeds thereof to be used in any manner that would cause the Bonds to meet the private business tests of Section 141(b)(1) and (2) of the Code or the private loan financing test of Section 141(c) of the Code.

(ii) The County is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 2017-13.

(iii) The County will not sell or lease the Facilities obtained with proceeds of the Bonds or the 2022 Real Property to any person unless it obtains an opinion of Bond Counsel that such lease or sale will not adversely affect the designation of the Bonds as tax-exempt bonds.

(iv) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code.

(v) The County, pursuant to Purchase and Use Agreement, will have exclusive beneficial use of the 2022 Project for the life of the Bonds for the purposes of Sec. 3.041(a) of Rev. Proc. 82-26, 1982-1 CB 476.

\* \* \*

## ARTICLE V

### MISCELLANEOUS

**Section 5.1 Severability.** If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 5.2 Repeal of Inconsistent Ordinances and Resolutions.** All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**Section 5.3 Effective Date.** This Ordinance shall be effective upon its enactment by the County Council.

\* \* \*

*[Remainder of Page Left Blank]*



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

ATTEST:

ANDERSON COUNTY COUNCIL

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

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

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

Approved as to form:

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

First Reading:       August 30, 2022  
Second Reading:     September 6, 2022  
Public Hearing:       September 6, 2022  
Third Reading:

**EXHIBIT A**  
**FORM OF BASE LEASE**

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BASE LEASE AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA  
as lessor

and

ANDERSON COUNTY DETENTION FACILITIES CORPORATION  
as lessee

Dated as of [Closing Date]

All rights, title and interest of the Anderson County Detention Facilities Corporation in this Base Lease Agreement have been assigned to Regions Bank as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

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## BASE LEASE AGREEMENT

This BASE LEASE AGREEMENT dated as of [Closing Date] (this “**Base Lease**”) is made and entered into by and between the ANDERSON COUNTY DETENTION FACILITIES CORPORATION (together with its successors and assigns, the “**Corporation**”), a South Carolina nonprofit corporation, as lessee, and ANDERSON COUNTY, SOUTH CAROLINA (the “**County**”), a political subdivision of the State of South Carolina (the “**State**”), as lessor.

### WITNESSETH:

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31 of the Code of Laws of South Carolina 1976, as amended (the “**South Carolina Code**”);

WHEREAS, the County is a political subdivision of the State and is authorized under the provisions of Title 4, Chapter 9, Article 1 of the South Carolina Code, to enter into this Base Lease;

WHEREAS, the County is the owner of the 2022 Real Property (as defined herein);

WHEREAS, the County desires to lease the 2022 Real Property to the Corporation so that the Corporation may provide for the 2022 Project (as defined in the hereinafter defined Purchase and Use Agreement) with the proceeds of the Series 2022 Bonds (as defined in the hereinafter defined Trust Agreement);

WHEREAS, the Facilities (as defined in the hereinafter defined Purchase and Use Agreement) will be sold by the Corporation to the County under the terms of an Installment Purchase and Use Agreement dated of even date herewith (the “**Purchase and Use Agreement**”) between the Corporation and the County;

WHEREAS, the payments to be made under the Purchase and Use Agreement and the rights of the Corporation thereto (except for certain reserved rights as provided therein) are to be assigned to Regions Bank, as trustee (the “**Trustee**”), pursuant to the terms of a Trust Agreement dated of even date herewith (the “**Trust Agreement**”), between the Corporation and the Trustee, in order to secure and provide a source of payment for certain bonds, the proceeds of which are to be used for the purposes described above and in the Trust Agreement; and

WHEREAS, the County desires to enter into this Base Lease in order to achieve the foregoing purposes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements, the County and the Corporation do hereby covenant and agree as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.1 Definitions of Words and Terms.** Capitalized terms not otherwise defined herein are used with the meanings provided therefor in the Trust Agreement or the Purchase and Use Agreement, unless some other meaning is plainly intended. In addition, the following terms shall have the meanings set forth below, unless some other meaning is plainly intended:

**“2022 Project”** has the meaning set forth in the Purchase and Use Agreement.

**“2022 Real Property”** means the real property, absent any improvements thereon, on which the 2022 Project is or will be located, as described in Exhibit A hereto.

**“Act”** means Title 4, Chapter 9, Article 1 of the Code of Laws of South Carolina, 1976, as amended.

**“Additional Real Property”** means any real property made subject to this Base Lease pursuant to any supplement hereto.

**“Base Lease Rent”** means the amount set forth in Section 3.4 of this Base Lease.

**“Base Lease Term”** means the term of this Base Lease which begins on [Closing Date], and ends on the earlier of (i) [December 31, 2047][December 31, 2057], or (ii) the date on which the Series 2022 Bonds are discharged within the meaning of Section 3.19(d) of the Trust Agreement.

**“Corporation”** means the Anderson County Detention Facilities Corporation, a South Carolina nonprofit corporation, and its successors and assigns.

**“County”** means Anderson County, South Carolina.

**“County Council”** means the County Council of Anderson County, as the governing body of the County, and any successor body.

**“Event of Default”** means (a) with respect to the Purchase and Use Agreement, any Event of Default as defined in Section 8.1 of the Purchase and Use Agreement, and (b) with respect to the Trust Agreement, any Event of Default as defined in Section 7.1 of the Trust Agreement.

**“Facilities”** has the meaning given such term in the Purchase and Use Agreement.

**“Installment Payments”** means those payments required to be made by the County by Sections 4.1, 4.2, and 4.4 of the Purchase and Use Agreement.

**“Ordinance”** means the Ordinance enacted by the Council on [September 14, 2022], authorizing the County’s execution and delivery of this Base Lease and the Purchase and Use Agreement and consenting to the Trust Agreement.

***“Purchase and Use Agreement”*** means the Installment Purchase and Use Agreement dated of even date herewith between the Corporation and the County.

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

***“Trust Agreement”*** means the Trust Agreement dated of even date herewith between the Corporation and the Trustee.

***“Trustee”*** means Regions Bank, a corporation organized and existing under the laws of the State of Alabama, and its successor or successors and any other trustee which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Trust Agreement.

**Section 1.2 Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document. Three asterisks mark the end of each Article.

**Section 1.3 Accounting Terms.** Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States as from time to time in effect.

\* \* \*



## ARTICLE II

### REPRESENTATIONS

**Section 2.1 Representations by the County.** The County represents, warrants and covenants as follows:

- (a) The County is a political subdivision of the State.
- (b) The demise and lease of the 2022 Real Property by the County to the Corporation, as provided in this Base Lease, in order to allow the Corporation (i) to construct, reconstruct, acquire, install, renovate, and equip the 2022 Project, (ii) to provide for the issuance of the Series 2022 Bonds, and (iii) to provide for the sale of the Facilities to the County pursuant to the Purchase and Use Agreement, have been undertaken in order to enable the County to continue to provide suitable public facilities in the County.
- (c) The County Council has full power and authority to enact the Ordinance and the County has full power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.
- (d) Neither the execution and delivery of this Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound.
- (e) The County has not made, done, executed, or suffered, and warrants that it will not make, do, execute, or suffer, any act or thing whereby the County's interests in the 2022 Real Property and the Facilities shall be or may be impaired, changed, or encumbered in any manner whatsoever except as permitted by this Base Lease or the Purchase and Use Agreement.
- (f) The County has good, valid, and marketable title to and is the fee owner of the 2022 Real Property existing on the date hereof. Any improvements on the 2022 Real Property existing on the date hereof are free and clear of all liens, encumbrances, and restrictions (including, without limitation, leases) other than Permitted Encumbrances (as defined in the Purchase and Use Agreement). To the extent permitted by law, the County further binds itself to warrant and forever defend the 2022 Real Property, and the Facilities and improvements thereon, unto the Corporation, its successors and assigns, against the County and its assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

**Section 2.2 Representations by the Corporation.** The Corporation represents, warrants and covenants as follows:

- (a) The Corporation is a nonprofit corporation duly incorporated under the laws of the State and has corporate power to enter into this Base Lease, the Purchase and Use Agreement, and the Trust Agreement. By proper corporate action, the officers of the Corporation have been duly authorized to execute and deliver this Base Lease, the Purchase and Use Agreement and the Trust Agreement.

(b) The execution and delivery of this Base Lease, the Purchase and Use Agreement, and the Trust Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note, or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(c) To provide funds to defray the costs of the 2022 Project, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2022 Bonds payable from and secured by the Installment Payments under the Purchase and Use Agreement.

\* \* \*

## ARTICLE III

### CONVEYANCE AND LEASE OF THE 2022 REAL PROPERTY AND CONVEYANCE OF IMPROVEMENTS

**Section 3.1 Lease of the 2022 Real Property; Conveyance of Facilities.** The County hereby demises and leases to the Corporation and the Corporation hereby leases from the County the 2022 Real Property for a term which ends on the expiration of the Base Lease Term for the rentals and other consideration set forth in Section 3.4 hereof and in accordance with the provisions of this Base Lease. The parties hereto agree to amend Exhibit A to this Base Lease by the execution of a Supplement to Base Lease Agreement, in substantially the form of Exhibit B attached hereto, from time to time, if the County acquires Additional Real Property which should become subject to this Base Lease.

**Section 3.2 Purchase of the Facilities.** Pursuant to the terms of the Purchase and Use Agreement, the Corporation will provide for the 2022 Project and will convey title to the Facilities to the County, but subject to the terms of the Trust Agreement and the reservation of certain rights under this Base Lease.

**Section 3.3 Assignments, Subleases and Mortgages.** Except as contemplated by the Trust Agreement or permitted by the Purchase and Use Agreement, the Corporation may not (1) mortgage or otherwise encumber or assign its rights under this Base Lease, (2) lease, assign, transfer, or otherwise dispose of its interest in the 2022 Real Property or the Facilities or any portion thereof, or (3) remove, modify, or alter the 2022 Real Property or the Facilities, without the consent of the County.

**Section 3.4 Rent and Other Consideration.** As and for rental hereunder and in consideration for the leasing of the 2022 Real Property to the Corporation hereunder, the Corporation agrees (i) to pay to the County an annual amount of Base Lease Rent of One Dollar (\$1.00) per year, and (ii) to fulfill its obligations with respect to the Facilities as provided in the Purchase and Use Agreement.

**Section 3.5 Taxes and Insurance.** The County shall pay and have responsibility for all taxes on and insurance of the 2022 Real Property and the Facilities. All insurance shall provide that the proceeds shall be payable to the County, the Corporation, or the Trustee as their interests may appear.

**Section 3.6 Granting of Easements, Rights of Way, Releases and Substitutions of Property.** (a) From time to time during the term hereof and so long as there is not an existing Event of Default under the Purchase and Use Agreement and there has not occurred an Event of Nonappropriation (as defined in the Purchase and Use Agreement) that has not been waived by the Corporation or the Trustee (if applicable), in each case with the prior written consent of the Bond Insurer (so long as the Bond Insurer is not then in default under the Insurance Policy), the Corporation, at the request of the County, may execute such instruments as are necessary to provide for the granting of easements or rights of way for road construction, utilities, or in such other instances as the County certifies are not inconsistent with or incompatible with the continued use of the balance of the 2022 Real Property for its intended purposes. Such instruments may include a termination of this Base Lease with respect to such portion of the

2022 Real Property as is affected thereby or an acceptance or acknowledgment of the right of the grantee of any such easement or right-of-way to continue to use such property notwithstanding the exercise of any rights or remedies afforded to the Corporation hereunder or under the Purchase and Use Agreement. Any request from the County hereunder shall be accompanied by copies of any instruments proposed to be executed together with a certificate from the County to the effect that: (1) the continued use of the 2022 Real Property affected thereby will not be impaired or hampered thereby; (2) access to the 2022 Real Property for ingress and egress will be adequate for the purposes for which the 2022 Real Property is intended to be used; and (3) the value of the 2022 Real Property to the County will not be significantly diminished thereby.

(b) The Corporation may also terminate this Base Lease with respect to any portion of the 2022 Real Property deemed excess or unneeded for the continued operation of the Facilities and the related facilities for the purposes for which they were designed or are then being used, and release its interest in such portion to the County, upon receipt by the Corporation of the following: (1) a plat showing the location of the Facilities and related facilities and the portion of the 2022 Real Property deemed excess or unneeded; (2) an amendment to Exhibit A hereto revising the description of the affected parcel of the 2022 Real Property; (3) a certificate from an engineer or architect stating that the remaining 2022 Real Property will be adequate for the continued operation of the Facilities and related facilities for the purpose for which they were designed or are then being used including a certification that there will be adequate access to the remaining 2022 Real Property for ingress and egress; and (4) a certification from the County that the portion of the 2022 Real Property being released from the provisions hereof is excess to or unneeded for the continued operation of the Facilities and related facilities for the purposes for which they were designed or are then being used.

\* \* \*

## ARTICLE IV

### TERMINATION

**Section 4.1 Termination.** (a) This Base Lease shall terminate upon the completion of the Base Lease Term; provided, however, in the event the County exercises the option to purchase the Facilities as provided in Section 9.1 of the Purchase and Use Agreement and satisfies the conditions thereof, then this Base Lease shall be considered terminated through merger of the leasehold interest with the interest of the County and, provided further, that upon any partition of the Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, this Base Lease shall be terminated with respect to that portion of the 2022 Real Property (the “**County Real Property**”) relating to any County Facilities (as defined in the Purchase and Use Agreement) and the County Real Property shall no longer be subject to this Base Lease and the Corporation shall have no interest therein.

(b) The Corporation agrees, upon any termination or completion of the Base Lease Term or the exercise by the County of its option to purchase as provided in Section 9.1 of the Purchase and Use Agreement, to quit and surrender the 2022 Real Property and that all title and interest in the Facilities and the 2022 Real Property shall vest in the County free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances (as defined in the Purchase and Use Agreement). The Corporation agrees, upon any partition of the Facilities provided for in Section 2.4 of the Purchase and Use Agreement, to quit and surrender the County Real Property and that all title and interest in the County Facilities and the County Real Property shall vest in the County free and clear of the encumbrance of this Base Lease and any other encumbrances except Permitted Encumbrances.

If an Event of Default under the Purchase and Use Agreement occurs or if the County fails to continue the Purchase and Use Agreement for the entire term thereof for any reason, the Corporation shall have the right of possession of the portion of the 2022 Real Property (the “**Corporation Real Property**”) relating to the Corporation Facilities (as defined in the Purchase and Use Agreement) as the result of a partition as provided for in Section 2.4 of the Purchase and Use Agreement for the remainder of the Base Lease Term and shall have the right to sublease the Corporation Facilities or transfer its leasehold interest in the Corporation Real Property and in this Base Lease upon whatever terms and conditions it deems prudent; provided that the Corporation Facilities shall always be operated in compliance with all applicable governmental rules, regulations and orders. Both parties acknowledge that the County has an insurable interest in the Corporation Facilities but not in any additions, alterations, furnishings, and fixtures provided in connection with the use of the Corporation Facilities by the Corporation or any person to whom the Corporation enters into a lease, license or other such agreement providing for occupancy temporary or long-term. Therefore, the County’s obligation to provide insurance and pay taxes under the provisions of Section 3.5 hereof shall be limited to the 2022 Real Property and the Facilities as they existed as of the Partition Date (as defined in the Purchase and Use Agreement) and the Corporation shall provide the County with adequate public liability and comprehensive risk insurance covering any additions, alterations, furnishings and fixtures to the Corporation Facilities acquired, constructed or installed after the Partition Date, and shall pay all taxes relating to any additions, alterations, furnishings and fixtures located therein for the remainder of the Base Lease Term and will furnish the County with evidence thereof. In the event that the Corporation shall receive a payment for the transfer of its leasehold interest or total

rental payments for subleasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Bonds then Outstanding (as defined in the Trust Agreement) at the time of termination or default and the interest and premium, if any, due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the County by the Corporation, its assigns or its lessee.

**Section 4.2 Default by the Corporation.** The County shall not have the right to exclude the Corporation from the 2022 Real Property or the Facilities or to take possession of the 2022 Real Property or the Facilities (except pursuant to the Purchase and Use Agreement) or to terminate this Base Lease prior to the termination of the Base Lease Term notwithstanding any default by the Corporation hereunder; except that if, upon exercise of the option to purchase the Corporation's entire interest in the Facilities granted to the County in Article IX of the Purchase and Use Agreement and after the payment of the purchase price specified therein and the other sums payable under the Purchase and Use Agreement, the Corporation fails to convey its interest in the Facilities to the County pursuant to said option, then the County shall have the right to terminate this Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Corporation. However, in the event of any default by the Corporation hereunder, the County may maintain an action, if permitted in equity, for specific performance.

**Section 4.3 Quiet Enjoyment.** Subject to the Purchase and Use Agreement, the Corporation at all times during the term of this Base Lease shall peaceably and quietly have and enjoy the 2022 Real Property and the Facilities.

**Section 4.4 No Merger.** Except as expressly provided herein, no union of the interests of the County and the Corporation herein or in the Purchase and Use Agreement shall result in a merger of this Base Lease and the title to the Facilities.

**Section 4.5 Waiver of Personal Liability.** All liabilities under this Base Lease on the part of the Corporation are fully corporate liabilities of the Corporation as a corporation, and, to the extent permitted by law, the County hereby releases each and every incorporator, member, director and officer of the Corporation of and from any personal or individual liability under this Base Lease, including without limitation the obligation to make payment of the Base Lease Rent. No incorporator, member, director, or officer of the Corporation shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Corporation hereunder.

**Section 4.6 Maintenance of Premises.** Subject to the provisions of the Purchase and Use Agreement, the Corporation covenants that it will maintain or cause to be maintained the 2022 Real Property, and will not cause, permit, or suffer to be caused or permitted waste thereto. At the conclusion of the term of this Base Lease, the 2022 Real Property shall be returned to the County, together with the Facilities and any other improvements thereto, in substantially the condition thereof as of the date hereof or the date the Additional Real Property is added hereto, subject to normal wear and tear. Except as contemplated under the Purchase and Use Agreement, the Corporation shall not make or consent to any other improvements, modifications or alterations to the 2022 Real Property or the Facilities or any portion thereof, or remove any part thereof without the prior written consent of the County. Prior to an Event of Nonappropriation

that has not been waived, in the event of any damage, destruction or condemnation of any of the 2022 Real Property, the provisions of Article VII of the Purchase and Use Agreement shall be deemed to apply with respect to the 2022 Real Property in like manner as provided therein with respect to Facilities, and the net proceeds from any insurance policies, performance bonds, or condemnation awards shall be applied in the same manner for the benefit of 2022 Real Property as are Net Proceeds under Section 7.2 of the Purchase and Use Agreement. After an Event of Nonappropriation that has not been waived, in the event of any damage, destruction or condemnation of any of the 2022 Real Property, the proceeds of any insurance or condemnation awards allocable to the Corporation's interest in the 2022 Real Property shall be applied as directed by the Trustee either in the manner provided in Section 7.2 of the Purchase and Use Agreement or to the retirement of all Bonds then Outstanding and the excess, if any, remaining thereafter to such use as the County may direct.

\* \* \*

## **ARTICLE V**

### **CONTROL OF 2022 REAL PROPERTY AND FACILITIES DURING BASE LEASE TERM**

**Section 5.1 Control of 2022 Real Property and Facilities During Base Lease Term.** Subject to the provisions of the Purchase and Use Agreement and Section 4.6 hereof, during the Base Lease Term, the Corporation shall have complete control over the 2022 Real Property and the Facilities and their operation.

\* \* \*



## ARTICLE VI

### MISCELLANEOUS

**Section 6.1 Covenants Running with the 2022 Real Property.** All covenants, promises, conditions, and obligations herein contained or implied by law are covenants running with the 2022 Real Property and shall attach and bind and inure to the benefit of the County and the Corporation and their respective heirs, legal representatives, successors, and assigns, except as otherwise provided herein.

**Section 6.2 Binding Effect.** This Base Lease shall inure to the benefit of and shall be binding upon the County, and the Corporation, and their respective successors and assigns. The Bond Insurer is a third-party beneficiary of this Base Lease.

**Section 6.3 Severability.** In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**Section 6.4 Amendment, Changes, and Modifications.** This Base Lease may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of the Trustee, if and to the extent required by the Trust Agreement, other than (1) to make any Additional Real Property subject to this Base Lease, or (2) as provided in Section 3.6 hereof in connection with the granting of easements, releases, and substitutions. This Base Lease may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of the Bond Insurer.

**Section 6.5 Execution in Counterparts.** This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

**Section 6.6 Applicable Law.** This Base Lease shall be governed by and construed in accordance with the laws of the State.

**Section 6.7 Captions.** The section and headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions hereof.

**Section 6.8 Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Base Lease to be given to or filed with the County, the Corporation, the Bond Insurer, or the Trustee if the same is given or filed in the manner and at the addresses specified in the Trust Agreement.

**Section 6.9 Successors and Assigns.** All covenants, promises and agreements contained in this Base Lease by or on behalf of or for the benefit of the County or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**Section 6.10 Compliance.** Notwithstanding anything in this Base Lease to the contrary, during the term of this Base Lease, neither the Corporation nor any assignee of the Corporation's interest hereunder nor any sublessee of the Corporation shall operate the Facilities for any purpose which is not in compliance with all applicable governmental rules, regulations, and orders.

\* \* \*

WITNESS the due execution of this Base Lease effective as of [Closing Date].

**ANDERSON COUNTY, SOUTH  
CAROLINA**

(SEAL)

Witnesses

By: \_\_\_\_\_  
[Name, Title]

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

Attest:

\_\_\_\_\_  
[Name, Title]

**ANDERSON COUNTY DETENTION  
FACILITIES CORPORATION**

(SEAL)

Witnesses

By: \_\_\_\_\_  
[Name, Title]

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

Attest:

\_\_\_\_\_  
[Name, Title]

# PROBATE

---

PROBATE

A-18

**EXHIBIT A**

**DESCRIPTION OF THE 2022 REAL PROPERTY**

[Insert Description Prior to Execution]

**EXHIBIT B**

**FORM OF SUPPLEMENT TO BASE LEASE AGREEMENT  
(ADDITIONAL REAL PROPERTY)**

THIS SUPPLEMENT TO BASE LEASE AGREEMENT (this “*Supplement*”) dated \_\_\_\_\_, 20\_\_, by and between ANDERSON COUNTY, SOUTH CAROLINA, a political subdivision duly existing under the laws of the State of South Carolina, as lessor (the “*County*”), and the ANDERSON COUNTY DETENTION FACILITIES CORPORATION, a South Carolina nonprofit corporation duly organized and existing under the laws of the State of South Carolina, as lessee (the “*Corporation*”).

WHEREAS, the County and the Corporation have entered into that certain Base Lease Agreement dated as of [Closing Date] (the “*Base Lease*”), and pursuant to Section 3.1(a) thereof, enter into this Supplement for the purposes set forth herein.

NOW, THEREFORE, for and inconsideration of the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

The Base Lease is hereby amended to delete Exhibit A attached thereto and replace it in its entirety with Exhibit A-1 attached hereto.

Except as amended herein, the Base Lease shall remain in full force and effect.

WITNESSES:

**CORPORATION:**

ANDERSON COUNTY DETENTION  
FACILITIES CORPORATION

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

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

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

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

**COUNTY:**

ANDERSON COUNTY, SOUTH CAROLINA

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

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

**EXHIBIT B**

**FORM OF PURCHASE AND USE AGREEMENT**

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INSTALLMENT PURCHASE AND USE AGREEMENT

between

ANDERSON COUNTY DETENTION FACILITIES CORPORATION  
as Seller

and

ANDERSON COUNTY, SOUTH CAROLINA  
as Buyer

---

\$(PAR A)

ANDERSON COUNTY DETENTION FACILITIES CORPORATION  
INSTALLMENT PURCHASE REVENUE BONDS  
(ANDERSON COUNTY JAIL PROJECT)  
SERIES 2022A

\$(PAR B)

ANDERSON COUNTY DETENTION FACILITIES CORPORATION  
INSTALLMENT PURCHASE REVENUE BONDS  
(ANDERSON COUNTY JAIL PROJECT)  
TAXABLE SERIES 2022B

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Dated as of [Closing Date]

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All right, title and interest of Anderson County Detention Facilities Corporation in this Installment Purchase and Use Agreement (with certain exceptions) have been assigned to Regions Bank, as Trustee under the Trust Agreement dated of even date herewith, and are subject to the security interest of the Trustee.

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## INSTALLMENT PURCHASE AND USE AGREEMENT

This INSTALLMENT PURCHASE AND USE AGREEMENT dated as of [October 26, 2022] (this “**Purchase and Use Agreement**”), is made and entered into by and between ANDERSON COUNTY DETENTION FACILITIES CORPORATION (together with its successors and assigns, the “**Corporation**”), a South Carolina nonprofit corporation, as seller, and ANDERSON COUNTY, SOUTH CAROLINA (the “**County**”), a political subdivision of the State of South Carolina (the “**State**”), as buyer.

### WITNESSETH

WHEREAS, the Corporation is a nonprofit corporation formed under the provisions of Title 33, Chapter 31, Code of Laws of South Carolina 1976, as amended;

WHEREAS, the County is a political subdivision of the State and is authorized under the provisions of Title 4, Chapter 9, Article 1 of the Code of Laws of South Carolina, 1976, as amended (the “**Act**”), to enter into this Purchase and Use Agreement;

WHEREAS, the Corporation and the County have entered into a Base Lease Agreement dated of even date herewith (the “**Base Lease**”) pursuant to which the County is leasing the 2022 Real Property (as such term is defined in the Base Lease) to the Corporation so that the Corporation, as consideration, may provide for the 2022 Project (as defined herein) from the proceeds of the Series 2022 Bonds (as defined herein);

WHEREAS, the cost of the 2022 Project is expected to be approximately \$55,000,000, inclusive of financing and transaction costs;

WHEREAS, the Corporation will sell the Facilities to the County pursuant to the terms of this Purchase and Use Agreement;

WHEREAS, in order to provide funds (i) to defray the cost of the 2022 Project, and (ii) to pay costs related to the issuance of the Series 2022 Bonds, the Corporation has entered into a Trust Agreement, dated of even date herewith (the “**Trust Agreement**”), by and between the Corporation and Regions Bank, as trustee (the “**Trustee**”), and authorized the issuance of its (i) \$[PAR A] Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2022A (the “**Series 2022A Bonds**”), and (ii) \$[PAR B] Installment Purchase Revenue Bonds (Anderson County Jail Project), Taxable Series 2022B (the “**Series 2022B Bonds**” and collectively with the Series 2022A Bonds, the “**Series 2022 Bonds**”);

WHEREAS, the County Council of Anderson County, the governing body of the County, has enacted an authorizing ordinance on [September 14, 2022] (the “**Authorizing Ordinance**”), the provisions of which authorize the County to enter into an installment purchase transaction for the purpose of effecting the financing of the 2022 Project and the County’s purchase of the Facilities, subject to the conditions set forth in the Authorizing Ordinance;

WHEREAS, the County has agreed to make certain payments (as defined herein, the “**Installment Payments**”) for the acquisition of the Facilities, and in return the Corporation has agreed to issue the Series 2022 Bonds for the purposes set forth herein, and, pending the

acquisition of the Facilities pursuant to this Purchase and Use Agreement, the County shall be entitled to the use and occupancy of the 2022 Real Property and the Facilities; and

WHEREAS, all right, title, and interest of the Corporation in this Purchase and Use Agreement (with certain exceptions) including the right to receive Installment Payments, are being assigned by the Corporation to the Trustee under the Trust Agreement as security and a source of payment for the Series 2022 Bonds.

NOW, THEREFORE, for and in consideration of the Corporation's undertaking of the 2022 Project, the undertaking of the County to pay the Installment Payments hereunder, the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Corporation and the County, intending to be legally bound, do hereby agree as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1 Definitions.** Capitalized terms not otherwise defined herein shall have the meanings provided therefor in the Trust Agreement or as set forth below.

**"2022 Project"** means the construction, reconstruction, acquisition, installation, renovation, and equipping of a detention facility and related improvements on the 2022 Real Property.

**"2022 Real Property"** has the meaning give such term in the Base Lease. As of the date of this Purchase and Use Agreement, the 2022 Real Property is as described on Exhibit A hereof.

**"Additional Bonds"** has the meaning given such term in the Trust Agreement.

**"Additional Facilities"** means any facilities of the County acquired, improved, renovated, or constructed by the Corporation with the proceeds of Additional Bonds and made subject to this Purchase and Use Agreement by an amendment to Exhibit C hereof.

**"Additional Payments"** means that portion of the Installment Payments specified in Sections 4.1, 4.2, and 4.4 hereof as Additional Payments.

**"Additional Real Property"** means any real property in addition to the 2022 Real Property that is or will become the site of Additional Facilities and as described in a supplement to the Base Lease.

**"Available Sources"** means any legally available funds lawfully appropriated by the County Council, and which may include proceeds of general obligation debt or Additional Bonds.

**"Base Payments"** means that portion of the Installment Payments specified in Section 4.1 hereof as Base Payments.

**“Base Lease”** means the Base Lease Agreement dated of even date herewith, between the County and the Corporation, as it may be amended or supplemented from time to time.

**“Bond Fund”** means the fund of such name established pursuant to Section 5.5 of the Trust Agreement.

**“Bond Proceeds”** means the gross proceeds received from the issuance and sale of the Series 2022 Bonds.

**“Completion Date”** means the date on which the Corporation and the County provide the final requisition to the Trustee pursuant to Section 3.3(b) hereof.

**“Corporation Facilities”** means that portion of the Facilities allocated to the Corporation as the result of a partition under the provisions of Section 2.4 hereof.

**“County Council”** means the County Council of the County, as the governing body of the County, and any successor body.

**“County Facilities”** means that portion of the Facilities allocated to the County as the result of a partition under the provisions of Section 2.4 hereof.

**“Disclosure Undertaking”** means an agreement to provide information in accordance with Rule 15c2-12.

**“Environmental Laws”** means all federal, State and local laws, rules, regulations, ordinances, programs, permits, guidance, orders and consent decrees relating to health, safety and environmental matters, including, but not limited to, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superfund and environmental cleanup programs and laws and U.S. Department of Transportation regulations.

**“Event of Default”** means the events set forth in Section 8.1 of this Purchase and Use Agreement.

**“Event of Nonappropriation”** means (i) the failure by the County, for any reason, to specifically budget and appropriate moneys for a Fiscal Year that may be lawfully used to pay amounts due hereunder for such Fiscal Year or (ii) the provision by a County Representative (as defined in the Trust Agreement) of written notice to the Corporation and the Trustee of the County’s intention to not appropriate funds that may be lawfully used to pay amounts due hereunder for a Fiscal Year. An Event of Nonappropriation will be deemed to occur on the earlier of the date on which the County gives notice to the Corporation and the Trustee under clause (ii) above or the July 15 following the commencement of a Fiscal Year in which a budget has been adopted which fails to appropriate amounts due hereunder for such Fiscal Year; provided, however, that an Event of Nonappropriation may be waived as provided for in Section 4.7 herein. Notwithstanding the foregoing, an Event of Nonappropriation shall be deemed not to have occurred if the County adopts an ordinance prior to June 1 of any Fiscal Year authorizing

the issuance of bonds, notes, or other obligations for the purpose of paying all Installment Payments due in the succeeding Fiscal Year, notice of which is delivered timely to the Trustee.

***“Facilities”*** means the improvements currently existing and to be constructed on the 2022 Real Property (including the 2022 Project and any other the improvements currently existing or to exist on the 2022 Real Property (subject to Section 3.1(c) hereof)), including fixtures and any future additions, modifications, and substitutions to any facilities on the 2022 Real Property and any personal property located on the 2022 Real Property financed with the Series 2022 Bonds, as described in Exhibit B hereto.

***“Fiscal Year”*** means the fiscal year of the County, currently beginning on each July 1 and ending on the succeeding June 30.

***“Force Majeure”*** means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or terrorism; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials of any civil or military authority; insurrection; riots; landslides; earthquakes; flood; fire; storms; droughts; explosion; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the control of the party seeking the benefit of force majeure and not due to its own negligence.

***“Hazardous Material”*** means and includes any pollutant, contaminant, or hazardous, toxic or dangerous waste, substance or material (including without limitation petroleum products, asbestos-containing materials and lead), the generation, handling, storage, transportation, disposal, treatment, release, discharge or emission of which is subject to any Environmental Law.

***“Holder”*** or ***“Bondholder”*** means the Person in whose name a Bond is registered on the Register.

***“Initial Installment Payment”*** has the meaning given such term in Section 4.1 hereof.

***“Installment Payments”*** means the payments to be paid by the County pursuant to Sections 4.1, 4.2, and 4.4 hereof, and shall include, without limitation, the Initial Installment Payment.

***“Net Proceeds”*** when used with respect to any proceeds from policies of insurance required hereby or any condemnation award, or proceeds from any liquidation of any part of the Facilities, means the amount remaining after deducting from the gross proceeds thereof all expenses, including, without limitation, reasonable attorney’s fees and costs, incurred in the collection of such proceeds or award.

***“Outstanding”*** has the meaning given such term in the Trust Agreement.

***“Partition Consultant”*** means a person, firm or corporation selected by the Trustee, who or which is experienced in public finance and in the valuation of public facilities and is not a full-time employee of the Trustee, the County or the Corporation.

***“Partition Date”*** has the meaning given such term in Section 2.4 hereof.

***“Permitted Encumbrances”*** means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to the provisions of Sections 4.1 and 4.2, respectively, of this Purchase and Use Agreement; (ii) the other Security Documents; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions which do not interfere with or impair the use of the 2022 Real Property or the Facilities, including rights or privileges in the nature of easements; (iv) any financing statements filed to provide notice of security interests pursuant to this Purchase and Use Agreement or the Trust Agreement; and (v) the matters described on Exhibit C hereto.

***“Project Funds”*** means the funds of such names established pursuant to Section 5.2 of the Trust Agreement.

***“Purchase Option Price”*** means an amount equal to the amount required to defease or otherwise discharge the Series 2022 Bonds Outstanding under the Trust Agreement plus the amount of any Additional Payments which are due or accrued hereunder at the time which any purchase option hereunder is exercised.

***“Purchase Price”*** means the sum of all Base Payments to be made hereunder which Purchase Price may be recalculated in the event of any prepayment of Base Payments provided for in Section 9.1 hereof.

***“Rule 15c2-12”*** means Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended.

***“Security Documents”*** means this Purchase and Use Agreement, the Base Lease, the Trust Agreement, financing statements, if any, and any other instruments or documents providing security for the Holders of the Series 2022 Bonds, provided all Security Documents, or copies thereof, must be filed with the Trustee.

***“Series 2022A Bonds”*** means the \$[PAR A] Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2022A, of the Corporation, dated the date of their delivery, and authorized by and secured under the Trust Agreement.

***“Series 2022B Bonds”*** means the \$[PAR B] Installment Purchase Revenue Bonds (Anderson County Jail Project), Taxable Series 2022B, of the Corporation, dated the date of their delivery, and authorized by and secured under the Trust Agreement.

***“Series 2022 Bonds”*** means any or all of the Series 2022A Bonds and the Series 2022B Bonds.

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

***“Waiver Period”*** means the period of time commencing on the date an Event of Nonappropriation is deemed to occur and ending and including the date that is the 15th day prior to the first Bond Payment Date occurring in the fiscal year in which such Event of Nonappropriation occurs.



**Section 1.2 Terms and Rules of Construction.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trust Agreement unless the context clearly indicates to the contrary. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations, and corporations, including public bodies, as well as natural persons.

The table of contents hereto and the headings and captions herein are not a part of this document. Three asterisks mark the end of each article.

**Section 1.3 County Representations, Warranties and Covenants.** The County makes the following representations, warranties, and covenants:

(a) The County is a political subdivision of the State and has full power and legal right to enter into this Purchase and Use Agreement and the Base Lease and to perform its obligations hereunder and thereunder. The County's actions in making and performing its obligations under this Purchase and Use Agreement and the Base Lease have been duly authorized by all necessary governmental action and will not violate or conflict with any law or governmental rule or regulation, or any mortgage, agreement, instrument, or other document by which the County or its properties are bound.

(b) The County is a political subdivision within the meaning of Section 103(c)(1) of the Code.

(c) The County will take such action as is necessary to ensure that the proceeds of the Series 2022 Bonds and Initial Installment Payment are applied solely to pay the costs of the 2022 Project and will take such action as is necessary to assure that the 2022 Project is completed. In the event the amounts available from the Bond Proceeds together with the Initial Installment Payment appear to be insufficient for such purpose, the County will use its best efforts to provide for the payment of such costs from Available Sources.

(d) No portion of the Facilities will be used in the trade or business of a person who is not a "political subdivision" within the meaning of Section 103(c)(1) of the Code, without the written approval of Bond Counsel or as may be described in the Tax Certificate.

(e) Except as disclosed in the Official Statement for the Series 2022 Bonds, there is no fact which will materially and adversely affect the properties, activities, operations, revenues, prospects or condition (financial or otherwise) of the County, its status as a political subdivision of the State within the meaning of Section 103(c)(1) of the Code, its ability to own and operate its property in the manner such property is currently operated or its ability to perform its obligations under this Purchase and Use Agreement and the Base Lease.

(f) [Except as disclosed in the Official Statement for the Series 2022 Bonds, there] There are no proceedings pending or, to the knowledge of the County, threatened in writing against or affecting the County, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, operations, prospects or condition (financial or otherwise) of the County, or the

corporate existence or powers or ability of the County to enter into and perform its obligations under this Purchase and Use Agreement and the Base Lease.

(g) The execution and delivery of this Purchase and Use Agreement and the Base Lease, and the consummation of the transactions provided for herein and therein, and compliance by the County with the provisions of this Purchase and Use Agreement and the Base Lease:

(i) are within the governmental powers and have been duly and validly authorized by all necessary governmental and other action on the part of the County; and

(ii) do not and will not conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, loan agreement or other agreement or instrument, or result in the creation or imposition of any lien, charge, or encumbrance upon any property or assets of the County (other than this Purchase and Use Agreement and the Base Lease) or any governmental restriction to which the County is a party or by which the County, its properties or operations may be bound or with the giving of notice or the passage of time or both would constitute such a breach or default or result in the creation or imposition of any such lien, charge or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of this Purchase and Use Agreement and the Base Lease or the County's ability to perform fully its obligations under this Purchase and Use Agreement and the Base Lease; nor will such action result in any violation of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the County, its properties or operations are subject.

(h) No event has occurred and no condition exists that constitutes an Event of Default or which, upon the execution and delivery of this Purchase and Use Agreement, or the passage of time or giving of notice or both, would constitute an Event of Default. The County is not in violation in any material respect, and has not received notice of any claimed material violation (except such violations as do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the County with the terms hereof, or the other Security Documents), of any terms of any court order, statute, regulation, ordinance, agreement, or other instrument to which it is a party or by which it, its properties or its operations may be bound.

(i) This Purchase and Use Agreement is a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; anything herein to the contrary notwithstanding, this Purchase and Use Agreement is subject in its entirety to the right of the County to terminate this Purchase and Use Agreement and all the terms and provisions hereof by failing to budget and appropriate moneys specifically to pay Installment Payments, as provided in Sections 2.2, 4.6, and 4.7 hereof.

(j) The use and the operation of the 2022 Real Property and the Facilities in the manner contemplated will not conflict in any material respect with any zoning, water, or air pollution or other ordinance, order, law, rule, or regulation applicable to the 2022 Real Property

and the Facilities including, without limitation, Environmental Laws. The County will operate or will cause the Facilities to be operated in compliance with the requirements of all such laws, ordinances, rules, and regulations, including, without limitation, Environmental Laws. The County further covenants and agrees to comply in all material respects with and materially conform to, or use its reasonable efforts to cause other persons whose obligation it is to so comply by contract or pursuant to law to comply in all material respects with and materially conform to, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, and every applicable governmental authority, including Environmental Laws applicable to the 2022 Real Property and the Facilities, and all covenants, restrictions and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the 2022 Real Property and the Facilities, including building and zoning codes and ordinances (collectively, the “**Legal Requirements**”), provided that the County shall not be in default hereunder so long as the County promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Trustee and the County commences and uses its diligent efforts to cause compliance with such Legal Requirements, as long as the failure to comply and conform does not subject the 2022 Real Property or the Facilities to any material danger of being forfeited or lost as a result thereof. The County possesses or will possess, and the County hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Facilities as proposed to be operated, and all such licenses, permits or other approvals required in connection with the operation of the Facilities have been duly obtained and are in full force and effect except for any such licenses, permits or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the Facilities. The County covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers, and privileges as the same relate to the Facilities.

(k) The County has approved the formation of the Corporation and the issuance by the Corporation of the Series 2022 Bonds.

(l) The County has not terminated any lease, lease-purchase agreement, or installment purchase agreement by nonappropriation.

(m) The officer of the County charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the County Council in any Fiscal Year in which this Purchase and Use Agreement shall be in effect, provision for all Installment Payments required for such Fiscal Year under this Purchase and Use Agreement.

(n) To its knowledge, Hazardous Materials have not at any time been generated, used, treated, recycled, stored on, or transported to or from, or released, deposited, or disposed of on the portion of the 2022 Real Property owned by it on the date hereof other than in compliance at all times with all applicable Environmental Laws.

**Section 1.4 Corporation Representations, Warranties, and Covenants.** The Corporation makes the following representations, warranties, and covenants:

(a) The Corporation is a duly organized and validly existing nonprofit corporation created under the laws of the State, has the requisite power to carry on its present and proposed activities, and has full power, right, and authority to enter into this Purchase and Use Agreement, the Trust Agreement and the Base Lease and to perform each and all of the obligations of the Corporation provided herein and therein.

(b) The Corporation has taken or caused to be taken all requisite corporate action to authorize the execution and delivery of, and the performance of its obligations under, this Purchase and Use Agreement, the Base Lease, and the Trust Agreement.

(c) By proper corporate action, the officers of the Corporation have been duly authorized to execute and deliver this Purchase and Use Agreement, the Base Lease, and the Trust Agreement.

(d) The execution and delivery by the Corporation of this Purchase and Use Agreement, the Base Lease, and the Trust Agreement and the consummation by the Corporation of the transactions contemplated hereby and thereby have not and will not conflict with or constitute a breach of or default under the Corporation's articles of incorporation or bylaws or any bond, debenture, note or other evidence of indebtedness of the Corporation, or any contract, agreement, or instrument to which the Corporation is a party or by which it is bound.

(e) Each of this Purchase and Use Agreement, the Base Lease, and the Trust Agreement has been or will be duly executed and delivered by the Corporation and constitutes or will constitute a legal and valid obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by laws affecting creditors' rights generally and except as equitable remedies may be limited by judicial discretion.

(f) There is no litigation pending and served on the Corporation that challenges the Corporation's authority to execute, deliver, or perform its obligations under this Purchase and Use Agreement and the Corporation has disclosed any threatened litigation with respect to such matters of which the Corporation is aware.

(g) The Corporation is in material compliance with all applicable laws, regulations, and ordinances, including, but not limited to, those applicable to the Corporation's activities in connection with this Purchase and Use Agreement.

(h) The Corporation is a South Carolina nonprofit, public benefit corporation, no part of the net income of which inures to the benefit of any private individual or organization.

(i) To defray the costs of the 2022 Project, and for such other purposes contemplated hereby and by the Trust Agreement, the Corporation will enter into the Trust Agreement pursuant to which it will issue the Series 2022 Bonds payable from and secured by the Installment Payments under this Purchase and Use Agreement.

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## ARTICLE II

### INSTALLMENT SALE OF FACILITIES; USE OF 2022 REAL PROPERTY AND FACILITIES AND TERM THEREOF

**Section 2.1 Installment Sale of Facilities; Use of 2022 Real Property and Facilities; Term.** The Corporation hereby agrees to sell the Facilities to the County in accordance with the provisions hereof. On the date hereof, the Corporation has a valid leasehold interest in the 2022 Real Property and holds fee title to the Facilities thereon.

Upon the payment of each payment of Base Payments from funds other than amounts constituting Bond Proceeds (including income from the investment of such amounts), title to an undivided interest in the Facilities equal to that percentage of the Purchase Price represented by such payment will transfer from the Corporation to the County without further action by either party hereto.

Any prepayment of Base Payments which is used to redeem any Series 2022 Bonds will result in a recalculation of the Purchase Price to take account of such prepayment and, upon the making of such prepayment, the County shall be credited with an undivided ownership interest in the Facilities equal to that percentage of the total Purchase Price, as adjusted, represented by the total of all Base Payments made, including the prepayment on such date.

Subject to the provisions of Article VIII hereof, the County shall have the exclusive right to occupy and use the 2022 Real Property and the Facilities during the term hereof. Subject to the provisions of Sections 2.2 and 2.3 hereof, this Purchase and Use Agreement shall be for a term beginning with the date of execution and delivery hereof, and ending on [October 1, 2042].

During the term hereof, the County may permit use of portions of the 2022 Real Property and the Facilities subject to the following limitations: (i) the 2022 Real Property and the Facilities shall not be used in any manner that interferes with the use of such property by the County for the purposes for which it was designed or is then being used; (ii) any such agreement shall be voidable by the Trustee upon the occurrence of an Event of Default or an Event of Nonappropriation hereunder; and (iii) the County shall monitor all such use to ensure continued compliance with the provisions of the Tax Certificate, if any, relating to the Series 2022 Bonds and Section 5.3 hereof.

**Section 2.2 Termination.** The term of this Purchase and Use Agreement shall terminate upon the earliest of any of the following events:

(a) the occurrence of an Event of Nonappropriation which is not thereafter duly waived or cured;

(b) the purchase by the County of all of the Facilities as provided in Article IX of this Purchase and Use Agreement;

(c) the occurrence of an Event of Default under and termination of this Purchase and Use Agreement by the Corporation or Trustee under Article VIII hereof; or

(d) the later of [October 1, 2042], which date constitutes the last day of the term hereof, or such date as all Installment Payments due hereunder shall be paid in full.

Termination of the term of this Purchase and Use Agreement shall terminate all obligations of the County under this Purchase and Use Agreement, including its obligations to pay future Installment Payments, and other amounts that have not been appropriated (excluding, however, amounts payable under Section 2.3 hereof and other amounts specifically provided for herein), subject to identification as provided in Section 2.4 hereof, shall terminate the County's rights of possession under this Purchase and Use Agreement of the Corporation Facilities (except to the extent of any conveyance pursuant to Article IX of this Purchase and Use Agreement); but all other provisions of this Purchase and Use Agreement, including all obligations of the Corporation with respect to the Holders of the Bonds and the receipt and disbursement of funds and all rights and remedies of the Corporation specifically provided herein, shall be continuing until the Trust Agreement is discharged as provided therein. Notwithstanding the foregoing, termination of the term of this Purchase and Use Agreement shall not impair the County's rights as landlord or the Corporation's rights as tenant under the Base Lease, except as provided in the Base Lease.

**Section 2.3 Holdover Terms.** In the event the County fails to deliver possession to the Corporation of the Corporation Facilities or any part thereof pursuant to Section 2.4 hereof, the County shall be unconditionally liable for the payment of all Installment Payments, including Additional Payments, for successive six month periods with each such period commencing on the Bond Payment Date following the last due date of Base Payments hereunder until the County delivers possession of the Corporation Facilities to the Corporation. The obligations of the County under this Section 2.3 shall not in any manner constitute a pledge of the full faith, credit, or taxing power of the County within the meaning of any State constitutional or statutory provision.

**Section 2.4 Surrender of Possession Upon Termination; Partition of Undivided Interests.** Upon (a) the occurrence of an Event of Default or an Event of Nonappropriation which results in termination hereof or (b) termination of all rights of the County hereunder, and at the written direction of the Trustee, the County and the Corporation shall proceed to partition the Facilities so that the percentage of undivided interests in the title to the Facilities will be converted, to the extent feasible, into like percentages of title in accordance with Exhibit E hereof and the following provisions. The date upon which the Trustee gives such written direction shall be the "**Partition Date**."

*Division of Facilities.* Within a reasonable time after the Partition Date (but in no event longer than 60 days after the Partition Date), the County and the Corporation shall propose a division of Facilities or, in the event the County and the Corporation notify the Trustee in writing that they are unable to agree on a proposed division or they have not proposed a division of the Facilities within the time period provided by the previous sentence, the Trustee and the Partition Consultant, if selected, shall propose a division of the Facilities within a reasonable time after the Partition Date. In all events, Trustee may, in its sole discretion, select a Partition Consultant to assist, consult with and make recommendations to the Trustee in the division of the Facilities. The Trustee and the Partition Consultant, if selected, shall endeavor, to the extent practicable, to allocate the Facilities between the County and the Corporation in a fair and equitable fashion

taking into account the following factors: (1) if portions of the Facilities will be assigned to each of the Corporation and the County, the Trustee and the Partition Consultant, if selected, shall propose such partition as will, in the aggregate, best protect the interests of the Holders (subject to the provisions of this Section 2.4); and (2) the deletion, reduction or release (without exchange or substitution) of any Released Facility pursuant to Section 5.1(c) hereof or pursuant to the last two paragraphs of Section 3.6 of the Base Lease shall be taken into account for purposes of determining the portions of the Facilities to be allocated between the Corporation and the County.

*Valuation of Facilities.* For purposes of any partition, the Facilities will be valued based on insured values at the time of partition, although the percentage of the Facilities being purchased on an annual basis through Installment Payments, and credited to the County as Costs Advanced, is set forth on Exhibit E hereof. In allocating the Facilities to the percentage of undivided interests in the entire Facilities to be conveyed to the County or retained by the Corporation, such insured values (at time of petition) and percentages set forth on Exhibit E hereof shall be used.

*Partition Report; Finality.* The Trustee and the Partition Consultant, if selected, shall make a report regarding the division of the Facilities as soon as practicable after the Partition Date. In the discretion of the Trustee the partition report shall be final and binding upon all parties.

*Instruments of Conveyance.* Within a reasonable time (but in no event sooner than 30 days or later than 60 days) after the partition report becomes final, the County and the Corporation shall exchange deeds or other instruments vesting title to such of the Facilities as is required to effect such partition; provided, however, that any conveyance deed or other instrument made by the Corporation shall be made in the manner and subject to the conditions set forth in Section 9.2 hereof. Immediately thereafter, the County shall deliver up or cause to be delivered up peaceable possession of the Corporation Facilities to the Corporation, together with the related portion of the 2022 Real Property, without delay, in good repair and operating condition, excepting reasonable wear and tear.

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## ARTICLE III

### USE AND DISBURSEMENT OF PROCEEDS

**Section 3.1 Issuance of Series 2022 Bonds; Construction of 2022 Project.** (a) Upon the issuance of the Series 2022 Bonds, the Trustee will deposit the proceeds of the Series 2022 Bonds into the Project Funds and the Cost of Issuance Funds, in the amounts specified in Section 5.1 of the Trust Agreement, to be used (i) to defray the cost of the 2022 Project, and (ii) to pay costs related to the issuance of the Series 2022 Bonds.

(b) The Corporation and the County acknowledge that the County, as agent for the Corporation, will be responsible for obtaining any and all contracts and agreements necessary or appropriate to construct, reconstruct, acquire, install, renovate, and equip the 2022 Project and the County shall be the agent of the Corporation for all such purposes.

(c) The County may install machinery, equipment, and other tangible personal property in the Facilities and on the 2022 Real Property and all such machinery, equipment and other tangible personal property not acquired or financed with the proceeds of the Bond Proceeds will remain the sole property of the County.

**Section 3.2 Notices and Permits.** The Corporation shall cooperate with the County in order to give or cause to be given all notices and shall comply or cause compliance with all laws, ordinances, municipal rules and regulations and requirements of public authorities applying to or affecting the conduct of any work relating to the 2022 Project. To the extent permitted by law, the County will defend and save the Corporation, the Trustee and their respective members, directors, officers, agents, and employees harmless from all liabilities, damages, or fines due to failure to comply therewith.

**Section 3.3 Disbursements from the Project Funds and the Cost of Issuance Funds.** (a) The Bond Proceeds (net of any costs of issuance) shall be deposited by the Trustee into the Project Funds (and the accounts therein described in Section 5.2 of the Trust Agreement). As provided in Section 5.1 of the Trust Agreement, disbursements from the Cost of Issuance Funds (as described in Section 5.2 of the Trust Agreement) shall be made to provide for payment of the costs of issuance of the Series 2022 Bonds, and disbursements from the Project Funds shall be made to defray the costs of the 2022 Project and to fund certain reserve funds as set forth in Section 5.3 of the Trust Agreement.

(b) As provided in Section 5.3(b) of the Trust Agreement, the final requisition(s) from the Project Funds shall contain, among other things, a certification or certifications by the Corporation and the County stating that the 2022 Project has been substantially completed in accordance with the terms and conditions of this Purchase and Use Agreement and compliance in all material respects with all applicable governmental regulations. As used in this paragraph, “substantial completion” of the 2022 Project shall mean completion such that the equipment and improvements undertaken in connection therewith are in working condition notwithstanding the fact that certain minor items of work remain to be done.



(c) Upon receipt of the final requisition with respect to the 2022 Project, the Trustee shall apply any balance then remaining in the Project Funds in the manner provided in Section 5.4 of the Trust Agreement.

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## ARTICLE IV

### INSTALLMENT PAYMENTS; ASSIGNMENT TO TRUSTEE

#### Section 4.1 Installment Payments.

(a) *Installment Payments to Constitute a Current Expense of the County.* The Corporation and the County understand and intend that the obligation of the County to pay Installment Payments hereunder shall constitute a current expense of the County and are dependent upon lawful appropriations of funds being made by the County Council from Available Sources to pay Installment Payments due in each Fiscal Year hereunder, and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the Available Sources, general tax revenues, funds, moneys, or credit of the County.

(b) *Payment of Base Payments.* Subject to an Event of Nonappropriation as described in Section 4.7 hereof, on or before the 15th day of the month prior to each Bond Payment Date during the period this Purchase and Use Agreement is in effect, the County shall pay to the Trustee, as assignee of the Corporation, the Base Payments (exclusively from Available Sources specifically budgeted and appropriated for such purpose in lawful money of the United States of America), which payments shall be made to the Trustee as assignee of this Purchase and Use Agreement, in the amounts set forth on Exhibit D hereto; provided, that nothing herein shall constitute a pledge of the Available Sources, general tax revenues, funds, moneys, or credit of the County, and payments on account thereof, if and when received by the Trustee, shall satisfy the County's obligation to make any Base Payment then due and shall constitute such Base Payment to the extent received. Each payment of the Base Payments, and the payment of the Initial Installment Payment, shall be in consideration for the conveyance of title to an undivided ownership interest in the Facilities as and to the extent provided in Section 2.1 hereof. As further consideration for the receipt of the Base Payments and the Initial Installment Payment, the County shall be entitled to the use and occupancy of all of the 2022 Real Property and the Facilities during the applicable Fiscal Year in which such payments are or will be made.

(c) *Payment of Additional Payments.* The County agrees to pay, subject to the provisions of Section 4.7 hereof, the following amounts as Additional Payments together with such other sums as are provided for herein:

(i) The amounts provided for in Sections 4.2 and 4.4 hereof to the parties referred to therein;

(ii) Any amounts due upon receipt of written notice from the Trustee pursuant to Section 5.5(e) of the Trust Agreement;

(iii) Within the period of time specified in Sections 5.5(e) and 5.7(i) of the Trust Agreement, the amount of moneys necessary to re-establish a subaccount of the Reserve Account at the applicable Reserve Requirement (as such term is defined in the

Trust Agreement) as may be required pursuant to said Sections 5.5(e) and 5.7(i) of the Trust Agreement;

(iv) All reasonable costs and expenses incurred or to be paid by the Corporation or the Trustee, as the case may be, under the terms of this Purchase and Use Agreement or the Trust Agreement, including, without limitation, the amounts specified in Section 4.4 hereof and amounts payable by the Corporation pursuant to or contemplated by repurchase, forward delivery, or other investment agreements which are Permitted Investments under the Trust Agreement; and

(v) Amounts required to pay premiums on insurance for the 2022 Real Property or the Facilities if such amounts are not paid directly by the County to the applicable insurer.

The Corporation may, but shall be under no obligation to, advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the 2022 Real Property and the Facilities, (ii) for the discharge of mechanic's and other liens relating to the 2022 Real Property and the Facilities, (iii) to obtain and maintain insurance for the 2022 Real Property and the Facilities and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the County fails to do so as required by this Purchase and Use Agreement or the Base Lease. As provided in Section 6.11 of the Trust Agreement, the Trustee may take any such action. Any such advances shall continue to be due as Additional Payments hereunder.

(d) *Credits.* The County shall be entitled to a credit against payments of Base Payments in the amount of any deposits in the Bond Fund provided for in the Trust Agreement. In addition to the credit provided in the preceding sentence, the amount payable by the County as Base Payments will be reduced by the amount of money in the applicable subaccount of the Acquisition Account (as defined in the Trust Agreement) to be credited against those payments, including without limitation accrued interest on the Series 2022 Bonds to the extent such amounts will be used to make payments on the Series 2022 Bonds. In this connection, if applicable, when amounts remaining in a subaccount of the Reserve Account equal or exceed the remainder of the applicable Base Payments due, such amounts shall be transferred to the applicable subaccount of the Acquisition Account as and when needed for payment of such Base Payments.

(e) *Continuation of Term by County.* The County has no reason to believe, as of the date hereof, that it will not continue making Installment Payments through the entire term of this Purchase and Use Agreement, and reasonably believes that it will pay the Installment Payments due or coming due hereunder in order to continue to use the Facilities. The County presently intends to maintain its capacity to issue general obligation debt in amounts and at times, together with other Available Sources, sufficient to make Base Payments when due; provided, however, that the County makes no representation or warranty as to its ability to issue general obligation debt in the future.

All representations and covenants contained in this Purchase and Use Agreement are subject to the ability of the County to terminate this Purchase and Use Agreement and all obligations hereunder as provided in Section 4.7 hereof.

**Section 4.2 Installment Payments Not Subject to Reduction, Offset or Other Credits.** (a) The County and the Corporation intend that this Purchase and Use Agreement shall yield, net, the Base Payments specified in Section 4.1 hereof during the term of this Purchase and Use Agreement, and that all costs, expenses, liabilities, and obligations of any kind and nature whatsoever including, without limitation, any ad valorem taxes or other taxes levied against holders of real or personal property, insurance premiums, utility charges and assessments and all operation, maintenance, repair, and upkeep expenses relating to the 2022 Real Property and the Facilities and the use of the 2022 Real Property and the Facilities which do not constitute Base Payments, or other obligations relating to the 2022 Real Property and the Facilities which may arise or become due during the term of this Purchase and Use Agreement and which the Corporation except for this Purchase and Use Agreement or the terms of the Base Lease would ordinarily be required to pay as owner of the 2022 Real Property and the Facilities (regardless of whether the County as owner would be so required to pay) shall either be paid under the provisions of the Base Lease or be included in the Installment Payments and paid by the County as Additional Payments under this paragraph (a). The County acknowledges that, under the provisions of the Base Lease, it has retained responsibility for the payment of taxes and insurance on the 2022 Real Property and the Facilities and the property associated therewith and the obligations of the County under the Base Lease are not subject to the limitations of Section 4.6 hereof.

(b) All payments of Additional Payments referred to in Section 4.2(a) above shall be made by the County in immediately available funds on a timely basis directly to the person or entity to which such payments are owed; provided, however, subject to the terms hereof and the other Security Documents, the County shall not be required to pay, discharge or remove any tax, lien, or assessment, or any mechanic's, laborer's or materialman's lien or encumbrance, or any other imposition or charge against the 2022 Real Property and the Facilities or any part thereof, or comply with any law, ordinance, order, rule, regulation or requirement, as long as the County shall, after prior written notice to the Corporation and the Trustee, at the County's expense, contest the same or the validity thereof in good faith, by action or inaction which shall operate to prevent (i) the collection of the tax, lien, assessment, encumbrance, imposition, or charge so contested, or the enforcement of such law, ordinance, order, rule, regulation or requirement, as the case may be, and (ii) the sale of the Facilities or any part thereof to satisfy the same or to enforce such compliance; provided further, that the County shall have given reasonable security as may be demanded by the Corporation, the Trustee, or both, to insure such payment and prevent any sale or forfeiture of the Facilities or any part thereof by reason of such nonpayment or noncompliance.

**Section 4.3. Prepayment of Installment Payments.** The County may prepay Installment Payments in whole or in part as provided in, and under the conditions prescribed under, Sections 7.2 and 9.1 hereof, or at any time that the County so determines for the purpose of providing for the redemption of Series 2022 Bonds as provided in Section 4.1 of the Trust Agreement. The County shall notify the Trustee in writing of the dates on which the Series 2022 Bonds corresponding to any prepayment hereunder are to be redeemed or purchased (as

applicable) and the amount to be so redeemed or purchased on each such date, all in accordance with the provisions of the Trust Agreement. The Trustee may request such reasonable information and reports as may be necessary to establish the sufficiency of the payments to be made at the time of such prepayment or purchase, respectively.

**Section 4.4 Administrative Expenses.** Subject to the provisions of Section 4.7 hereof, the County shall pay as Additional Payments (i) the periodic fees and expenses from time to time of the Trustee and any Paying Agent incurred in administering the Trust Agreement and the Series 2022 Bonds, and (ii) any expenses, including, but not limited to, fees for legal, financial, and accounting services and costs of directors and officers insurance incurred by the Corporation or the Trustee to compel full and punctual performance of this Purchase and Use Agreement in accordance with the terms hereof.

**Section 4.5 Assignment of Purchase and Use Agreement, Manner of Payment.** As security for and the source of payment of the Series 2022 Bonds, pursuant to the Trust Agreement, the Corporation has assigned to the Trustee all of its right, title and interest in and to this Purchase and Use Agreement, except for the right of the Corporation to receive indemnity against claims and payment of its fees and expenses pursuant to Sections 4.2, 4.4, and 5.5 hereof and to receive notices thereunder. The County consents and agrees to the assignment of this Purchase and Use Agreement as provided herein. The County covenants to fully perform, in timely fashion, all of its covenants, agreements and obligations under this Purchase and Use Agreement, and to make all payments required by the County under this Purchase and Use Agreement (other than payment for indemnity and fees and expenses of the Corporation) directly to the Trustee, all without set-off, defense or counterclaim by reason of any dispute which the County may have with the Corporation or the Trustee.

**Section 4.6 Limited and Special Obligation of County.** Upon the occurrence of an Event of Nonappropriation, this Purchase and Use Agreement may be terminated as of the end of the last Fiscal Year which is not affected by such Event of Nonappropriation, and the County shall not be obligated to pay the Installment Payments provided for in this Purchase and Use Agreement beyond the end of such Fiscal Year (except as otherwise provided herein). If this Purchase and Use Agreement is terminated under this Section 4.6 or as provided in Section 4.7 or Section 2.2, the County agrees to peaceful delivery of that portion of the Facilities to be retained by the Corporation or its assigns as provided in Section 2.4 hereof.

The obligations of the County to make Installment Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Purchase and Use Agreement. Notwithstanding any dispute involving the County and any of the Corporation, any contractor, subcontractor, or supplier of materials or labor, or any other person, the County shall make all Installment Payments when due and shall not withhold any Installment Payments pending final resolution of such dispute, nor shall the County assert any defense or right of set-off, recoupment, or counterclaim against its obligation to make such payments required under this Purchase and Use Agreement.

The County's obligation to make Installment Payments during the term of this Purchase and Use Agreement shall not be abated through accident or unforeseen circumstances. The

County agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the payments required pursuant to this Purchase and Use Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the 2022 Real Property or the Facilities, failure of the Corporation to complete the acquisition, construction, installation, or equipping of the 2022 Project, failure of the County to occupy or to use the Facilities as contemplated in this Purchase and Use Agreement or otherwise, any change or delay in the time of availability of the 2022 Real Property or the Facilities, any acts or circumstances which may impair or preclude the use or possession of the 2022 Real Property or the Facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the 2022 Real Property or the Facilities or in the suitability of the 2022 Real Property or the Facilities for the County's purposes or needs, failure of consideration, the invalidity of any provision of this Purchase and Use Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the 2022 Real Property or the Facilities, the taking by eminent domain of title to or the use of all or any part of the 2022 Real Property or the Facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Purchase and Use Agreement.

Nothing contained in this section shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained. In the event the Corporation should fail to perform any such agreement on its part, the County may institute such action against the Corporation as the County may deem necessary to compel performance so long as such action does not abrogate the County's obligations under this Purchase and Use Agreement. The County may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the County deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use under this Purchase and Use Agreement, and in such event the Corporation hereby agrees to cooperate fully with the County and to take all action necessary to effect the substitution of the County for the Corporation in any such action or proceeding if the County shall so request. It is the intention of the parties that the payments required by this Purchase and Use Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the County's obligation to pay Installment Payments hereunder as set forth above.

**The obligations of the County under this Purchase and Use Agreement shall not constitute a pledge of the full faith, credit, or taxing power of the County within the meaning of any State constitutional or statutory provision.**

**Section 4.7 Event of Nonappropriation.** Upon the occurrence of an Event of Nonappropriation, the following provisions shall apply:

(a) If written notice is given by a County Representative to the Corporation and the Trustee that it will not appropriate funds from any Available Source in the next succeeding Fiscal Year for payment of Installment Payments or if an Event of Nonappropriation is otherwise deemed to have occurred, the Trustee shall as soon as practicable give written notice to the

County and the Corporation stating that an Event of Nonappropriation has occurred; but any failure of the Trustee to give such written notice shall not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action which would otherwise be available to the Trustee.

(b) Subject to Article VIII hereof and the provisions of subsections (c) and (d) of this Section 4.7, this Purchase and Use Agreement will be terminated pursuant to Section 2.2.

(c) Subject to Article VIII hereof and the provisions of subsection (d) of this Section 4.7, the Trustee shall waive any Event of Nonappropriation if (i) such Event of Nonappropriation is cured by the County before the Waiver Period has expired, or (ii) the Trustee, acting upon the direction of the Holders of the majority in aggregate principal amount of the Bonds then Outstanding, elects to waive such Event of Nonappropriation for any reason.

(d) Subject to Article VIII hereof and notwithstanding the provisions of subsection (c) of this Section 4.7, the Trustee shall waive any Event of Nonappropriation (but only an Event of Nonappropriation which occurs pursuant to clause (i) of the definition thereof) which is cured by (i) the County's specifically budgeting and appropriating, prior to expiration of the Waiver Period, moneys sufficient to pay Installment Payments coming due hereunder for such Fiscal Year that may be lawfully used to make such payment, or (ii) the issuance of bonds, notes or other obligations prior to the expiration of the Waiver Period, and the appropriation of the proceeds thereof, for the purpose of, and providing sufficient funds for, refunding, refinancing and discharging all Series 2022 Bonds then Outstanding.

If an Event of Nonappropriation occurs and is not waived, the County shall not be deemed to be in default under this Purchase and Use Agreement and shall not be obligated to make payment of any future Installment Payments due hereunder or any other payments provided for herein which accrue after the beginning of the Fiscal Year with respect to which there has occurred an Event of Nonappropriation; provided, the County shall continue to be liable for Installment Payments pursuant to Section 2.3 hereof.

The County, in all events, shall cooperate with the Corporation and the Trustee in making the partition required under Section 2.4 hereof and shall vacate and deliver over to the Trustee the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof.

The Trustee shall, upon the occurrence of an Event of Nonappropriation, be entitled to all moneys then on hand and being held in all funds created under the Trust Agreement for the benefit of the Holders of the Series 2022 Bonds. After the expiration of the Fiscal Year during which an Event of Nonappropriation occurs, if such Event of Nonappropriation occurs by notice, or the July 16 following (i) the July 15 on which the County fails to specifically budget and appropriate sufficient moneys to pay the Installment Payments due hereunder, or (ii) the June 1 on which the County fails to enact an ordinance authorizing the issuance of general obligation bonds for the purpose of paying the Installment Payments due hereunder, the Trustee shall, or may, as the case may be, proceed to exercise its remedies, liquidate its interest in this Purchase and Use Agreement or lease the Corporation Facilities (after the partition and delivery thereof pursuant to Section 2.4 hereof) as provided in Section 8.2 hereof after such dates as follows: (a)

on July 2 of a Fiscal Year in the event that a County Representative has provided written notice to the Corporation and the Trustee of the County's intention to not appropriate funds that may be lawfully used to pay Installment Payments due hereunder in such Fiscal Year, or (b) on July 16 of a Fiscal Year in the event that (i) the County fails by the next preceding day to specifically budget and appropriate sufficient moneys that may be lawfully used to pay Installment Payments due hereunder in such Fiscal Year, or (ii) the County did not by the preceding June 1 enact an ordinance authorizing the issuance of general obligation bonds for the purpose of and in principal amount sufficient to pay Installment Payments due hereunder in such succeeding Fiscal Year. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein, less any moneys due and owing to the Trustee for services performed as Trustee, shall be held by the Trustee for the benefit of the Holders of the Bonds as set forth in the Trust Agreement.

Notwithstanding anything in this Purchase and Use Agreement to the contrary, in the event that the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement, or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including attorneys' and other fees and expenses of the Trustee, and all other amounts which are payable hereunder, in excess of the principal amount of the Outstanding Series 2022 Bonds at the time of the Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the County by the Trustee, its assigns or its lessee.

\* \* \*



## ARTICLE V

### COVENANTS OF THE COUNTY

**Section 5.1 Maintenance and Operation of 2022 Real Property and Facilities; Transfers.** (a) Subject to Sections 4.6 and 4.7 herein, the County covenants and represents that during the term of this Purchase and Use Agreement, it shall, at its own cost or expense, use and maintain the 2022 Real Property and the Facilities in a sound and economical manner, in compliance with all present and future laws and governmental regulations applicable thereto, and maintain, preserve and keep the 2022 Real Property and the Facilities in good repair, working order and condition, and that it shall from time to time make or cause to be made all necessary and proper repairs and renewals so that at all times the operation of the Facilities may be properly and advantageously conducted. This covenant shall not prevent the County from discontinuing operation of the Facilities at any time.

(b) Except as otherwise provided in this Section 5.1 and in Section 2.1 hereof and the Base Lease, prior to payment of the Series 2022 Bonds in full, the County shall not sell, transfer, lease, sublease, or otherwise dispose of all or any portion of the 2022 Real Property and the Facilities, or its interests under this Purchase and Use Agreement, except to another political subdivision of the State, which assumes in writing all obligations of the County under this Purchase and Use Agreement and shall enter into no such transaction without the written consent of the Trustee.

(c) Notwithstanding any other provision hereof to the contrary, the County may provide for the exchange of any asset comprising the Facilities, including the portion of the 2022 Real Property related thereto (the “**Released Facility**”), for another County Facility and the real estate on which such facility (the “**Exchange Facility**”) is located, or the deletion or modification of any Released Facility from the definition of Facilities hereunder, if:

(i) the County provides the Trustee evidence (including but not limited to an appraisal, certificate of insurance or otherwise) of the respective insured values of the Released Facility and the Exchange Facility, if applicable;

(ii) the County certifies to the Trustee that, as applicable, (A) the exchange, deletion or modification is necessary or desirable to the County and the reasons therefor (including but not limited to facilitating the sale or other disposition of the Released Facility, the conversion of its use to another purpose other than use by the County as a school facility or otherwise), (B) after taking into account the deletion, modification or exchange of the Released Facility, the insured value of the Facilities owned by or allocated to the Corporation shall be in excess of 100% of the outstanding principal amount of the Bonds, (C) the proposed Exchange Facility (if any) has a value equal to or greater than the proposed Released Facility, and (D) the Exchange Facility (if any) is necessary or desirable to the operations of the County and the remaining useful life of such Exchange Facility is not less than the remaining useful life of the Released Facility; and

(iii) the Trustee receives an opinion of Bond Counsel to the effect that the proposed exchange, deletion or modification will not adversely affect the federal income tax treatment of interest paid to the Holders of the Series 2022 Bonds.

**Section 5.2 Liens on 2022 Real Property and the Facilities.** The County shall not create, incur, or suffer to exist any lien, charge, or encumbrance on the 2022 Real Property or the Facilities or its rights under this Purchase and Use Agreement other than any Permitted Encumbrance.

**Section 5.3 Representations and Covenants Regarding Tax-Exempt Status of Series 2022A Bonds.** (a) Neither the Corporation nor the County shall take any action (including but not limited to any use of the 2022 Real Property or the Facilities) or permit any action to be taken on its behalf, or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of this Purchase and Use Agreement would cause the interest paid on the Series 2022A Bonds to be includable in the gross income of the Holders thereof for federal income tax purposes.

(b) The County covenants to the Corporation, the Trustee and the Holders of the Series 2022A Bonds that, notwithstanding any other provision of this Purchase and Use Agreement or any other instrument, it will neither make nor cause to be made any investment or other use of the proceeds of the Series 2022A Bonds or amounts on deposit in any of the funds or accounts held under the Trust Agreement or under any other document related to the Series 2022A Bonds which would cause the Series 2022A Bonds to be an “arbitrage bond” under Section 148 of the Code and the regulations thereunder, and that it will comply with the requirements of such Section and regulations throughout the term of the Series 2022A Bonds.

(c) The County shall take all actions necessary on its part to enable compliance with the rebate provisions of Section 148(f) of the Code in order to preserve the federal income tax status of payments of interest with respect to any Series 2022A Bonds. The County shall ensure that the Corporation retains a consultant experienced in the calculation and determination of rebate payments and liability under Section 148(f) of the Code to provide the reports required under any Tax Certificate.

(d) The County will accept title to the Facilities upon the discharge of the Series 2022A Bonds.

**Section 5.4 Reports and Opinions; Inspections.** (a) The County shall permit the Corporation and the Trustee to examine, visit and inspect, at any reasonable time, the 2022 Real Property and the Facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Trustee may reasonably request.

(b) The Corporation shall give the Trustee prompt notice of any failure of the County to make the payments required to be made pursuant to Section 4.1(b) when due.

**Section 5.5 Immunity of Corporation and Trustee.** In the exercise of the powers of the Corporation and the Trustee and their members, directors, officers, employees and agents under the Trust Agreement or this Purchase and Use Agreement including (without limiting the

foregoing) the application of moneys and the investment of funds, neither the Corporation nor the Trustee shall be accountable to the County for any action taken or omitted with respect to the Facilities or this Purchase and Use Agreement by either of them or their members, directors, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred under this Purchase and Use Agreement. The Corporation and the Trustee and their members, officers, employees, and agents shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the County for any claims based on the Trust Agreement or this Purchase and Use Agreement against any member, director, officer, employee or agent of the Corporation or the Trustee alleging personal liability on the part of such person.

**Section 5.6 Compliance with Laws.** With respect to the 2022 Real Property and the Facilities and any additions, alterations, or improvements thereto, the County will at all times comply with all applicable requirements of federal and state laws and with all applicable lawful requirements of any agency, board, or commission created under the laws of the State or of any other duly constituted public authority; provided, however, that the County shall be deemed in compliance with this Section 5.6 so long as it is contesting in good faith any such requirement by appropriate legal proceedings.

**Section 5.7 Insurance and Condemnation Proceeds.** The County shall not make any disposition nor direct the disposition of insurance or condemnation payments with respect to the 2022 Real Property or the Facilities in excess of \$250,000 without the prior written consent of the Trustee except as may be required by the terms hereof or of the other Security Documents or of any Permitted Encumbrances existing on the date hereof.

**Section 5.8 Filing of Budget with Trustee.** During the term of this Purchase and Use Agreement, the County shall file with the Trustee, within 15 days after the beginning of each Fiscal Year, a copy of the annual budget of the County for that Fiscal Year, together with a certificate of a County Representative stating that such budget provides for payment of all Installment Payments due in such Fiscal Year.

**Section 5.9 Alterations of the 2022 Real Property and the Facilities; Removals.** The County, in its discretion and at its expense, may remodel or make such additions, modifications and improvements to the Facilities as it may deem to be desirable; provided, that no such additions, modifications or improvements shall adversely affect the structural integrity or strength of, or materially interfere with the use and operations of, the 2022 Real Property and the Facilities. In this connection, the County (i) may remove any items of personal property constituting a part of the Facilities financed by a source of funds other than the proceeds of the Series 2022 Bonds and the Initial Installment Payment, and (ii) may, for any reason, replace any items of personal property constituting a part of the Facilities financed or refinanced with the proceeds of the Series 2022 Bonds, provided that any such removal or replacement of any personal property shall not materially diminish the value of the Facilities or materially impair the operation thereof. In the case of any removal as provided above or any removal of County property not constituting Facilities, the County shall repair any damage resulting from such removal.

**Section 5.10 Continuing Disclosure.** [The County covenants to provide the information required by Rule 15c2-12 as an Obligated Person (as defined in Rule 15c2-12) in compliance with the provisions of the Disclosure Undertaking attached hereto as Exhibit F, if applicable. If the County is obligated to comply with a Disclosure Undertaking, then in the event of a failure by the County or any dissemination agent appointed thereby to comply with any provisions of the Disclosure Undertaking, the rights of the Holders of the Series 2022 Bonds to enforce the provisions of the Disclosure Undertaking shall be limited solely to a right, by action in mandamus or specific performance, to compel performance of the parties' obligations under the Disclosure Undertaking.]

[The County agrees to provide the information set forth at Exhibit F in accordance with the deadlines set forth therein] Any failure by a party to perform in accordance with [the Disclosure Undertaking][this disclosure covenant] shall not constitute a default under this Purchase and Use Agreement or on the Series 2022 Bonds or under any other document relating to the Series 2022 Bonds[, and all rights and remedies shall be limited to those expressly stated in the Disclosure Undertaking].

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## ARTICLE VI

### INSURANCE

**Section 6.1 Types of Insurance and Coverage Requirements.** (a) The County shall, commencing with the date that any items of personal property comprising the Facilities are delivered, or in the event that progress payments are to be made to the manufacturer thereof prior to the date of such delivery, commencing with the date of this Purchase and Use Agreement, and upon completion of any construction, reconstruction, renovation or remodeling incidental to the completion and installation of the Facilities, on all such improvements to the 2022 Real Property and the Facilities, maintain all-risk fire, extended coverage, vandalism, and malicious mischief insurance on the 2022 Real Property and the Facilities, with such deductible provisions as are consistent with similar insurance obtained by the County for other property owned by it. Such insurance shall (1) name the Corporation and the Trustee as loss payees, as their interests may appear, be maintained for the term of this Purchase and Use Agreement and (2) each policy shall be in an amount equal to the replacement value of the Facilities.

(b) The County shall, to the extent required by law or good business practice, maintain for the term of this Purchase and Use Agreement, general liability insurance, worker's compensation insurance, disability insurance, and any other form of insurance, covering loss resulting from injury, sickness, disability or death of employees in amounts consistent with those carried by institutions of similar size and nature.

(c) The County shall maintain, for the term of this Purchase and Use Agreement, general liability insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from the death or bodily injury of persons or damage to the property of others caused by accident or occurrence (including contractual liability endorsement), with limits of not less than \$1,000,000 per occurrence and not less than \$1,000,000 in the aggregate for claims made in any one year on account of injury of any one person, and \$1,000,000 for property damage per occurrence with an aggregate property damage limitation of not less than \$1,000,000, excluding liability imposed upon the County by any applicable worker's compensation law. Such insurance shall name the Corporation and the Trustee as additional insureds or loss payees, as their interests may appear, to the extent practicable.

(d) All policies of insurance required hereunder shall be written by the the South Carolina Insurance Reserve Fund or companies rated not lower than "A" by A. M. Best Company or in one of the two highest rating categories by S&P Global Ratings, in each case qualified to do business in the State and each policy shall provide at least 30 days prior written notice to the Corporation and the Trustee before such policy is canceled. The County may provide any part or all of the insurance required hereby under the terms of a policy insuring other facilities or risks or any "blanket" policy. The County covenants that it will take all action, or cause the same to be taken, which may be necessary to enable recovery under the aforesaid insurance policies.

(e) All policies of insurance required hereby shall be open to inspection by the Corporation, and the Trustee at all reasonable times. Certificates of insurance describing such

policies shall be furnished by the County to the Corporation and the Trustee when such policies are required to be obtained by this Section 6.1 and at least ten days prior to the expiration of each of such policies. The County shall certify that it is in compliance with the provisions hereof at or prior to the execution and delivery of this Purchase and Use Agreement. If any change shall be made in such insurance as to either amount or type of coverage, a description and notice of such change shall be furnished immediately to the Corporation and the Trustee by the County or it shall cause the same to be so furnished. In the event that the County fails to maintain any insurance as provided in this Section, the Trustee may, upon such notice to the County as is reasonable under the circumstances, procure and maintain such insurance at the expense of the County (reimbursable as provided hereinbefore), but the Trustee shall not be under an obligation to do so.

**Section 6.2 Self-Insurance Approval.** If, at the time of execution of this Purchase and Use Agreement, the County self-insures or at any time hereafter desires to self-insure to the extent permitted by law, the entry into such self-insurance program shall require the written approval of the Corporation.

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## ARTICLE VII

### DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

**Section 7.1 Damage, Destruction and Condemnation.** If, during the term of this Purchase and Use Agreement, (i) the Facilities, or any portion thereof, shall be destroyed (in whole or in part), or be damaged by fire or other casualty, or (ii) title to, or the temporary or permanent use of, the 2022 Real Property, the Facilities, or any portion thereof or the estate of the County or the Corporation in the 2022 Real Property, the Facilities or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or (iii) a material defect in construction or installation of the Facilities, or any portion thereof, shall become apparent, or (iv) title to or the use of all or any portion of the 2022 Real Property or the Facilities shall be lost by reason of a defect in title thereto, then the County shall be obligated, subject to the option provided in Section 7.3 hereof and the provisions of Sections 4.6 and 4.7 hereof, to continue to pay the amounts specified as Installment Payments under this Purchase and Use Agreement.

**Section 7.2 Obligation to Repair or Replace the Facilities.** Subject to the provisions of Section 7.3 hereof, the County, the Corporation, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds, or condemnation awards made available by reason of any occurrence described in Section 7.1 hereof, to be deposited in a separate trust fund designated as the “Net Proceeds Fund” which the Trustee is hereby directed to establish in such event.

Except as set forth in Section 7.3 hereof, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the 2022 Real Property and the Facilities by the County upon receipt of requisitions by the Trustee signed by an authorized official of the County stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; and (iv) that each obligation mentioned therein has been properly incurred, is properly payable from the Net Proceeds held in the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. In carrying out any of the provisions of this Section 7.2, the County shall have all power and authority granted under Article III of this Purchase and Use Agreement; and the Trustee shall cooperate with the County in the administration of such fund and shall not unreasonably withhold its approval of requisitions required by this Section 7.2. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement, or replacement has been completed shall be applied to any lawful and authorized capital purpose of the County as directed in writing by the County. Any repair, restoration, modification, improvement, or replacement paid for in whole or in part out of such Net Proceeds shall be included as part of the Facilities under this Purchase and Use Agreement and the Trust Agreement.

If the Net Proceeds (plus any amounts withheld from such Net Proceeds by reason of any deductible clause) shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the 2022 Real Property or the Facilities, the

County shall be responsible, subject to the option provided in Section 7.3 hereof, for the completion of the work and the payment of any cost in excess of the amount of the Net Proceeds, subject to the availability of such moneys, if any, as shall be then appropriated and budgeted and legally available or otherwise legally available to the County and legally applicable to the completion of the 2022 Project. In this connection, the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this paragraph, the County shall not be entitled to any reimbursement therefor from the Trustee or the Holders of the Series 2022 Bonds, nor shall the County be entitled to any diminution of any Installment Payments payable under this Purchase and Use Agreement.

**Section 7.3 Discharge of Obligation to Repair or Replace the 2022 Real Property, and the Facilities.** If, as a result of the occurrence of an event described in Section 7.1 hereof, (a) any part of the 2022 Real Property or the Facilities is totally destroyed or is damaged to such an extent that the rebuilding or repairing of such part of the Facilities would be impracticable, (b) there is discovered a material defect in the construction of the Facilities, or any portion thereof, that renders the 2022 Real Property, the Facilities, or such portion unusable by the County for its intended purposes, (c) all or substantially all of the 2022 Real Property or the Facilities relating to a particular building is taken by eminent domain, or (d) the County is deprived of the use of any part of the 2022 Real Property, the Facilities by reason of a defect in title thereto, the County may elect to apply the Net Proceeds of applicable insurance policies, performance bonds or condemnation awards as a prepayment of Installment Payments and the discharge of its obligations with respect to Sections 7.1 and 7.2 hereof. Such an election may be made by written notice to the Corporation and the Trustee within 90 days of the occurrence of an event described in (a) through (d) above. Upon any such prepayment, the amount thereof shall be applied to redeem Series 2022 Bonds at the earliest practicable date pursuant to Section 4.1(b) of the Trust Agreement, the Purchase Price shall be recalculated to take account of such prepayment, title to the affected part of the 2022 Real Property or the Facilities (if applicable) shall be deemed transferred to the County and in the event of any future partition under Section 2.4 hereof, such affected part of the 2022 Real Property or the Facilities (if applicable) shall be automatically assigned to the County. If at any time the amount to be applied as a prepayment hereunder shall exceed the redemption price of the Series 2022 Bonds, the Series 2022 Bonds shall be redeemed, title to all the Facilities shall be transferred to the County and any amounts not required for the redemption of the Series 2022 Bonds and payment of other expenses and amounts under the Trust Agreement shall be paid to the County.

**Section 7.4 Cooperation of the Parties.** The Corporation, the County, and the Trustee shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 7.1 of this Purchase and Use Agreement, in making the Net Proceeds available in accordance with Section 7.2 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the 2022 Real Property, the Facilities or any portion thereof and in the enforcement of all warranties relating to the 2022 Real Property or the Facilities. The Corporation hereby designates the County as its agent for the purpose of pursuing claims and making collections under such policies, such amounts to be held in trust and applied in accordance herewith. In no event shall the Corporation voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending



condemnation proceeding with respect to the 2022 Real Property, the Facilities or any portion thereof without the written consent of the County and the Trustee.

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## ARTICLE VIII

### DEFAULTS AND REMEDIES

**Section 8.1 Events of Default.** Each of the following events is hereby defined as, and declared to be and shall constitute, an “*Event of Default*”:

(a) failure by the County to make any payment required to be made pursuant to Section 4.1(b) hereof within five days after the same is due (provided, however, that any such failure by reason of an Event of Nonappropriation shall not result in an Event of Default under this provision);

(b) failure by the County to timely comply with the provisions of Section 2.4 hereof relating to partition and vacating of Facilities at the times required;

(c) failure by the County to make any payment required to be made pursuant to Sections 4.1(c), 4.2 or 4.4 hereof or under the provisions of the Base Lease within ten days after the same is due, except by reason of an Event of Nonappropriation;

(d) failure by the County to observe and perform any other covenant, condition, or agreement on its part to be observed or performed under this Purchase and Use Agreement for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the County by the Trustee;

(e) if any of the representations and warranties of the County hereunder shall prove to be false or misleading in any material respect as of the date such representations and warranties were made;

(f) the failure by the County promptly to stay or lift any execution, garnishment or attachment of such consequence as will, in the reasonable judgment of the Trustee, materially impair its ability to carry out its obligations under this Purchase and Use Agreement (provided that the County shall not be in default so long as it is diligently prosecuting a bona fide appeal from any such execution, garnishment or attachment); or

(g) if the County shall (i) apply for or consent to the appointment of a receiver, trustee, or the like of the County or of property of the County, (ii) admit in writing the inability of the County to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent, (v) commence a voluntary case under the United States Bankruptcy Code or file a voluntary petition seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law, or (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the United States Bankruptcy Code.

The foregoing provisions of this Section 8.1 are subject to the following provision: If, by reason of Force Majeure, the County shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the County contained in Articles IV and VI of this Purchase and Use Agreement, the County shall not be

deemed in default during the continuance of such inability. The County agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the County from carrying out its agreement, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County.

**Section 8.2 Remedies.** (a) Whenever any Event of Default referred to in Section 8.1 of this Purchase and Use Agreement shall have happened and be continuing, the Corporation (with written notice promptly given to the Trustee) and the Trustee shall terminate the term of this Purchase and Use Agreement and shall give notice to the County to vacate the Corporation Facilities no later than 60 days after the partition report becomes final in accordance with Section 2.4 hereof. Whenever an Event of Nonappropriation shall be deemed to occur, the term of this Purchase and Use Agreement shall terminate pursuant to Section 2.2(a) hereof and the County shall vacate and deliver over to the Trustee possession of the Corporation Facilities by the time specified in the third paragraph of Section 4.7(d) hereof.

(b) Subject to the terms of the Base Lease, the Trustee may also (i) take whatever action at law or in equity which may appear necessary or desirable to enforce its rights in and to the Facilities under this Purchase and Use Agreement or any of the other Security Documents, subject, however, to the limitations set forth herein, and (ii) exercise all the rights and remedies of a secured party under the State's Uniform Commercial Code with respect to any security interests subject thereto.

(c) In addition, the Trustee shall, at the direction of the Holders of the majority in aggregate principal amount of the Bonds then Outstanding, without any further demand or notice, and subject to the terms of the Base Lease, take one or both of the following additional remedial steps:

(i) The Trustee may liquidate its interest in this Purchase and Use Agreement or sell or assign its interest in the Base Lease; or

(ii) The Trustee may relet or assign its rights to the Corporation Facilities under such terms and conditions as it deems appropriate for the benefit of the Holders of the Bonds.

(d) Notwithstanding anything in this Purchase and Use Agreement to the contrary, (i) in the event of a termination of the County's interest in any portion of the Facilities and subsequent thereto the Trustee shall receive a payment for the transfer of its interest in this Purchase and Use Agreement or total rental payments for leasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the principal amount of the Bonds Outstanding at the time of the Event of Default or Event of Nonappropriation and the interest due and to become due thereon (with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the County by the Trustee its assigns or its lessee and (ii) the Trustee shall not be permitted to sell, lease or otherwise dispose of any interest in the Corporation Facilities following an Event of Nonappropriation until the Waiver Period has expired, unless such action is expressly subject to the rights of the Corporation, Trustee or the County, as the case may be, to waive such Event of Nonappropriation.

**Section 8.3 Limitations on Remedies.** A judgment requiring a payment of money may be entered against the County by reason of an Event of Default or Event of Nonappropriation only as to the County's liabilities described in Section 10.1 of this Purchase and Use Agreement.

**Section 8.4 Cumulative Rights.** No remedy conferred upon or reserved to the Corporation or the Trustee by this Purchase and Use Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Purchase and Use Agreement or now or hereafter existing at law or in equity or by statute. No waiver by the Corporation or the Trustee of any breach by the County of any of its obligations, agreements or covenants hereunder shall be deemed a waiver of any subsequent breach, or a waiver of any other obligation, agreement or covenant, and no delay or failure by the Corporation or the Trustee to exercise any right or power shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by the Corporation or the Trustee from time to time and as often as may be deemed expedient.

**Section 8.5 Discontinuance of Proceedings.** In case the Corporation or the Trustee shall have proceeded to enforce any right under this Purchase and Use Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Corporation or the Trustee, then and in every such case the County, the Corporation and the Trustee shall be restored respectively to their several positions and rights hereunder and all rights, remedies and powers of the County, the Corporation and the Trustee shall continue as though no such proceeding had been taken.

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## ARTICLE IX

### CONVEYANCE OF THE FACILITIES

#### Section 9.1 Optional Purchase of the Facilities.

(a) *Purchase in Full.* The County is hereby granted the option to terminate this Purchase and Use Agreement and to purchase the Corporation's interest in the Facilities not theretofore acquired by the County at any time upon payment by the County of the then applicable Purchase Option Price; provided, however, that no such termination shall relieve the County from its obligation to pay administrative expenses as provided in Section 4.4 hereof until the Series 2022 Bonds have been fully discharged and the Trust Agreement terminated. The County shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such purchase, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee. Upon the payment of the Purchase Option Price, the Corporation shall transfer and convey all its remaining interest in the Facilities to the County in the manner provided in Section 9.2 hereof.

(b) *Partial Prepayment of Installment Payments and Purchase.* From and after \_\_\_ 1, 20\_\_\_, the County is also granted the option to prepay Installment Payments on the due date of any Base Payments hereunder for the purpose of having such prepayments credited towards the Purchase Price of the Facilities. The County shall notify the Corporation and the Trustee of its intention to exercise this option, on or before the 45th day preceding the date of such prepayment, and shall provide funds for such prepayment or such other assurance thereof as may be acceptable to the Trustee.

#### Section 9.2 Manner of Conveyance.

(a) *Complete Conveyance.* At the closing of any purchase or other conveyance of all of the Facilities pursuant to Section 9.1 hereof, or at the conclusion of the term hereof by the payment of all amounts due hereunder, the Corporation and the Trustee shall execute and deliver to the County all necessary documents assigning, transferring and conveying all interest to the Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation, and the County, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the County.

(b) *Partial Conveyance Resulting from Partition.* Upon any conveyance under Section 2.4 hereof, the Corporation and the Trustee shall execute and deliver to the County all necessary documents assigning, transferring and conveying all interest in the County Facilities by an instrument terminating the Base Lease and this Purchase and Use Agreement with respect to the County Facilities and quit claim or special warranty deed, as the case may be, in the form as mutually agreed to by the Trustee, the Corporation and the County, subject to the following:

(i) Permitted Encumbrances, other than this Purchase and Use Agreement and the Trust Agreement;

(ii) all liens, encumbrances and restrictions created or suffered to exist by the Corporation and the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement or arising as a result of any action taken or permitted to be taken by the Corporation or the Trustee as required or permitted by this Purchase and Use Agreement or the Trust Agreement; and

(iii) any lien or encumbrance created by action or inaction of or consented to by the County.

Neither the Trustee nor the Corporation shall be responsible for the recordation of any deed or other instrument for such purposes.

(c) *Partial Conveyance Resulting from Partial Prepayment.* Any conveyance resulting from a partial prepayment under Section 9.1(b) hereof shall be made in the manner as all other conveyances with respect to payments on each Bond Payment Date.

\* \* \*

## ARTICLE X

### MISCELLANEOUS

#### **Section 10.1 Limitation of Liability of the Corporation and the County.**

Notwithstanding any other provision of this Purchase and Use Agreement, in the event of any default, including an Event of Default as to the County, by either the Corporation or the County hereunder or under the Trust Agreement, any liability of the Corporation or the County shall be enforceable only out of its respective interest in the Base Lease and under this Purchase and Use Agreement and the moneys to be paid by the County through the later of the end of the Fiscal Year as to which Base Payments have been appropriated for or the conclusion of any holdover term as provided in Section 2.3 hereof, and there shall be no recourse for any claim based on this Purchase and Use Agreement, the Trust Agreement, or the Bonds, against any other property or moneys of the Corporation or the County or against any officer or employee, past, present or future, of the Corporation or the County or any successor body as such, either directly or through the Corporation or the County or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, and the liability of the Corporation and the County shall be limited to its interests in the Base Lease and interests under this Purchase and Use Agreement and the moneys to be paid by the County hereunder through the later of the end of the Fiscal Year as to which Base Payments have been appropriated therefor or the conclusion of any holdover term as provided in Section 2.3 hereof, and the lien of any judgment shall be restricted thereto, and there shall be no other recourse by the County against the Corporation or the Corporation against the County or any of the property now or hereafter owned by it or either of them.

**Section 10.2 Surrender of Possession Upon Termination.** Upon termination hereof or upon termination of all rights of the County hereunder, either by reason of an Event of Default or an Event of Nonappropriation, the County covenants that it will deliver or cause to be delivered peaceable possession of such of the Facilities as are determined under Section 2.4 hereof to be Corporation Facilities together with the related portion of the 2022 Real Property without delay, upon demand made by the Corporation or the Trustee, in good repair and operating condition, excepting reasonable wear and tear and damage, injury or destruction by fire or other casualty which, under the terms hereof, shall not have been repaired, reconstructed or replaced.

**Section 10.3 Notices.** Notices hereunder shall be given to the addresses shown below or to such other address as shall be filed in writing with the parties hereto as follows:

If to the County:

Anderson County, South Carolina  
Attn: County Administrator  
101 South Main Street  
Anderson, SC 29624

If to the Corporation:

Anderson County Detention Facilities Corporation  
Attn: President  
101 South Main Street  
Anderson, SC 29624  
(with copy to the County as described above)

If to the Trustee:

Regions Bank  
Attn: Corporate Trust Department  
1180 West Peachtree Street, Suite 1200  
Atlanta, GA 30309

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, the County, or the Trustee to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

**Section 10.4 Assignment.** Except as expressly provided in the Trust Agreement and the provisions of Section 4.5 hereof, this Purchase and Use Agreement may not be assigned by either of the parties hereto without the written consent of the other party hereto and the written consent of the Trustee. Except as provided in Section 8.2 hereof and the provisions of Articles VI and VII of the Trust Agreement, the Trustee shall not be permitted to further assign its interest in this Purchase and Use Agreement. Any assignment in contravention hereof shall be void.

**Section 10.5 Severability.** In case any provision of this Purchase and Use Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, by any court or administrative body of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and this Purchase and Use Agreement shall be construed as if such provision had never been contained herein.

**Section 10.6 Amendments.** The County and the Corporation may, with the prior consent of the Trustee pursuant to Section 11.1 of the Trust Agreement, but without the consent of the Holders of any Bonds, enter into any amendments hereto at any time for any of the following purposes:

- (a) To cure any ambiguity, defect, or omission herein or in any amendment hereto;
- (b) To grant to or confer upon the Corporation any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon it;
- (c) To add to the covenants and agreements of the County herein contained, or to surrender any right or power herein reserved to or conferred upon the County;



(d) To increase the Base Payments hereunder to enable the County to proceed to acquire and install additional assets in addition to the Facilities or modify the Base Payments hereunder in connection with the issuance of Additional Bonds under the Trust Agreement or the redemption, refunding or defeasance of a series of Bonds; or

(e) To reflect a change in applicable law.

The County and the Corporation may, with notice to but without the prior consent of the Trustee, and without the consent of the Holder of any Bond, enter into any amendments hereto at any time and from time to time (i) in connection with the issuance of the Series 2022 Bonds, (ii) to add Additional Real Property to the description in Exhibit A hereto, consistent with amendments made pursuant to Section 3.1 of the Base Lease, (iii) under the conditions specified in Section 5.1(c) hereof, to add, delete or modify the 2022 Real Property in connection with a release or substitution (as applicable) of other 2022 Real Property, (iv) to release property from the description of the 2022 Real Property described in Exhibit A hereto, consistent with a termination of the Base Lease pursuant to Section 3.6 of the Base Lease, or (v) to revise the description of Permitted Encumbrances specified in Exhibit C hereto in connection with the foregoing amendments.

Notwithstanding anything herein to the contrary, the parties hereto may execute such supplement to this Purchase and Use Agreement as may be necessary or desirable (with the advice of Bond Counsel) to correct the description of the 2022 Real Property or Permitted Encumbrances applicable thereto in connection with such an amendment to the Base Lease and cause such supplement or a short form and summary thereof to be recorded in appropriate official records.

All other amendments must be approved, if and to the extent required by the Trust Agreement, by the Trustee, and the Holders of the Bonds.

All amendments hereto or to the Exhibits to this Purchase and Use Agreement shall require an opinion of Bond Counsel to the effect that such amendment is permitted hereunder and under the laws of the State and will not adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on the Bonds.

**Section 10.7 Successors and Assigns.** All covenants, promises and agreements contained in this Purchase and Use Agreement by or on behalf of or for the benefit of the County or the Corporation, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**Section 10.8 Applicable Law.** This Purchase and Use Agreement shall be governed by, and interpreted under, the laws of the State.

**Section 10.9 Recordation.** At the option of the Corporation this Purchase and Use Agreement or a short form and summary hereof may be recorded in appropriate official records.

\* \* \*

*(Signature Pages Follow)*

WITNESS the due execution of this Purchase and Use Agreement effective as of [Closing Date].

**ANDERSON COUNTY, SOUTH  
CAROLINA**

(SEAL)

Witnesses

By: \_\_\_\_\_  
[Name, Title]

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

Attest:

\_\_\_\_\_  
[Name, Title]

**ANDERSON COUNTY DETENTION  
FACILITIES CORPORATION**

(SEAL)

Witnesses

By: \_\_\_\_\_  
[Name, Title]

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

Attest:

\_\_\_\_\_  
[Name, Title]

STATE OF SOUTH CAROLINA     )  
                                                          )  
COUNTY OF ANDERSON         )           PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he is not a party to or beneficiary of the transaction and that (s)he saw Anderson County, South Carolina, by [Name], its [Title], its duly authorized officer, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

\_\_\_\_\_  
Witness

SWORN TO AND SUBSCRIBED BEFORE ME  
this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public for South Carolina  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA     )  
                                                          )  
COUNTY OF ANDERSON         )           PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath says that (s)he is not a party to or beneficiary of the transaction and that (s)he saw Anderson County Detention Facilities Corporation, by [Name], its [President], its duly authorized officer, sign, seal and as its act and deed, deliver the foregoing Installment Purchase and Use Agreement, and that (s)he together with the other witness subscribed above, witnessed the execution thereof.

\_\_\_\_\_  
Witness

SWORN TO AND SUBSCRIBED BEFORE ME  
this \_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public for South Carolina  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF THE 2022 REAL PROPERTY**

[Insert Description Prior to Execution]

## **EXHIBIT B**

### **DESCRIPTION OF FACILITIES**

The Facilities will consist of jail facilities with 750-cells and related improvements and infrastructure to be located on the 2022 Real Property. For the avoidance of doubt, the Facilities will not include property, vehicles, and equipment not purchased by the County from the proceeds of the Series 2022 Bonds.

## **EXHIBIT C**

### **PERMITTED ENCUMBRANCES**

1. Base Lease Agreement from Anderson County, South Carolina to Anderson County Detention Facilities Corporation dated [\_\_\_\_], 2022, and recorded on [\_\_\_\_], 2022, in Anderson County Register of Deeds Office in Book [\_\_\_\_], page [\_\_\_\_].
2. Installment Purchase and Use Agreement between Anderson County Detention Facilities Corporation and Anderson County, South Carolina dated [\_\_\_\_], 2022, and recorded on [\_\_\_\_], 2022, in Anderson County Register of Deeds Office in Book [\_\_\_\_], page [\_\_\_\_].
3. UCC-1 Financing Statement with Addendum reflecting Anderson County Detention Facilities Corporation as debtor and Regions Bank as secured party recorded on [\_\_\_\_], 2022, in Anderson County Register of Deeds Office in Book [\_\_\_\_], page [\_\_\_\_].
4. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey of the 2022 Real Property, shown by the public records, or specifically listed in the title policy issued with respect to this transaction.

**EXHIBIT D**

**BASE PAYMENTS SCHEDULE**



## **EXHIBIT E**

### **VALUATION OF FACILITIES**

<u>Facilities</u>	Expected Insured Values as of Date of Execution and <u>Delivery of Agreement</u>
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*[Facilities Transfer Table on Following Page]*



**EXHIBIT F**

**[FORM OF CONTINUING DISCLOSURE UNDERTAKING][FORM OF DISCLOSURE  
COVENANT]**

## DESCRIPTION OF THE 2022 REAL PROPERTY

The Authorized Officer is authorized and directed to obtain a current legal description or recorded plat of the 2022 Real Property and include the same as an exhibit to the Base Lease prior to the execution thereof.

TRUST AGREEMENT

between

ANDERSON COUNTY DETENTION FACILITIES CORPORATION

and

REGIONS BANK,  
as Trustee

---

\$(PAR A)  
ANDERSON COUNTY DETENTION FACILITIES CORPORATION  
INSTALLMENT PURCHASE REVENUE BONDS  
(ANDERSON COUNTY JAIL PROJECT)  
SERIES 2022A

\$(PAR B)  
ANDERSON COUNTY DETENTION FACILITIES CORPORATION  
INSTALLMENT PURCHASE REVENUE BONDS  
(ANDERSON COUNTY JAIL PROJECT)  
TAXABLE SERIES 2022B

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Dated as of [Closing Date]

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## TRUST AGREEMENT

This TRUST AGREEMENT dated as of [Closing Date] (this “**Trust Agreement**”) is made by and between the ANDERSON COUNTY DETENTION FACILITIES CORPORATION (the “**Corporation**”), a South Carolina nonprofit corporation, and Regions Bank, an Alabama banking corporation, as trustee (the “**Trustee**”).

### WITNESSETH

WHEREAS, Anderson County, South Carolina (the “**County**”) is simultaneously herewith entering into a Base Lease Agreement dated of even date herewith (the “**Base Lease**”) with the Corporation, pursuant to which the County is leasing to the Corporation the 2022 Real Property in consideration for the Corporation agreeing to undertake the 2022 Project (as defined in the hereinafter defined Purchase and Use Agreement);

WHEREAS, the Corporation is simultaneously herewith entering into an Installment Purchase and Use Agreement with the County dated of even date herewith (the “**Purchase and Use Agreement**”) pursuant to which, subject to Section 3.1(b) of the Purchase and Use Agreement, the Corporation has agreed to undertake the 2022 Project (as defined in the Purchase and Use Agreement) with respect to the Facilities, and the County has agreed to purchase the Facilities from the Corporation under the provisions of the Purchase and Use Agreement in consideration for which the County will be entitled to occupy the Facilities in accordance with the terms of the Purchase and Use Agreement;

WHEREAS, the Corporation desires to issue its (i) \$[PAR A] principal amount Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2022A (the “**Series 2022A Bonds**”) and (ii) \$[PAR B] principal amount Installment Purchase Revenue Bonds (Anderson County Jail Project), Taxable Series 2022B (the “**Series 2022B Bonds**”) and together with the Series 2022A Bonds, the “**Series 2022 Bonds**”), pursuant to this Trust Agreement, in order to provide funds, together with other available amounts, (i) to defray the cost of the 2022 Project, and (ii) to pay costs related to the issuance of the Series 2022 Bonds;

WHEREAS, the Corporation desires to enter into this Trust Agreement in order to prescribe the terms and conditions of the Series 2022 Bonds and the security therefor and to provide for the issuance of one or more series of Additional Bonds (as defined herein) (the Additional Bonds together with the Series 2022 Bonds, are referred to herein as the “**Bonds**”) to be secured under the terms hereof on a parity with the Series 2022 Bonds, and the Corporation and the Trustee are each authorized to execute and deliver this Trust Agreement and to do or cause to be done all acts provided or required herein to be performed on their respective parts;

WHEREAS, the Bonds are and will be secured by this Trust Agreement, and the Corporation and the Trustee are each authorized to execute and deliver this Trust Agreement and to do or cause to be done all acts provided or required herein to be performed on their respective parts;

WHEREAS, as the source of payment and security for the Bonds, the rights of the Corporation (except for the hereinafter defined Reserved Rights) under the Purchase and Use Agreement, including certain of the payments to be made by the County thereunder, are being assigned to the Trustee hereunder; and

WHEREAS, the Trustee has accepted the trusts created by this Trust Agreement, and in evidence thereof has joined in the execution hereof.

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that to secure the payment of the principal of, premium, if any, and interest on the Bonds, to secure the performance and observance of all the covenants, agreements, obligations and conditions contained therein and herein; and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be executed, delivered, held, secured and enforced; and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Holders thereof, and for other good and valuable consideration, the receipt of which is acknowledged, the Corporation has executed and delivered this Trust Agreement and absolutely assigns hereby and grants a security interest herein to the Trustee, and its successors in trust and assigns, all of the following described collateral, whether presently owned or subsequently acquired by the Corporation (the “*Trust Estate*”):

## GRANTING CLAUSES

### Granting Clause First

All right, title and interest of the Corporation in the Revenues (as defined herein), including, without limitation, all Installment Payments (as defined in the Purchase and Use Agreement) and other amounts receivable by or on behalf of the Corporation under the Purchase and Use Agreement; subject to certain reserved rights described in Sections 4.2, 4.4, 4.5, and 5.5 of the Purchase and Use Agreement, as described and referenced in Section 4.5 thereof (the “*Reserved Rights*”).

### Granting Clause Second

All of the Corporation’s right, title, and interest in and to the Facilities, the Purchase and Use Agreement (except for the Reserved Rights), the Base Lease and the property rights evidenced thereby in the 2022 Real Property, and in the Facilities, including all of the right, title, and interest of the Corporation in and to (i) the rents, issues, profits, revenues, income, receipts, moneys, royalties, rights, and benefits of and from the 2022 Real Property, and from and in connection with the Corporation’s ownership of the Facilities, without limiting the generality of the foregoing, rents and revenues under any and all leases of the 2022 Real Property or the Facilities or any agreement for the operation or management of the 2022 Real Property or the Facilities, and (ii) all leases of all or part of the Facilities or the 2022 Real Property hereafter made, executed, or delivered, whether oral or written, together with any and all renewals, extensions, and modifications thereof and any guarantees of the lessees’ obligations thereof and any and all tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts, and other contracts, licenses, and permits now or hereafter affecting the Facilities, the 2022 Real Property or any part thereof.

### Granting Clause Third

All of the Corporation’s rights with respect to any insurance or condemnation proceeds with respect to the Facilities, the 2022 Real Property or any portion thereof, and the proceeds of any other collateral granted hereunder or assigned hereby as security for the Bonds.

Granting Clause Fourth

All moneys and investments in the funds and accounts created pursuant to this Trust Agreement (except such funds or accounts as may be created exclusively for the payment of arbitrage rebate related to the Bonds) and all income thereon.

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions hereof, and subject to the Bonds provided for herein and the Purchase and Use Agreement, except as provided otherwise herein, for the equal and proportionate benefit, security and protection of all present and future Holders of the Bonds executed and delivered under and secured by this Trust Agreement; for the enforcement of the payment of Installment Payments by the County when payable, according to the true intent and meaning thereof and of this Trust Agreement (including without limitation the payment of fees and expenses of the Trustee); and to secure the performance and observance of, and compliance with the covenants, agreements, obligations, terms and conditions of, this Trust Agreement, in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other Bond by reason of series designation, number, date of the Bond or of authorization, sale, execution, delivery or maturity thereof, or otherwise, so that each of the Bonds shall have the same right, lien and privilege under this Trust Agreement as all other Bonds and shall be secured equally and ratably hereby, it being intended that the lien and security of this Trust Agreement shall take effect from the date hereof, without regard to the date of the actual execution, delivery, sale or disposition of the Bonds as though upon that date all of the Bonds were actually executed, sold and delivered to purchasers for value; *provided, however*, that the amounts on deposit in the subaccounts, if any, of the Acquisition Account (defined herein) and Reserve Account (defined herein) established for a particular series of Bonds shall be available solely for the benefit of such series (and for no other series) of Bonds; and *provided, further*, that (i) if the principal of the Bonds and premium, if any, and the interest due or to become due with respect thereto shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof; and (ii) if all of the covenants, agreements, obligations, terms and conditions of the Corporation under this Trust Agreement shall have been kept, performed and observed and there shall have been paid to the Trustee, as such and as the Paying Agent (as defined herein), all sums of money due or to become due to it in accordance with the terms and provisions hereof, *then*, this Trust Agreement and the rights assigned hereby shall cease, determine and be void with respect to the Bonds, except as provided in Section 9.2 hereof with respect to the survival of certain provisions hereof; otherwise, this Trust Agreement shall be and remain in full force and effect.

It is declared that all Bonds executed and delivered hereunder and secured hereby are to be executed, authenticated, and delivered, and that all property assigned hereby is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses, and purposes provided in this Trust Agreement. The Corporation and the Trustee have each agreed and covenanted, and agree and covenant with each other and with each and all Holders, as follows:

## ARTICLE I DEFINITIONS

**Section 1.1 Definitions.** Terms used herein without other definition shall have the meanings provided therefor in the Purchase and Use Agreement unless the context or use clearly indicates another meaning or intent. In addition, the following words and terms shall have the meanings set forth below unless the context or use clearly indicates another meaning or intent:

**“2022A Cost of Issuance Fund”** means the account of that name created pursuant to Section 5.2 hereof.

**“2022B Cost of Issuance Fund”** means the account of that name created pursuant to Section 5.2 hereof.

**“2022 Project”** has the meaning given such term in the Purchase and Use Agreement.

**“2022A Project Fund”** means the account of that name created pursuant to Section 5.2 hereof.

**“2022A Project Fund”** means the account of that name created pursuant to Section 5.2 hereof.

**“2022 Real Property”** has the meaning given such term in the Base Lease.

**“Acquisition Account”** means the account of such name within the Bond Fund established pursuant to Section 5.5 hereof.

**“Additional Ancillary Projects”** means improvements acquired, developed and constructed with proceeds of Additional Bonds, but not made subject to the Base Lease or the Purchase and Use Agreement.

**“Additional Bonds”** means any Bonds issued pursuant to this Trust Agreement after the issuance of the Series 2022 Bonds and secured by the Trust Estate on a parity with the Series 2022 Bonds, if the Series 2022 Bonds are then Outstanding, under the terms of this Trust Agreement.

**“Additional Facilities”** means any facilities of the County acquired, constructed, or improved by the Corporation with the proceeds of Additional Bonds or other moneys and made subject to the Purchase and Use Agreement and the Base Lease.

**“Additional Payments”** has the meaning given such term in the Purchase and Use Agreement.

**“Additional Real Property”** means any real property in addition to the 2022 Real Property that is or will become the site of Additional Facilities.

**“Administrative Fee”** means any program or other similar fees (including but not limited to annual facilities review fees) any other fees and expenses of the Corporation or the Trustee

(including legal fees and expenses), in each case in connection with the Bonds, this Trust Agreement, the Purchase and Use Agreement or the Base Lease.

**“Authorized Financial Representative”** means such person designated by the County as being authorized to act as the Corporation’s agent to provide directions with respect to the investment or reinvestment of amounts held by the Trustee in funds and accounts established under this Trust Agreement, which designation shall be evidenced by a written certificate or letter signed by the Chairman or the County Administrator delivered to the Trustee and may be revoked, rescinded or replaced by a similar certificate or letter at any time.

**“Base Lease”** means the Base Lease Agreement dated of even date herewith, between the County and the Corporation, as it may be amended and supplemented from time to time.

**“Base Payments”** shall have the meaning set forth in the Purchase and Use Agreement.

[**“Beneficial Owner”** means any purchaser who acquires a beneficial ownership interest in a Bond held by the Securities Depository. In determining any Beneficial Owner, the County, the Corporation, the Trustee and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Corporation, the Trustee and the Paying Agent, as the case may be, by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository or its Participants in which a beneficial ownership interest is claimed.]

**“Bond”** or **“Bonds”** means the Series 2022 Bonds and any Additional Bonds issued and secured under the terms hereof.

**“Bond Counsel”** means a firm of nationally recognized bond counsel experienced in matters relating to the issuance of obligations of states or political subdivisions thereof.

**“Bond Fund”** means the Bond Fund established pursuant to Section 5.5 hereof.

**“Bond Payment Date”** means any Interest Payment Date or Principal Payment Date.

[**“Book-Entry Form”** or **“Book-Entry System”** means with respect to a Series of Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in such Bonds may be transferred only through a book-entry and (ii) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as Holder, with the physical Bonds “immobilized” in the custody of or pursuant to the rules of the Securities Depository. The book-entry maintained by the Securities Depository is the record that identifies the owners of participatory interests in the Bonds, when subject to the Book-Entry System.]

**“Business Day”** shall mean any day of the week other than Saturday, Sunday or a day which shall be in the State or the state in which the principal office of the Trustee is located a legal holiday or a day on which banking corporations are authorized or obligated by law or executive order to close or a day on which the New York Stock Exchange is closed.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Code and sections of the Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any

successor provisions to those sections, regulations, temporary regulations or proposed regulations.

**“Corporation”** means the Anderson County Detention Facilities Corporation, a South Carolina nonprofit corporation, and its successors and assigns.

**“Corporation Representative”** means the President or the Treasurer and also any person or persons from time to time designated to act on behalf of the Corporation in matters relating to the Base Lease, the Purchase and Use Agreement and this Trust Agreement as evidenced by a written certificate furnished to the County and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Corporation Representative.

**“Council”** means the County Council of the County, as the governing body of the County, and any successor body.

**“Counsel”** means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the County or the Corporation.

**“County”** means Anderson County, South Carolina.

**“County Representative”** means the Chairman of County Council or the County Administrator and also any person or persons from time to time designated to act on behalf of the County in matters relating to the Base Lease, the Purchase and Use Agreement, or this Trust Agreement as evidenced by a written certificate furnished to the Corporation and the Trustee containing the specimen signature of such person or persons and signed on behalf of the County by the Chairman or Vice Chairman of the County or the County Administrator. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the County Representative.

**“Defeasance Obligations”** means (a) cash; or (b) non-callable: (i) Government Obligations; (ii) evidences of ownership of a proportionate interest in specified Government Obligations, which Government Obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian; (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds (based upon a rating issued by at least one nationally recognized credit rating organization) of the State, its institutions, agencies, school districts and political subdivisions.

**“Event of Default”** means an Event of Default under Section 7.1 hereof.

**“Event of Nonappropriation”** has the meaning given such term in the Purchase and Use Agreement.

**“Extraordinary Services”** and **“Extraordinary Expenses”** means all services rendered and all expenses incurred by the Trustee (including attorneys’ fees and costs) under this Trust Agreement, other than Ordinary Services and Ordinary Expenses.

**“Facilities”** shall have the meaning set forth in the Purchase and Use Agreement.

**“Favorable Opinion of Bond Counsel”** means, with respect to any requested action under this Trust Agreement, an opinion of Bond Counsel, addressed to the Corporation, the Trustee and the County, to the effect that such action is (i) authorized or permitted under this Trust Agreement and (ii) will not impair the exclusion of interest on Bonds issued as tax-exempt obligations from gross income for purposes of federal income taxation or the exemption of interest on Bonds issued as obligations the interest on which is intended to be exempt from State personal income taxation under the laws of the State (subject to customary exceptions).

**“Fiscal Year”** shall have the meaning set forth in the Purchase and Use Agreement.

**“Government Obligations”** means any of the following:

- (1) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged;
- (2) obligations, the payment of the principal (if any), or the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; and
- (3) obligations issued by the Federal Home Loan Bank and/or the Federal National Mortgage Association as permitted by Section 6-5-10(a)(2) of the South Carolina Code, as amended.

**“Holder”** or **“Holder of a Bond”** or **“Bondholder”** means the Person in whose name a Bond is registered on the Register.

**“Installment Payments”** means the amounts required to be paid to the Corporation by the County pursuant to Sections 4.1, 4.2, and 4.4 of the Purchase and Use Agreement.

**“Interest Payment Date”** means [April 1 and October 1 of each year, beginning October 1, 2023], while there are any unpaid or Outstanding Bonds.

[**“Moody’s”** means Moody’s Investors Service Inc., and its successors or assigns.]

**“Ordinary Services”** and **“Ordinary Expenses”** means those services normally rendered, and those expenses normally incurred, by a trustee, registrar or paying agent under instruments similar to this Trust Agreement.

**“Outstanding”** or **“outstanding,”** when used with reference to the Bonds, means, as of the applicable date, all the Bonds which have been executed and delivered, or which are being delivered by the Trustee under this Trust Agreement, except:

- (1) Bonds cancelled upon surrender, exchange or transfer, or cancelled because of payment or redemption on or prior to that date;
- (2) Bonds, or the portions thereof, for the payment, redemption or purchase for cancellation of which sufficient money has been deposited and credited with the



Trustee pursuant to the provisions of this Trust Agreement on or prior to that date for that purpose (whether upon or prior to the maturity date of those Bonds);

- (3) Bonds or the portion thereof, which are deemed to have been paid and discharged or caused to have been paid and discharged pursuant to the provisions of this Trust Agreement; and
- (4) Bonds in lieu of which others have been executed and delivered under Section 3.12 of this Trust Agreement.

[“**Participant**” means any bank, brokerage house or other financial institution for whom, from time to time, the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.]

“**Paying Agent**” means the Trustee acting in that capacity.

“**Permitted Investments**” means shall mean, within the limitations set forth herein, any investments now or hereafter permitted under Section 6-5-10 of the South Carolina Code, or any successor or similar statute, and shall also include the South Carolina Pooled Investment Fund established at Sections 6-6-10 to 6-6-40 of the South Carolina Code or any successor or similar statute permitted by the Holders.

“**Person**” or words importing “**persons**” means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“**Principal Payment Date**” means [October 1 of each year, beginning October 1, 2023], while there are any unpaid or Outstanding Bonds.

“**2022A Project Fund**” means the 2022A Project Fund established pursuant to Section 5.2 hereof.

“**2022B Project Fund**” means the 2022B Project Fund established pursuant to Section 5.2 hereof.

“**Purchase and Use Agreement**” means the Installment Purchase and Use Agreement dated of even date herewith, between the Corporation, as seller, and the County, as buyer, as the same may be amended and supplemented from time to time.

“**Record Date**” means either a Regular Record Date or a Special Record Date as the case may be.

“**Register**” means the books kept and maintained by the Trustee for registration and transfer of Bonds pursuant to Section 3.13 hereof.

“**Regular Record Date**” means, with respect to any Bond, the fifteenth day of the month next preceding a Bond Payment Date applicable to such Bond.

**“Reserve Account”** means the account of such name within the Bond Fund established pursuant to Section 5.5 hereof.

**“Reserve Requirement”** means (i) with respect to the Series 2022 Bonds, \$0.00, and (ii), with respect to any series of Additional Bonds, such reserve requirement set forth in the Supplemental Agreement authorizing the issuance of such series of Additional Bonds.

**“Reserve Surety”** has the meaning given such term in Section 5.5(g) hereof.

**“Reserved Rights”** means the Corporation’s rights pursuant to Sections 4.2, 4.4, and 5.5 of the Purchase and Use Agreement, to receive indemnification and other payments and its right to receive certain notices thereunder.

**“Revenues”** means, with respect to the Bonds, (i) the Installment Payments under the Purchase and Use Agreement, (ii) all other moneys received or to be received by the Trustee under the Purchase and Use Agreement from the lease, sale, or other disposition of the Facilities or the 2022 Real Property, (iii) any monies and investments in the Bond Fund (including the Acquisition Account and the Reserve Account), and (iv) all income and profit from the investment of the foregoing moneys.

[**“S&P”** means Standard & Poor’s Global Ratings, a division of S&P Global, Inc., and its successors or assigns.]

[**“Securities Depository”** means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds, in Book-Entry Form, and includes and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.]

[**“Securities Depository Nominee”** means, with respect to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Bonds shall be registered on the Register during the time such Bonds are held under a Book-Entry System through such Securities Depository.]

**“Series 2022A Bonds”** means the \$[PAR A] Installment Purchase Revenue Bonds (Anderson County Jail Project), Series 2022A, of the Corporation, dated the date of their delivery, and authorized by and secured under this Trust Agreement.

**“Series 2022B Bonds”** means the \$[PAR B] Installment Purchase Revenue Bonds (Anderson County Jail Project), Taxable Series 2022B, of the Corporation, dated the date of their delivery, and authorized by and secured under this Trust Agreement.

**“Series 2022 Bonds”** means any or all of the Series 2022A Bonds and the Series 2022B Bonds.

**“Special Record Date”** means, with respect to any Bond, the date established by the Trustee in connection with the payment of overdue interest on that Bond pursuant to Section 3.5 hereof.

**“Sole Holder”** means \_\_\_\_\_, or its successor by merger, for so long as it shall remain the sole Holder of the Series 2022 Bonds.]

**“South Carolina Code”** means the Code of Laws of South Carolina 1976, as from time to time amended.

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

**“Supplemental Agreement”** means any agreement supplemental to this Trust Agreement entered into between the Corporation and the Trustee in accordance with Article VIII hereof.

**“Tax Certificate”** means the tax certificate of the County and the Corporation dated the date of the initial delivery of the Series 2022A Bonds, and for any Additional Bonds, the tax certificate delivered in connection therewith.

**“Trust Agreement”** means this Trust Agreement dated as of [Closing Date] by and between the Corporation and the Trustee, as the same may be supplemented and amended from time to time by any Supplemental Agreement.

**“Trust Estate”** means the Trust Estate described in the Granting Clauses hereto.

**“Trustee”** means Regions Bank, an Alabama banking corporation, or any successor Trustee that may become the Trustee pursuant to the applicable provisions of this Trust Agreement.

**“Underwriter”** means [Name of Underwriter], as Underwriter.]

**Section 1.2 Interpretation.** Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the South Carolina Code, the Code, or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph, if it constitutes in any way an impairment of the rights or obligations of the County, the Corporation, the Holders, or the Trustee under this Trust Agreement, the Bonds, the Base Lease, the Purchase and Use Agreement or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay principal, premium, if any, or interest on the Bonds in the amount and manner, at the times, and from the sources provided in this Trust Agreement, except as permitted herein.

Unless the context indicates otherwise, words implying the singular number include the plural number, and vice versa. The terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” “hereinafter” and similar terms refer to this Trust Agreement; and the term “hereafter” means after, and the term “heretofore” means before the date of this Trust Agreement. Words of any

gender generally include the correlative words of the other gender, unless the sense indicates otherwise.

References to sections, articles, or exhibits, unless otherwise indicated, are to sections and articles of or exhibits to this Trust Agreement.

**Section 1.3 Captions and Headings.** The captions and headings in this Trust Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses hereof. Three asterisks mark the end of each Article.

\* \* \*

## ARTICLE II

### RECITALS AND REPRESENTATIONS

**Section 2.1 Base Lease and Purchase and Use Agreement.** The Corporation and the County have entered into (i) the Base Lease, pursuant to which the County has leased its interest in the 2022 Real Property to the Corporation, and (ii) the Purchase and Use Agreement, pursuant to which the County has arranged with the Corporation for the construction, acquisition, installation, and equipping of the 2022 Project and for the sale to and use and occupancy by the County of the Facilities, subject to Section 3.1 of the Purchase and Use Agreement.

**Section 2.2 Installment Payments.** Under the Purchase and Use Agreement, the County is obligated to pay to the Corporation or its assigns during the term thereof Installment Payments, subject to the occurrence of an Event of Nonappropriation as set forth in Section 4.7 of the Purchase and Use Agreement, and subject to the County's right to exercise its purchase option as set forth in Section 9.1 of the Purchase and Use Agreement.

**Section 2.3 Assignment and Conveyance.** (a) For the purpose of securing the payment of the Bonds, the Corporation has assigned, and granted a security interest in, the Trust Estate to the Trustee under the granting clauses hereto. The Corporation hereby represents and confirms that it has full legal power and authority to assign the Trust Estate as enumerated in the granting clauses hereto and that no assignment thereof has been made except to the Trustee. Notwithstanding anything in this Trust Agreement to the contrary, the Corporation shall be required to take any action required of it pursuant to the Purchase and Use Agreement, the Base Lease and any other contracts or agreements for which the Corporation's rights thereunder have been assigned to the Trustee as part of the Trust Estate, unless the Trustee is acting on behalf of the Corporation pursuant to such assignment.

(b) The Corporation and the Trustee intend for this Trust Agreement to be a security agreement within the meaning of the Uniform Commercial Code as adopted by the State (the "UCC"). The intent of the Corporation is to provide to the Trustee, to the fullest extent that the Trust Estate now or hereafter may be subject to a security interest under the UCC, the security interest in the Trust Estate including all presently-owned, or after-acquired property constituting all or a portion of the Trust Estate. The Corporation agrees to prepare, execute (as applicable) and file all initial financing statements necessary to perfect this security interest or other statutory liens held by the Trustee, to the extent required by applicable law. The Trustee shall not be responsible for filing or for the sufficiency or accuracy of any financing statements initially filed to perfect security interests granted under this Trust Agreement. The Trustee shall file continuation statements with respect to each UCC financing statement relating to the Trust Estate filed at the time of the issuance of any Bonds; provided that a copy of the filed initial financing statement is timely delivered to the Trustee. In addition, unless the Trustee is notified in writing by the Corporation or Bond Counsel that any such initial filing or description of collateral contained therein was or has become defective, the Trustee shall be fully protected in (a) relying on such initial filing and descriptions in filing any financing or continuation statements thereto pursuant to this Section and (b) filing any continuation statements in the same filing offices as the initial filings were made. The customary fees charged by the Trustee for the preparation and filing of continuation statements and the reasonable costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder shall be paid by the County as an

Additional Payment pursuant to the Purchase and Use Agreement. The Trustee shall prepare and file any extensions, continuations or renewals thereof, as may be required to continue the perfection of this security interest or other statutory liens held by the Trustee, to the extent required by applicable law. With respect to any of the Trust Estate in which a security interest is not perfected by the filing of a financing statement, the Corporation consents and agrees to undertake, and the Trustee agrees to cooperate fully with the Corporation using commercially reasonable efforts, to perfect the security interest granted to the Trustee in the Trust Estate. During the term of the Purchase and Use Agreement, the Trustee may exclusively rely on the County to operate and maintain the Facilities and the 2022 Real Property in accordance with all laws, ordinances, rules, and regulations, including without limitation, Environmental Laws.

(c) The Corporation and the Trustee intend for this Trust Agreement to be a collateral assignment of all rents, leases, issues, and profits created by, or arising out of any right, title, or interest of the Corporation in the Trust Estate, including without limitation, all leases, rents, issues, and profits arising out of the Base Lease, the Purchase and Use Agreement, and any future lease or leases now or hereinafter entered into by the Corporation.

**Section 2.4 Powers and Trusts Granted.** All acts, conditions and things required by law to exist, happen, and be performed precedent to and in connection with the execution and entering into of this Trust Agreement have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Trust Agreement.

**Section 2.5 Other Security Documents.** The Corporation shall cause this Trust Agreement (or an assignment agreement of the Corporation in favor of the Trustee, in lieu hereof) and any financing statements relating hereto, to be filed, in such manner and at such places as may be required by law fully to protect the security of the Holders of the Bonds and the right, title, and interest of the Trustee in and to the Facilities, the 2022 Real Property, and the Trust Estate created by this Trust Agreement or any part thereof. The Corporation will cause the Base Lease, the Purchase and Use Agreement, and any related instruments or documents, to be recorded and filed in the manner and in the places which may be required by law in order to preserve and protect fully the security of the Holders and the rights of the Trustee hereunder. The Corporation shall execute or cause to be executed any and all further instruments as may be necessary for such protection of the interests of the Holders of the Bonds until the principal of and interest of the Bonds issued hereunder shall have been paid. The Trustee shall execute or join in the execution of any such further or additional instrument and file or join in the filing thereof at such time or times and in such place or places as may be requested by the Corporation in writing to perfect and to preserve the Trust Estate created by this Trust Agreement or any part thereof until the Bonds shall have been paid or discharged in the manner hereinafter provided.

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## ARTICLE III

### AUTHORIZATION AND TERMS OF BONDS

#### **Section 3.1 Principal Amount of Series 2022 Bonds; Designation of Series 2022 Bonds; Conditions to Delivery.**

(a) Pursuant to the provisions of this Trust Agreement, there are hereby authorized to be issued one or more series of Bonds of the Corporation. Upon the execution and delivery hereof, there is hereby authorized (i) an initial series of Bonds in the aggregate principal amount of \$[PAR A] to be designated “Anderson County Detention Facilities Corporation Installment Purchase Revenue Bonds (Anderson County Detention Facilities Project), Series 2022A” and (ii) an initial series of Bonds in the aggregate principal amount of \$[PAR B] to be designated “Anderson County Detention Facilities Corporation Installment Purchase Revenue Bonds (Anderson County Detention Facilities Project), Taxable Series 2022B.” Any Additional Bonds shall be designated “Anderson County Detention Facilities Corporation Installment Purchase Revenue Bonds” with such further and other designation, including the appropriate series designation, as may be necessary to identify each such series of Additional Bonds.

(b) Upon the execution and delivery of this Trust Agreement, and satisfaction of the conditions established by this Trust Agreement and the Purchase and Use Agreement for delivery of the Series 2022 Bonds, the Corporation shall execute and the Trustee shall authenticate and deliver the Series 2022 Bonds to, or to the order of, the [Sole Holder][Underwriter].

(c) Before the Trustee authenticates and delivers any of the Series 2022 Bonds, the Trustee shall have received a request and authorization from the County and the Corporation, signed on their behalf by a County Representative and a Corporation Representative, respectively, to authenticate and deliver the Series 2022 Bonds to, or on the order of, the [Sole Holder][Underwriter] upon payment to the Trustee of the amount specified therein, which amount shall be deposited as provided in Section 5.1 hereof. Executed copies of the following shall be submitted with the request, in connection with the issuance of the Series 2022 Bonds:

- (1) This Trust Agreement;
- (2) The Base Lease;
- (3) The Purchase and Use Agreement; and
- (4) The Tax Certificate relating to the Series 2022A Bonds.

(d) Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate. Bonds do not and shall not be deemed to constitute or create an indebtedness, liability, or obligation of the County within the meaning of any State constitutional provision or statutory limitation or a pledge of the full faith, credit, or taxing power of the County. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in this Trust Agreement for the equal and ratable benefit of the Holders, from time to time, of the Bonds.

**Section 3.2 Purposes.** The Series 2022 Bonds are authorized for the principal purposes of:

- (1) to defray the cost of the 2022 Project;
- (2) to pay costs related to the issuance of the Series 2022 Bonds.

**Section 3.3 Maturity Schedules; Dates; Interest Rates.** [If Direct Placement][The Series 2022A Bond shall be dated [Closing Date], shall mature on [October 1, 2042], and shall bear interest on each Bond Payment Date at a rate of \_\_\_\_% per annum calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of the Series 2022A Bonds shall be paid on October 1 of each year commencing October 1, 2023, payable in installments as shown on [Exhibit D] hereto.] [The Series 2022B Bond shall be dated [Closing Date], shall mature on [October 1, 2042], and shall bear interest on each Bond Payment Date at a rate of \_\_\_\_% per annum calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of the Series 2022B Bonds shall be paid on October 1 of each year commencing October 1, 2023, payable in installments as shown on [Exhibit D] hereto.]

[If Public Market][Series 2022A Bonds shall be dated [Closing Date], and shall mature on [October 1] in the years and principal amounts set forth below and shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) at the interest rates per annum set forth below:]

**[MATURITY SCHEDULE]**

Due October 1	Principal Amount	Interest Rate	Yield	Price	CUSIP]
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[Series 2022B Bonds shall be dated [Closing Date], and shall mature on [October 1] in the years and principal amounts set forth below and shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) at the interest rates per annum set forth below:]



**[MATURITY SCHEDULE**

Due October 1	Principal Amount	Interest Rate	Yield	Price	CUSIP]
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**Section 3.4 Provisions Relating to Additional Bonds; Conditions for Issuance.**

(a) *Authorization for Additional Bonds.* Additional Bonds may be issued hereunder and secured by the Trust Estate on a parity with the Series 2022 Bonds under the conditions set forth herein.

(b) *Purposes for Additional Bonds.* Subject to the provisions of applicable law, Additional Bonds may be issued for the purposes of providing funds (i) to refund any of the Series 2022 Bonds or any Additional Bonds theretofore issued, or (ii) for the purpose of paying the cost of Additional Facilities or Additional Ancillary Projects.

(c) *Conditions to the Issuance of All Additional Bonds.* Prior to issuing any Additional Bonds, there shall have been executed and delivered: (i) a Supplemental Agreement authorizing such Additional Bonds and prescribing the terms and details thereof and the purposes for the issuance of such Additional Bonds; (ii) an amendment or supplement to the Purchase and Use Agreement modifying the existing schedule of Installment Payments due thereunder or otherwise providing for Installment Payments thereunder sufficient to provide for the payment of the Additional Bonds, extending the term of the Purchase and Use Agreement, if needed, to the final maturity of such Additional Bonds, making any changes required to make Additional Real Property subject thereto and supplementing Exhibit B and Exhibit E thereto to provide for the Additional Facilities; (iii) an amendment or supplement to the Base Lease extending the term thereof by at least the same amount of time as any extension to the term of the Purchase and Use Agreement, and making any changes required to make Additional Real Property subject thereto; and (iv) a Favorable Opinion of Bond Counsel. There shall also be provided to the Trustee certified copies of resolutions adopted by the Board of Directors of the Corporation and an ordinance enacted by the Council authorizing the issuance of the Additional Bonds and the execution and delivery of the documents to which each is a party. No Additional Bonds may be issued hereunder if at the time there is an Event of Default or an Event of Nonappropriation unless upon the issuance of such Additional Bonds, no other Bonds will be Outstanding hereunder.

(d) *Other Provisions Relating to Additional Bonds.* The details of any Additional Bonds, including any Reserve Requirement relating thereto and the payment provisions thereof shall be specified in the Supplemental Agreement hereto providing for the issuance thereof. Such Supplemental Agreement shall include provisions establishing the separate accounts and subaccounts of the Bond Fund and other funds and accounts for such series of Additional Bonds.

**Section 3.5 Payment of Principal and Interest.** (a) Each of the Series 2022 Bonds shall be authenticated, as provided in Section 3.10 hereof, on such date as it shall be delivered and shall bear interest from the later of the date of delivery, or the date to which interest has been paid immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, each such Series 2022 Bond shall bear interest from the earlier of such authentication date or the date to which interest has been paid or, in the event no interest has been paid, from the date thereof. Additional Bonds shall be authenticated and bear interest as provided in the Supplemental Agreement prescribing the terms and conditions thereof.

(b) Subject to the provisions of Section 3.18 hereof, the principal of and premium, if any, on the Bonds shall be paid in immediately available funds by check or draft drawn upon the Trustee to the Holders thereof upon presentation and surrender thereof when due at the designated corporate trust office of the Trustee; provided, that any Holder in an aggregate principal amount of not less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that principal and premium payments be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States. Subject to the provisions of Section 3.18 hereof, the interest on the Bonds shall be paid by check or draft drawn upon the Trustee and mailed to the Holders in whose names the Bonds are registered on the Record Date; provided that any Holder in an aggregate principal amount of not less than \$1,000,000 may, by prior written instructions filed with the Trustee prior to the close of business on the applicable Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), request that interest payments for any period be made by wire transfer or other means acceptable to the Trustee to an account in the continental United States.

(c) Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Bond Payment Date (herein called “**Defaulted Interest**”) shall forthwith cease to be payable to the Owner of such Bond on the relevant Regular Record Date by virtue of having been such Owner. The Trustee may elect to make payment of any Defaulted Interest to the persons in whose names such Bonds (or their respective predecessor Bonds) are registered at the close of business on a Special Record Date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Corporation or the Trustee, at the written direction of the Corporation, shall determine the amount of Defaulted Interest proposed to be paid on each such Bond and the date of the proposed payment, shall fix a date (a “**Special Record Date**”) for the payment of such Defaulted Interest which shall be not more than 15 nor less than ten days prior to the date of the proposed payment, and shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed first class, postage prepaid, to each Owner not less than five days prior to such Special Record Date at his address as it appears on the Register not less than ten days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the

Persons in whose names such Bonds (or their respective predecessor Bonds) are registered on such Special Record Date.

**Section 3.6 Denomination; Numbering.** [The Series 2022A Bonds shall be issued as a single instrument in registered form in the aggregate principal amount of \$[PAR A].][The Series 2022A Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof.] The Series 2022A Bonds shall be numbered by the Trustee consecutively from 1 upward, preceded by the letter “R”. [The Series 2022B Bonds shall be issued as a single instrument in registered form in the aggregate principal amount of \$[PAR B].][The Series 2022B Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof.] The Series 2022B Bonds shall be numbered by the Trustee consecutively from 1 upward, preceded by the letter “R”. Additional Bonds shall be in such denominations and be numbered in the manner provided in the Supplemental Agreement providing therefor.

**Section 3.7 Paying Agent.** As long as there is any Outstanding Bond under this Trust Agreement, the Corporation shall cause the Trustee to serve as Paying Agent therefor. Notices and demands to or upon the Trustee and the Corporation in respect of the Bonds may be served, at the designated corporate trust office of the Trustee. The Bonds shall be presented for registration of transfers and exchanges in accordance with the provisions of this Trust Agreement at the designated corporate trust office of the Trustee.

**Section 3.8 Form of Bonds.** The Series 2022 Bonds, together with the certificate of authentication and assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit A with necessary and appropriate variations, omissions and insertions as permitted or required by this Trust Agreement. Additional Bonds shall be in such form as is provided in the Supplemental Agreement pursuant to which such Additional Bonds are issued.

**Section 3.9 Execution of Bonds.** The Bonds shall be executed in the name of and on behalf of the Corporation by the President of the Corporation, and the same shall be attested by the Secretary of the Corporation or such other officer as may be designated by the Board of Directors of the Corporation. Such officers may employ facsimiles of their signatures. In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond such signatures or such facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

**Section 3.10 Authentication.** Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Trustee shall be entitled to any right or benefit under this Trust Agreement. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Trust Agreement. The Trustee’s certificate of authentication on any Bond shall be deemed to have been executed by it if signed by any authorized signatory of the Trustee.

**Section 3.11 Medium of Payment.** The Bonds shall be payable with respect to principal, interest and premium, if any, in lawful money of the United States of America.

**Section 3.12 Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond is mutilated, lost, stolen or destroyed, the Corporation may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Corporation and to the Trustee evidence of such loss, theft or destruction satisfactory to the Corporation and the Trustee together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Corporation may provide written direction to the Trustee to pay the same. The Corporation and the Trustee may charge the Holder of such Bond with their reasonable fees and expenses in this connection.

**Section 3.13 Transfer and Registration; Persons Treated as Owners.** (a) As long as there shall be any Outstanding Bonds, the Corporation shall cause books for the registration and transfer of Bonds to be kept which books constitute the Register. The Register shall be kept by the Trustee at its designated corporate trust office. The transfer of each Bond may be registered only upon the Register kept by the Trustee for that purpose by the Holder thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder or his duly authorized attorney. Upon the registration of transfer of any Bond, the Trustee will authenticate and deliver, subject to the provisions of Section 3.15 hereof, in the name of the transferee, a new Bond or Bonds of the same series, maturity, interest rate and aggregate principal amount as the surrendered Bond.

(b) The Corporation and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Corporation nor the Trustee shall be affected by any notice to the contrary.

**Section 3.14 Interchangeability of Bonds.** Bonds, upon surrender thereof at the designated corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 3.15 hereof; be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity in any other authorized denomination.

**Section 3.15 Regulations with Respect to Exchanges and Transfer.** In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Corporation shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Trust Agreement. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Corporation. All Bonds so destroyed shall thereafter no longer be considered Outstanding Bonds for any purposes of this Trust Agreement. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Trustee may make a charge sufficient to reimburse itself for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Corporation nor the Trustee shall be required to issue, exchange or transfer (i) any Bond

during the 15 days immediately preceding any Bond Payment Date, (ii) any Bond during a period beginning at the opening of business 15 days immediately preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the mailing of notice of such redemption or (iii) any Bonds called for redemption in whole or in part.

**Section 3.16 Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds.** Upon the surrender of mutilated Bonds pursuant to Section 3.12 hereof or Bonds paid or surrendered, the same shall be cancelled and destroyed and shall not be reissued. The Trustee shall cancel and destroy any Bond certificates it has received in accordance with its retention policy in effect at the time, and a counterpart of the certificate evidencing such destruction (or other evidence satisfactory to the Corporation) shall be furnished by the Trustee to the Corporation. All Bonds so destroyed shall thereafter no longer be considered Outstanding Bonds for any purposes of this Trust Agreement.

**Section 3.17 Payments Due on Days Other Than a Business Day.** In any case where the Bond Payment Date or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of principal of, premium, if any, or interest on the Bonds need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the Bond Payment Date or the date fixed for redemption, and no interest shall accrue for the period after such date.

**[Section 3.18 Book-Entry System.** Notwithstanding anything to the contrary herein, so long as any series of the Bonds is being held under a Book-Entry System pursuant to this Section 3.18, payment of principal and premium (if any) of and interest on such Bonds and transfers of beneficial ownership of such Bonds will be effected pursuant to rules and procedures established by the Securities Depository. The Series 2022 Bonds shall be initially issued under a Book-Entry System and shall be held thereunder except as provided in this Section 3.18. The Series 2022 Bonds shall be initially issued in the form of a separate, authenticated, fully registered Series 2022 Bond for each series, maturity and interest rate in a principal amount equal to the amount of such maturity and interest rate, and shall be registered on the Register in the name of the Securities Depository Nominee. So long as the Book-Entry System is in effect, the Securities Depository Nominee will be recognized as the Holder of the Series 2022 Bonds for the purposes of (i) paying the principal of, premium, if any, or interest on the Series 2022 Bonds, (ii) selecting the Series 2022 Bonds or portions thereof to be redeemed, (iii) giving any notice permitted or required to be given to Holders under this Trust Agreement, (iv) registering the transfer of Series 2022 Bonds, and (v) requesting any consent or other action to be taken by the Holders, and for all other purposes whatsoever, and neither the Trustee nor the Corporation shall be affected by any notice to the contrary. Neither the Trustee nor the Corporation shall have any responsibility or obligation to any Participant, any beneficial owner of Series 2022 Bonds or any other person claiming a beneficial ownership interest in the Series 2022 Bonds under or through the Securities Depository or any Participant, or any other person which is not shown on the Register as being a Holder of Series 2022 Bonds with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant, (ii) the payment to the Securities Depository, any Participant or any beneficial owner of Series 2022 Bonds of any amount in respect of the principal of, premium, if any, or interest on the Series 2022 Bonds, (iii) any notice which is permitted or required to be given to Holders under this Trust Agreement, (iv) the selection by the Securities Depository or any Participant or any other person to receive payment in the event of a partial redemption of the Series 2022 Bonds or (v) any other action taken by the Securities

Depository as Holder of the Series 2022 Bonds. So long as the Book-Entry System is in effect, the Trustee shall pay all principal of and premium, if any, and interest on the Series 2022 Bonds only to the Securities Depository or the Securities Depository Nominee, as the case may be, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on the Series 2022 Bonds to the extent of the sum or sums so paid.

In the event that the Corporation determines that it is in the best interest of the Corporation not to continue the Book-Entry System or that the interest of the beneficial owners of the Series 2022 Bonds may be adversely affected if the Book-Entry System is continued, then the Corporation shall notify the Securities Depository and the Trustee in writing of such determination and the Securities Depository shall immediately notify the Participants of the availability, through the Securities Depository, of physical Series 2022 Bonds. In such event, the Corporation shall execute and the Trustee shall authenticate, register and deliver physical Series 2022 Bonds as requested by the Securities Depository or any Participant or beneficial owner of Series 2022 Bonds in appropriate authorized denominations in exchange for the Series 2022 Bonds registered in the name of Securities Depository Nominee. The Securities Depository may determine to discontinue providing its services as such with respect to the Series 2022 Bonds at any time by giving notice to the Corporation and the Trustee and discharging its responsibilities with respect thereto under applicable laws or the Corporation may determine that the Securities Depository is incapable of discharging its duties as such and may so notify the Securities Depository. In either such event, the Corporation shall either (i) engage the services of another Securities Depository or (ii) deliver physical Series 2022 Bonds in the manner described above; provided, however, that the discontinuation of the Book-Entry System of registration and transfer with respect to the Series 2022 Bonds or the replacement of the Securities Depository or any successor depository shall be subject to the applicable rules and procedures of the Securities Depository or such successor depository on file or otherwise approved by the U.S. Securities and Exchange Commission.

Notwithstanding any other provision of this Trust Agreement to the contrary, so long as the Series 2022 Bonds are registered in the name of Cede & Co., as Securities Depository Nominee, all payments with respect to the principal of, premium, if any, and interest on the Bonds and all notices with respect to the Series 2022 Bonds shall be made and given, respectively, to The Depository Trust Company, New York, New York, as provided in the Blanket Letter of Representations of the Corporation.

In connection with any notice or other communication to be provided to the Holders by the Corporation or the Trustee with respect to any consent or other action to be taken by the Holders, the Corporation or the Trustee, at the written direction of the Corporation, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than 15 days in advance of such record date to the extent possible.]

**Section 3.19 Tax Covenants of Corporation.** The Corporation will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest evidenced by or paid on the Series 2022A Bonds, to the extent the Series 2022A Bonds are issued on a federally tax-exempt basis, and, if it should take or permit, or omit to take or cause to be taken, any such action, the

Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest evidenced by or paid on the Series 2022A Bonds from a Holder's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. To that end, the Corporation covenants that it will comply with the Tax Certificate, if any.

The Corporation acknowledges that the Series 2022A Bonds are being issued by the Corporation, acting on behalf of the County within the meaning of Revenue Ruling 63-20, 1963-1 C.B. 24 ("**Revenue Ruling 63-20**") and Treasury Regulation Section 1.103-1(b), and covenants to comply with all provisions of Revenue Ruling 63-20 and all of the applicable provisions of Revenue Procedure 82-26, 1982-1 C.B. 476 ("**Revenue Procedure 82-26**"). The Corporation therefore represents, warrants, and covenants as follows as to the Series 2022A Bonds:

(a) The Corporation is organized under the general nonprofit laws of the State as a nonprofit organization, the articles of incorporation of the Corporation provide that the Corporation is not organized for profit, and the Corporation's income does not inure to any private person. The activities and purposes of the Corporation are those permitted under the general nonprofit corporation laws of the State, the Corporation will engage only in activities and for purposes that are permitted under the general nonprofit laws of the State and the Facilities and the 2022 Real Property are located entirely within the geographic boundaries of the County.

(b) The articles of incorporation of the Corporation provide that income of the Corporation will not inure to any private person. In fact, income of the Corporation does not inure to any private person, and upon dissolution of the Corporation, the Corporation's net assets shall be distributed to the County. The Corporation shall not amend or modify its articles of incorporation or bylaws to modify any of its stated purposes or activities, or with respect to any other provision, unless the Corporation has filed with the Trustee and the County a Favorable Opinion of Bond Counsel.

(c) Prior to a termination (if any) of the Purchase and Use Agreement pursuant to Section 2.2 thereof which gives rise to a partition of the Facilities pursuant to Section 2.4 thereof, the County shall have exclusive beneficial possession and use of the Facilities and the 2022 Real Property, including any improvements and additions thereto, equivalent to at least 95% of the fair rental value of the Facilities and the 2022 Real Property for the term of the Series 2022A Bonds, including any other obligations issued by the Corporation either to make improvements to the Facilities and the 2022 Real Property or to refund a prior issue of the Corporation's obligations related to the Facilities and the 2022 Real Property.

(d) The County will obtain fully unencumbered fee simple title, subject to Permitted Encumbrances, to the Facilities and the 2022 Real Property no later than such time as the Series 2022A Bonds are discharged. For purposes of this paragraph and the definition of "Base Lease Term" as such term is defined in the Base Lease, the Series 2022 Bonds will be discharged when (i) cash is available at the place of payment on the date that the Series 2022 Bonds are due (whether at maturity or upon prior call for redemption) and (ii) interest ceases to accrue on the Series 2022A Bonds. Upon discharge of the Series 2022A Bonds, the Corporation will convey to the County such fee simple title and exclusive possession and use of the Facilities and the 2022 Real Property (to the extent the County does not already have such title, possession, and use),

including any additions thereto, without demand or further action on its part. In this regard, all leases, management contracts, and similar encumbrances (other than Permitted Encumbrances), if any, relating to the Facilities and the 2022 Real Property shall terminate upon discharge of the Series 2022A Bonds.

(e) While the Purchase and Use Agreement is in effect, the County has the right at any time to obtain unencumbered fee title and exclusive possession of the Facilities and the 2022 Real Property, including any additions thereto (to the extent the County does not already have such title, possession, and use) by exercising its rights under Section 9.1 of the Purchase and Use Agreement, by placing into escrow an amount equal to the amount described therein. If the County exercises such right, the Corporation must immediately cancel all encumbrances (other than Permitted Encumbrances) on the Facilities and the 2022 Real Property (to the extent the Corporation has possession and use thereof), including leases and management contracts, except as may be otherwise permitted by Revenue Procedure 82-26.

(f) While the Purchase and Use Agreement is in effect, in the event the Corporation defaults in its payments under the Series 2022A Bonds, the County has the exclusive option to purchase the Facilities and any additions thereto (to the extent the County does not already have such title, possession, and use) for the amount of the Outstanding Series 2022A Bonds and accrued interest to the date of default. The County must exercise its option, if at all, not more than 90 days from the date it is notified by the Corporation (or the Trustee on behalf of the Corporation) of such default and, if elected, must have 90 days from the date of exercise of such option to purchase the Facilities.

(g) All of the original proceeds of the Series 2022A Bonds shall be used to provide tangible real and tangible personal property. Proceeds are considered to provide tangible property only if the proceeds are (i) used to finance costs that a taxpayer must charge to the property's capital account, may elect to charge to the property's capital account instead of deducting, or may elect to deduct instead of charging to the property's capital account and (ii) used to fund a reasonably required reserve fund for the Series 2022A Bonds within the meaning of Revenue Procedure 82-26. The preceding sentence does not apply to a de minimis amount, less than \$5,000, that is included in the Series 2022A Bonds solely for the purpose of rounding the dollar amount of the issue. If excess proceeds remain on hand after the completion of construction or reconstruction of the Facilities, the requirements of this paragraph will be considered met if (i) the face amount of the Series 2022A Bonds (taking into account estimated investment proceeds) was based on reasonable estimates of the cost of the Facilities at the time the Series 2022A Bonds were issued, and the excess proceeds are used and invested in the manner described in Section 3.052 of Revenue Procedure 82-26. For purposes of this paragraph, "original proceeds" are amounts (after payment of all expenses of issuing the Series 2022A Bonds) received at any time as a result of the sale of the Series 2022A Bonds and "investment proceeds" are amounts (net of administrative costs) that result from the investment of any proceeds of the Series 2022A Bonds. However, investment proceeds do not include amounts earned after the date that (i) construction, reconstruction or acquisition of the Facilities is completed, or (ii) all of the proceeds (less amounts used to fund a reasonably required reserve fund) have been spent on the construction, reconstruction or acquisition of the Facilities, whichever occurs later.



(h) The Council enacted an ordinance on September 20, 2022, which date is within one year prior to the issue date of the Series 2022A Bonds, approving the purposes and activities of the Corporation, the issuance of the Series 2022A Bonds by the Corporation for the purposes of financing the 2022 Project and related costs, and stating that the County will accept title to the Facilities (to the extent the County does not already have such title, possession, and use), including any additions or improvements thereto, no later than such time as the Series 2022A Bonds are discharged.

(i) The proceeds of fire or other casualty insurance policies received in connection with the damage or destruction to the portion of the Facilities financed with the proceeds of the Series 2022A Bonds, including any improvements, will be used to rebuild the Facilities, or, at the election of the County to redeem Series 2022 Bonds, and the remaining balance thereafter will be remitted to the County to be used for any lawful capital purpose.

(j) In the event of any division of the Facilities pursuant to Section 2.4 of the Purchase and Use Agreement, the Corporation agrees that, unless (i) it obtains an opinion of Bond Counsel to the effect that such action is unnecessary to preserve the exclusion from gross income of interest on any Series 2022A Bonds, or (ii) the Corporation or the Trustee is directed by the owners of a majority of the beneficial ownership interests of the Series 2022A Bonds, it will timely undertake to satisfy the requirements of the Code and the Treasury Regulations relating to a change in use of the Facilities. Regulations governing such remedial action are now contained in Section 1.141-12 of the Treasury Regulations.

The covenants of this Section 3.19 related to compliance with the Code shall be inapplicable to any Series 2022 Bonds if the interest thereon is not intended to be excluded from federal income taxes.

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## ARTICLE IV

### REDEMPTION OR PURCHASE OF BONDS

#### Section 4.1 Redemption of Bonds.

(a) *Optional Redemption of Series 2022 Bonds.* In the event the County exercises its option pursuant to Section 9.1 of the Purchase and Use Agreement to purchase the Corporation's interest in the Facilities and pay the amount required to defease and redeem the Series 2022 Bonds or to prepay Base Payments or in the event the County makes a voluntary prepayment under Section 4.3 of the Purchase and Use Agreement, the Series 2022 Bonds maturing after \_\_\_\_ 1, 20\_\_, may be redeemed in whole or in part at any time on and after \_\_\_\_ 1, 20\_\_, by the Corporation at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.

The Series 2022 Bonds shall be redeemed in accordance with this paragraph (a) only by written notice from the County or the Corporation to the Trustee of the redemption of the Series 2022 Bonds and directing the Trustee to give notice thereof to the Holders in accordance with Section 4.2 hereof. Such notice shall specify the redemption date on which the Series 2022 Bonds are to be redeemed, the particular Series 2022 Bonds to be redeemed, and shall be given to the Trustee at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. Prior to the giving of notice by the Trustee to the Holders as provided in Section 4.2 hereof, there shall be deposited with the Trustee funds which, in addition to any other moneys available therefor and held by the Trustee, will be sufficient to redeem at the redemption price thereof all of the redeemable Series 2022 Bonds for which notice of redemption has been given; provided that the Trustee may accept such other assurance from the County or the Corporation as it deems appropriate as to the availability of such funds or may condition any such notice on the receipt of funds at or prior to the date set for redemption.

(b) *Special Optional Redemption of Series 2022 Bonds.* In the event the County elects to prepay Installment Payments pursuant to the provisions of Section 7.3 of the Purchase and Use Agreement, the Series 2022 Bonds shall be subject to redemption in whole or in part on any date (as selected by the Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of the Series 2022 Bonds so redeemed, without premium, plus accrued interest to the date of redemption. Series 2022 Bonds shall be redeemed pursuant to this paragraph (b) in accordance with the procedure set forth in the last paragraph of Section 4.1(a) above and Section 4.2 hereof.

(c) *Partial Redemption of Series 2022 Bonds.* If less than all of the Series 2022 Bonds are called for redemption, the Series 2022 Bonds to be redeemed will be selected in the manner that the Corporation shall determine as set forth in a certificate of the Corporation filed with the Trustee. If less than all Series 2022 Bonds of any one maturity are called for redemption, the Corporation or the Trustee, at the written direction of the Corporation, shall select the applicable Series 2022 Bonds to be redeemed by lot, each \$5,000 portion of the principal being counted as one Series 2022 Bond for this purpose; provided, however, that so long as the only registered owner of the Series 2022 Bond is Cede & Co., such selection shall be made by DTC.

(d) *Mandatory Sinking Fund Redemption.* The Series 2022 Bonds maturing on \_\_\_\_ 1, 20\_\_ (the “**20\_\_ Term Bonds**”), shall be subject to mandatory sinking fund redemption commencing \_\_\_\_ 1, 20\_\_, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount, plus interest accrued to the redemption date, on June 1 of each of the following years in the respective principal amounts for each year specified below:

<u>Year</u>	<u>Principal Amount</u>
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\* Final Maturity

The amounts of any mandatory sinking fund redemptions set forth above will be reduced to the extent the Term Bonds have been purchased by the County or redeemed by the County pursuant to the optional redemption provisions described above, in such manner as the County directs or, absent such direction, on a pro-rata basis.

(e) *Redemption of Additional Bonds.* Provisions relating to the circumstances upon which Bonds other than Series 2022 Bonds may be redeemed shall be as set forth in the Supplemental Agreement providing for the issuance thereof.

**Section 4.2 Notice of Redemption.** Notice of redemption of the Bonds may only be given if funds for such redemption are irrevocably deposited with the Trustee prior to rendering notice of redemption to the Bondholders, or in the alternative, the notice given by the Trustee to Bondholders expressly states that such redemption is conditioned upon the deposit of funds sufficient for the redemption by the Corporation and that failing such deposit no redemption shall take place. The notice of the call for redemption of Bonds shall identify (i) the CUSIP number or numbers, if any, of the Bonds to be redeemed; (ii) the numbers assigned to such Bonds, and in the case of Bonds called in part only, the amounts being redeemed; (iii) the date of the notice; (iv) the redemption date; (v) the redemption price; (vi) the address of the Trustee where such Bonds are to be presented, with the name and telephone number of a contact person, if available; (vii) the issue date of the Bonds; and (viii) the maturity date of the Bonds being redeemed. Notice shall be given by the Trustee by first class mail, postage prepaid, at least 30 days, but not more than 60 days, prior to the date fixed for redemption to the Holder of each Bond subject to redemption at the Holder’s address shown on the Register on the 15th day preceding that mailing; provided such notice shall be given by facsimile or by certified or registered mail, return receipt requested to each person who holds Bonds in the aggregate principal amount of not less than \$100,000; and provided further such notice shall be given by certified or registered mail, return receipt requested, or (at the expense of the recipient thereof) by overnight delivery service deposited in the mail or with such delivery service not later than 35 days prior to the date fixed for such redemption and repurchase to appropriate financial information services and securities depositories (including the Securities Depository) and any other securities depository that has requested such notification in all such cases with expense of such notice to be borne by the Corporation.

Failure to receive any notice by mailing or otherwise or any defect in such notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any other Bond.

**Section 4.3 Payment of Redeemed Bonds.** Notice having been given in accordance with Section 4.2 hereof, the Bonds called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price plus interest accrued to the redemption date; *provided, however*, that in the event of any conditional provision in the notice, the Bonds will not become due and payable as provided in this section until such condition has been satisfied.

If money for the redemption of all of the Bonds to be redeemed is held by the Trustee on the redemption date so as to be available therefor on that date, and if notice of redemption has been given as provided in Section 4.2 hereof, then from and after the redemption date those Bonds called for redemption shall no longer be entitled to payment of any sum other than the redemption price.

In the event Bonds which have been called for redemption are not presented to the Trustee for redemption on or prior to the 30th day following the redemption date, the Trustee shall notify the registered Holder thereof by facsimile or by certified or registered mail, return receipt requested, that such Bonds have been called and that the Trustee is holding funds for the payment of the redemption price thereof pending presentation by such Holder.

All moneys deposited in the Bond Fund and held by the Trustee for the redemption of particular Bonds shall be held in trust for the account of the Holders thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

**Section 4.4 Purchase of Bonds.** At the written direction of the County, the Trustee shall, if and to the extent the Trustee deems practicable, attempt to purchase Bonds at such time, in such manner and at such price, not to exceed the then applicable redemption price (or if no redemption is then permitted, not to exceed the price at which such Bonds may first be redeemed or paid at maturity) for such Bonds, as may be specified by the County. The Trustee shall purchase Bonds with any amounts provided to it by the County pursuant to Section 4.3 of the Purchase and Use Agreement or otherwise deposited to the applicable Acquisition Account of the Bond Fund, provided that all regularly scheduled payments on the Bonds then due and payable have first been satisfied. Any accrued interest due to the Holder of any Bond so purchased may be paid from funds held by the Trustee for the payment of interest due on such Bonds on the next ensuing Interest Payment Date. Unless directed otherwise by the County in writing, the Trustee shall cancel any such Bonds so purchased. Prior to effecting any purchase hereunder, the Trustee shall receive a Favorable Opinion of Bond Counsel and assurance of payment of any costs incurred by the Trustee in connection with any purchase hereunder.

\* \* \*

## ARTICLE V

### PROVISIONS AS TO FUNDS AND PAYMENTS

**Section 5.1 Deposit of Money.** In order to assure that the costs of the 2022 Project will be paid and that the Facilities will be available for purchase and occupancy by the County, in each case without delay, there shall be deposited with the Trustee the Initial Installment Payment and the proceeds received from the sale of the Series 2022 Bonds as described in this Section 5.1.

The proceeds of the Series 2022A Bonds in the amount of \$\_\_\_\_\_ shall be deposited by the Trustee and applied as follows:

- (1) \$\_\_\_\_\_ shall be deposited into the 2022A Project Fund to defray a portion of the costs of the 2022 Project as set forth in Section 5.3(b) hereof; and
- (2) \$\_\_\_\_\_ shall be deposited into the 2022A Cost of Issuance Fund to be applied as set forth in Section 5.3(c) hereof.

The proceeds of the Series 2022B Bonds in the amount of \$\_\_\_\_\_ shall be deposited by the Trustee and applied as follows:

- (1) \$\_\_\_\_\_ shall be deposited into the 2022B Project Fund to defray a portion of the costs of the 2022 Project as set forth in Section 5.3(b) hereof; and
- (2) \$\_\_\_\_\_ shall be deposited into the 2022B Cost of Issuance Fund to be applied as set forth in Section 5.3(c) hereof.

**Section 5.2 Creation of Project Funds and Cost of Issuance Funds.** There are hereby created as separate accounts in the custody of the Trustee trust funds designated as the “**2022A Project Fund**,” the “**2022B Project Fund**,” the “**2022A Cost of Issuance Fund**” and the “**2022B Cost of Issuance Fund**.” The 2022A Project Fund and the 2022B Project Fund are together referred to herein as the “**Project Funds**.” The 2022A Cost of Issuance Fund and the 2022B Cost of Issuance Fund are together referred to herein as the “**Cost of Issuance Funds**.” Pending disbursement pursuant to this Trust Agreement, the proceeds of the sale of the Series 2022 Bonds deposited in the Project Funds and the Cost of Issuance Funds pursuant to Section 5.1 hereof, together with any other moneys and Permitted Investments held to the credit thereof, shall be held as security for the payment of the Series 2022 Bonds. As directed by the County and the Corporation in writing, each Cost of Issuance Fund may be established as a subaccount of each Project Fund.

**Section 5.3 Disbursements.** (a) Moneys in (i) the Project Funds shall be disbursed to defray costs of the 2022 Project, and (ii) the Cost of Issuance Funds shall be disbursed for the payment of issuance costs of the Series 2022 Bonds, all in accordance with the provisions of this Section 5.3. The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Funds and the Cost of Issuance Funds and all investments and disbursements of moneys in the Project Funds and the Cost of Issuance Funds.

(b) All disbursements from the Project Funds shall be made by the Trustee upon the receipt of a requisition in the form of the requisition at Exhibit B hereof signed by a Corporation Representative and a County Representative. The Trustee shall have no duty to review or investigate the accuracy of the requisition for other than the form and format. Upon the substantial completion of the 2022 Project, the Corporation shall submit to the Trustee a final requisition in the form of the final requisition at Exhibit C hereof signed by a Corporation Representative and a County Representative in the total amount remaining owing for costs of the 2022 Project, including all applicable retainages. Upon the receipt of the final requisition, the Trustee shall promptly disburse the amounts requested therein. The Trustee shall be entitled to rely on each requisition as conclusive evidence of the County's compliance with the procedure described herein.

(c) The Trustee is hereby authorized to pay from the Cost of Issuance Funds from time to time, upon written direction of a County Representative, together with an invoice or other evidence of the amounts payable thereunder, costs of issuance of the Series 2022 Bonds. Upon written direction of the County, any amounts remaining in the Cost of Issuance Funds, after payment of all costs of issuance of the Series 2022 Bonds, shall be transferred to the Acquisition Account of the Bond Fund.

**Section 5.4 Completion of the 2022 Project.** (a) As soon as is practicable after the completion of the 2022 Project and the filing with the Trustee of the final requisition referred to in Section 5.3(b) hereof, the Trustee shall transfer any balance remaining in the Project Funds attributable to the 2022 Project to the Acquisition Account of the Bond Fund and the Project Funds shall be closed.

**Section 5.5 Creation of Bond Fund; Acquisition and Reserve Accounts.** (a) There is hereby created in the custody of the Trustee a separate trust fund to be designated the "Bond Fund." Within the Bond Fund there shall be established an Acquisition Account for each of the Series 2022A Bonds and Series 2022B Bonds and a Reserve Account. There shall be deposited in the Bond Fund (and credited, as required by this Trust Agreement or the Purchase and Use Agreement, to appropriate accounts and subaccounts therein), amounts sufficient to pay the principal and premium, if any, of and interest on each series of Bonds from the Base Payments to be made by the County to the Trustee, as assignee of the Corporation, under the terms of the Purchase and Use Agreement.

Upon the issuance of the Series 2022 Bonds, the 2022A Acquisition Sub-Account and 2022B Acquisition Sub-Account shall be created in the Acquisition Account of the Bond Fund and the 2022 Reserve Sub-Account shall be created in the Reserve Account of the Bond Fund, each for the benefit of the Series 2022 Bonds. Notwithstanding anything in this Trust Agreement to the contrary, upon (1) any partial refunding of the Series 2022 Bonds, or (2) upon the [October 1, 2042] payment of the Series 2022 Bonds, the Trustee shall recalculate the 2022 Reserve Requirement taking into account such events. If, at the time of such refunding, there shall exist any amounts in the 2022 Reserve Sub-Account in excess of the 2022 Reserve Requirement, such excess amounts shall be disbursed upon written direction of a Corporation Representative, subject to the provisions of Section 5.5(f)(iii) hereof.

Upon the issuance of any series of Additional Bonds hereunder, (i) one or more separate subaccounts may be created in the Reserve Account of the Bond Fund to provide for any Reserve

Requirement with respect to such Additional Bonds with the intent being that the Additional Bonds shall only be payable from the subaccounts of the Reserve Account established with respect to such series of Bonds upon the issuance thereof and (ii) a separate subaccount shall be created in the Acquisition Account for purposes of making payment on each series of Bonds with the intent being that the Series 2022 Bond and any Additional Bonds shall only be payable from the subaccounts of the Acquisition Account established with respect to such series of Bonds upon the issuance thereof.

(b) The Bond Fund (and the Accounts and subaccounts therein) and the moneys and Permitted Investments therein shall be used solely and exclusively for the payment of principal of, premium, if any, and interest on the Bonds as the same become due, except as otherwise provided in this Trust Agreement.

(c) The Trustee shall set aside from moneys in the Bond Fund amounts sufficient to make timely payments of the principal of, premium, if any, and interest on the Bonds.

(d) Amounts due with respect to a particular series of Bonds, except as provided in the remainder of this Section 5.5, shall be payable as they become due in the following order, (i) first, from amounts in the applicable subaccount of the Acquisition Account; (ii) second, from the moneys available from the applicable subaccounts of the Reserve Account, if any; (iii) third, from other Revenues to the extent available; and (iv) fourth, from any other source lawfully available to the Trustee, including without limitation, proceeds from the leasing of the Facilities or the 2022 Real Property in accordance with the terms of the Purchase and Use Agreement and the Base Lease.

(e) If, at the close of business on the third Business Day prior to any Bond Payment Date with respect to a particular series of Bonds, the amount in the applicable subaccount of the Acquisition Account is less than the amount due and payable with respect to such series of Bonds on such Bond Payment Date, the Trustee shall immediately transfer from the applicable subaccount of the Reserve Account, if any, to the applicable subaccount of the Acquisition Account an amount sufficient to make up such deficiency; provided that if there is a Reserve Surety in effect, then to the extent the money, if any, in the applicable subaccount of the Reserve Account is not sufficient to make up such deficiency, then the Trustee shall make a claim against the Reserve Surety. In the event of any such transfer, the Trustee shall, within ten days after making the transfer, provide written notice to the County and the Corporation of the amount and date of that transfer. Pursuant to the Purchase and Use Agreement, upon receipt of such notice, the County is obligated, subject to the terms thereof, to pay to the Trustee, for deposit into the applicable subaccount of the Reserve Account, from any source of legally available and appropriated funds as an Additional Payment, an amount equal to such transfer in 12 equal monthly installments in the Fiscal Year immediately following the Fiscal Year in which such transfer is made; provided, that if the Reserve Requirement for one or more particular series of Bonds is met in whole or in part by a Reserve Surety, payments required hereby shall be applied first to the reinstatement of the Reserve Surety and then for deposit into the applicable subaccount of the Reserve Account.

(f) Monies in a subaccount of the Reserve Account established for one or more particular series of Bonds shall be used solely: (i) to the extent necessary to make up deficiencies in the applicable subaccounts of the Acquisition Account, as provided in subsection (e) above;

(ii) as provided in Section 5.7 hereof; and (iii) if all Base Payments with respect to such series of Additional Bonds are then current, to be credited against the last remaining required installments of Base Payments for that series of Bonds and for that purpose any remaining amounts in such subaccount of the Reserve Account shall be transferred as Base Payments to the applicable subaccount of the Acquisition Account by the Trustee on or before the final Principal Payment Date of such series of Bonds.

(g) (i) In lieu of the required deposits into a subaccount of the Reserve Account established for a particular series of Bonds, the Corporation may cause to be deposited therein a surety bond, an insurance policy, a letter of credit or other credit facility (each, a “**Reserve Surety**”), payable to the Trustee that in each case shall be in an amount equal to the difference between the Reserve Requirement applicable to such series of Bonds and the sums, if any, then on deposit to the credit of the applicable subaccount of the Reserve Account.

(ii) On or prior to the expiration of a Reserve Surety delivered pursuant to (i) above which expires prior to the maturity date of the Bonds of such series, the Corporation must cause to be delivered a replacement Reserve Surety, or the applicable subaccount of the Reserve Account must be fully funded by a claim against such expiring Reserve Surety, or the applicable subaccount of the Reserve Account must be fully funded by cash. In no event may the issuer of the Reserve Surety have pledged or assigned to it any interest in the Trust Estate granted hereunder unless subordinate to the interest of the Trustee. Any such Reserve Surety shall be issued in the name of or for the benefit of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification by the Trustee that the funds drawn thereunder are to be used for the purposes set forth in the preceding paragraph. The Trustee shall receive payment thereunder prior to any expiration or termination thereof and whenever moneys are required for the purposes for which such fund’s moneys may be applied. If the Corporation elects to deposit a Reserve Surety in the applicable subaccount of the Reserve Account in lieu of moneys on deposit therein, upon any such deposit, the Trustee shall release to the Corporation from the applicable subaccount of the Reserve Account cash in an amount equal to, or Permitted Investments held therein having a market value equal to, the face amount of the Reserve Surety then being deposited, except that moneys on deposit in such fund which were originally proceeds of any series of Bonds shall be transferred to the applicable subaccount of the Acquisition Account or for any other use specified by the Corporation.

(h) Notwithstanding anything herein to the contrary, the Trustee shall be entitled to create such other funds and accounts as may be necessary or desirable in connection with the administration of its duties hereunder, including but not limited to such funds and accounts as may be established for the deposit of moneys related to the payment of arbitrage rebate in connection with the Bonds.

## **Section 5.6    Reserved.**

**Section 5.7    Investments.** (a) Moneys in the Project Funds, Cost of Issuance Funds, and the Bond Fund shall be invested and reinvested by the Trustee in Permitted Investments at the written direction of the Authorized Financial Representative. Any investments of moneys



held to the credit of the Project Funds or the Bond Fund shall mature, be available or redeemable at the option of the owner or holder, or, in the case of a forward delivery agreement, repurchase agreement or similar contract, be available thereunder, not later than the respective dates when the money held to the credit of those Funds and Accounts will be required for the purpose intended. The Trustee may conclusively rely upon any such written direction of the Authorized Financial Representative as to legality and suitability of any directed investment, the qualification of any directed investment as a Permitted Investment or Defeasance Obligation hereunder, and as to the satisfaction of the requirements of the preceding sentence. In the absence of written direction from the Authorized Financial Representative, the Trustee shall hold funds as cash, uninvested.

(b) At the written direction of the Authorized Financial Representative, from time to time, the Trustee shall sell investments and reinvest the proceeds therefrom in Permitted Investments maturing or redeemable or available as required hereunder. The Trustee may enter into transactions for the purchase or sale of Permitted Investments with itself or any bank, trust company or savings and loan association affiliated with the Trustee. The Trustee shall sell or redeem Permitted Investments credited to the Bond Fund at the times required for the purpose of paying amounts due with respect to the Bonds payable therefrom when due as aforesaid, and shall do so without necessity for any order. An investment made from moneys credited to any Account in the Bond Fund shall constitute part of that Account and Fund, and each Account and Fund shall be credited with all proceeds of sale and income from investment of moneys credited thereto.

(c) Investment income from investment of amounts on deposit in the Project Funds shall be retained therein and applied as other moneys in the Project Funds, as applicable.

(d) Investment income from investment of a particular subaccount of the Acquisition Account shall be retained in such subaccount and credited against the amount of the applicable Base Payments to be paid by the County on the next succeeding Bond Payment Date.

(e) Investment income from investment of a particular subaccount of the Reserve Account shall be retained in such subaccount to the extent that the Value (as determined in the manner prescribed in paragraph (h) below) of amounts on deposit in such subaccount therein is less than the Reserve Requirement with respect to the applicable series of Bonds, and any excess over such Reserve Requirement shall be transferred from such subaccount on or prior to each Bond Payment Date for credit against the applicable Base Payments to be paid by the County, in the manner directed by the County.

(f) The Trustee shall report to the County at least five days prior to each date on which a Base Payment is due and payable the amount of investment income credited or transferred to the particular subaccount of the Acquisition Account of the Bond Fund and available to make payments due on the next Bond Payment Date, and the amount of the applicable Base Payment by the County on that date shall be reduced by such amount. So long as the Trustee provides reports to the County not less than quarterly as to the investment of monies in the Funds and Accounts hereunder, the Trustee shall not be required to deliver brokerage confirmations as to any investment hereunder.

(g) The Trustee shall not be liable for any loss resulting from the making or disposition of any investment in Permitted Investments pursuant to the provisions of this Section provided it acts in good faith and without gross negligence in making such investment, and any such losses shall be charged to the Fund and Account with respect to which such investment is made.

(h) For purpose of this Section, “**Value**” shall mean, with respect to any investment, the value calculated as follows:

(i) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to the time of determination;

(ii) as to guaranteed investment contracts, certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(iii) as to any investment not specified above: the value thereof established by prior agreement between the Corporation and the Trustee;

provided, however, that unless there has been a withdrawal from such Reserve Account to prevent a deficiency in any related Bond Fund, all investments in the Reserve Account shall be valued at their original cost. The Trustee shall value the investments in the Reserve Account and each subaccount therein at least 15 days prior to each Bond Payment Date during the term of the Purchase and Use Agreement.

(i) In the event, as of a date of valuation, investments in the Reserve Account or any subaccount therein plus the value of any Reserve Surety credited thereto are determined to be less than the Reserve Requirement applicable thereto, the Trustee shall notify the Corporation, and the Corporation shall notify the County with a demand that it restore such Account or subaccount from any source of legally available and appropriated funds as an Additional Payment to the Reserve Requirement in 12 equal monthly installments in the Fiscal Year immediately following the Fiscal Year in which such valuation is made.

(j) Notwithstanding anything contained herein to the contrary, the Trustee shall have no obligation to enter into any repurchase agreement, investment agreement or any similar agreements with respect to the investment of any moneys pursuant to this Trust Agreement unless (i) such agreement is in form and content acceptable to the Trustee, in its sole discretion, (ii) any liability of the Trustee is limited to loss occasioned by the gross negligence or willful misconduct of the Trustee and (iii) the County shall pay to the Trustee an additional fee established by the Trustee in accordance with its customary practices.

**Section 5.8 Moneys to be Held in Trust.** All moneys required or permitted to be deposited with or paid to the Trustee under any provisions of this Trust Agreement or the Purchase and Use Agreement, and any investments thereof, shall be held by the Trustee in trust. Except for moneys held by the Trustee pursuant to Section 5.9 hereof, all moneys described in the preceding sentence held by the Trustee shall be subject to the lien of this Trust Agreement while so held.

**Section 5.9 Nonpresentment of Bonds.** If any Bond is not presented for payment when its principal becomes due in whole or in part, or a check or draft for interest is uncashed, if moneys sufficient to pay the principal then due on that Bond or such check or draft shall have been made available to the Trustee for the benefit of its Holder, all liability of the Corporation or the County to that Holder for the payment of the principal then due or of the check or draft thereupon shall cease and be discharged completely. Thereupon, it shall be the duty of the Trustee to hold those moneys, without liability for interest thereon, for the exclusive benefit of the Holder, who shall be restricted thereafter exclusively to those moneys for any claim of whatever nature on its part under this Trust Agreement or on, or with respect to, that principal then due or of such check or draft.

Subject to applicable law, any such moneys which shall be so held by the Trustee, and which remain unclaimed by the Holder of a Bond not presented for payment or check or draft not cashed for a period of five years after the due date thereof, shall be paid to the County free of any trust or lien. Thereafter, the Holder of such Bond shall look only to the County for payment and then only to the amounts so received by the County without any interest thereon, and the Trustee shall not have any responsibility with respect to those moneys.

**Section 5.10 Repayment to County from Bond Fund.** Except as provided in Section 5.9 hereof, any amounts remaining in the Bond Fund in excess of the amounts necessary to effect the payment and discharge of the Bonds (i) after all of the Outstanding Bonds shall be deemed paid and discharged under the provisions of this Trust Agreement, and (ii) after payment of all fees, charges and expenses of the Trustee (including attorneys' fees and costs) and of all other amounts required to be paid under this Trust Agreement and the Purchase and Use Agreement, shall be paid to the County.

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## ARTICLE VI

### TRUSTEE

**Section 6.1 Trustee's Acceptance and Responsibilities.** (a) The Trustee accepts the trusts imposed upon it by this Trust Agreement, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article VI, to all of which the parties hereto and the Holders agree.

(b) It is expressly understood and agreed that this Trust Agreement is being executed by the Trustee not in its corporate and individual capacity but solely as trustee hereunder in the exercise of the power and authority conferred and vested in it as such Trustee. It is further understood and agreed that neither the Trustee nor any past, present or future director, officer, employee, agent, controlling person or nominee of the Trustee shall be personally liable for any breach of any representation or warranty of the trust incorporated herein or in any other agreement or obligation contemplated hereby and nothing herein or therein contained shall be construed as creating any liability of the Trustee in its corporate and individual capacity or as creating any liability of any past, present or future director, officer, employee, agent, controlling person or nominee of the Trustee to make any payment or to perform any agreement or undertaking contained herein or therein.

(c) Prior to the occurrence of an Event of Default of which the Trustee has been notified or deemed to have been notified as provided in paragraph (f) of Section 6.2 hereof, and after the cure or waiver of all defaults or Events of Default which may have occurred,

(i) the Trustee undertakes to perform only those duties and obligations which are set forth specifically in this Trust Agreement, and no duties or obligations shall be implied to the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the procedural requirements of this Trust Agreement.

(d) After the occurrence of an Event of Default of which the Trustee has knowledge, the Trustee shall exercise those rights and powers vested in it by this Trust Agreement and shall use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(e) No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that

(i) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subsection (c)(i) of this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in subsection (c)(ii) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was grossly negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Holders of not less than a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement;

(iv) no provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(v) the Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Corporation or the County) approved by the Trustee in its sole and absolute discretion. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon that opinion or advice.

(f) Every provision of this Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VI. Whenever the Trustee acts in its capacity as Trustee with respect to any document or agreement relating the Bonds, the provisions of this Article VI shall apply to all such action.

**Section 6.2 Certain Rights and Obligations of the Trustee.** Except as otherwise provided in Section 6.1 hereof:

(a) The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall be answerable therefor only in accordance with the standard specified in Section 6.1 above), (ii) shall be entitled to the advice of counsel concerning all matters of trusts or powers hereof and duties hereunder, and (iii) may pay all such compensation in all cases to all of those attorneys, agents, receivers and employees employed by it in connection with the trusts hereof.

(b) Except as may be required of it in its capacity as assignee of the Corporation under the Purchase and Use Agreement or as specifically provided for elsewhere herein, the Trustee shall not be responsible for:

(i) any recital in this Trust Agreement or the Bonds or any information or statement in any official statement, offering memorandum or other disclosure material, including continuing disclosure material prepared or distributed with respect to the Bonds,

(ii) the validity, priority, perfection, recording, rerecording, filing or refiling of this Trust Agreement or any Supplemental Agreement (or any assignment agreement

related hereto or thereto), the Purchase and Use Agreement or the Base Lease or any financing statement with respect to the Trust Estate,

- (iii) any instrument or document of further assurance or collateral assignment,
- (iv) the initial filing of financing statements,
- (v) insurance of any of the Facilities or the 2022 Real Property or collection of insurance moneys,
- (vi) the validity of the execution by the Corporation of this Trust Agreement, any Supplemental Agreement or instruments or documents of further assurance,
- (vii) the sufficiency of the security for the Bonds executed and delivered hereunder or intended to be secured hereby,
- (viii) the value of or title to the Facilities or the 2022 Real Property, or
- (ix) the maintenance of the security hereof, except that, in the event that the Trustee enters into possession of a part or all of the Facilities or the 2022 Real Property pursuant to any provision of the Purchase and Use Agreement or any other instrument or document collateral thereto, the Trustee shall use due diligence in preserving that property.

Pursuant to Section 10.1(b) hereof, the Trustee shall enforce all covenants, agreements, and obligations of the County under and pursuant to the Base Lease and the Purchase and Use Agreement. The Trustee may require of the Corporation or the County full information and advice as to the observance or performance of those covenants, agreements and obligations.

(c) Except with respect to the disbursement of amounts deposited with or received by it under the provisions of this Trust Agreement, the Trustee shall not be accountable for the application by the County or any other Person of the proceeds of the Bonds.

(d) The Trustee shall be protected and shall incur no liability, in the absence of bad faith on its part, in acting or proceeding, or in not acting or not proceeding upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. The Trustee is under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instruments. Any action taken by the Trustee pursuant to this Trust Agreement upon the request or authority or consent of any Person who is the Holder of any Bond at the time of making, the request or giving the authority or consent, shall be conclusive and binding upon all future Holders of the same Bond and of Bonds executed and delivered in exchange therefor or in place therefor.

(e) As to the existence or nonexistence of any fact for which the Corporation or the County may be responsible or as to the sufficiency or validity of any instrument, document, report, paper or proceeding, the Trustee, in the absence of bad faith on its part, shall be entitled to rely upon a certificate signed on behalf of the Corporation by a Corporation Representative or the County by a County Representative as sufficient evidence of the facts recited therein. Prior to

the occurrence of a default or Event of Default of which the Trustee has been notified or is deemed to have notice as provided in paragraph (f) of this Section, the Trustee may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient; provided, that the Trustee in its discretion may require and obtain any further evidence which it deems to be necessary or advisable; and, provided further, that the Trustee shall not be bound to secure any further evidence.

(f) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default with respect to the Bonds, except Events of Default described in Section 7.1(a) hereof, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the County or the Holders of at least 10% of the aggregate principal amount of Outstanding Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default, except as noted above.

(g) At any reasonable time, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may inspect and copy fully all books, papers and records of the Corporation pertaining to the Facilities or any Additional Facilities and the 2022 Real Property or any Additional Real Property, and may make any memoranda from and in regard thereto as the Trustee may desire in its sole discretion.

(h) The Trustee shall not be required to give any bond or surety with respect to execution of these trusts and powers or otherwise in respect of the premises.

(i) Notwithstanding anything contained elsewhere in this Trust Agreement, the Trustee may demand any showings, certificates, reports, opinions, appraisals and other information, and corporate action and evidence thereof, in addition to those required by the terms hereof, as a condition to the authentication and delivery of any Bonds or the taking of any action whatsoever within the purview of this Trust Agreement, if the Trustee deems it to be desirable for the purpose of establishing the right of any Person to the taking of any other action by the Trustee; provided, that the Trustee shall not be required to make that demand.

(j) Before taking action hereunder pursuant to Section 6.4 or Article VII hereof (with the exception of any action required to be taken under Section 7.2 hereof), the Trustee shall require that an indemnity bond satisfactory to it be furnished to the Trustee by the Holders for the reimbursement of all expenses which it may incur and to protect it against all liability by reason of any action so taken, except liability which is adjudicated to have resulted from its gross negligence or willful default.

(k) Unless otherwise provided herein, all moneys received by the Trustee under this Trust Agreement shall be held in trust for the purposes for which such moneys were received, until such moneys are used, applied or invested as provided herein; provided, that those moneys need not be segregated from other moneys, except to the extent required by this Trust Agreement or by law. The Trustee shall not have any liability for interest on any moneys received hereunder, except to the extent expressly provided herein or agreed with the Corporation.

(l) Any opinions, certificates and other instruments and documents for which provision is made in this Trust Agreement, may be accepted by the Trustee, in the absence of bad

faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its action taken hereunder.

(m) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty of the Trustee, and the Trustee shall be answerable only for its own gross negligence or willful misconduct.

**Section 6.3 Fees, Charges, and Expenses of Trustee.** The Trustee acknowledges receipt of payment in full from the proceeds of the Bonds for its fees for its Ordinary Services rendered hereunder and for all advances, counsel fees and other Ordinary Expenses paid or incurred, or to be paid or incurred, by it in connection with the provision of Ordinary Services to the date hereof. The Trustee shall be entitled to the payment of its annual charges upon invoice to the Corporation (which pursuant to the Purchase and Use Agreement shall be payable by the County). In the event that it should become necessary to perform Extraordinary Services including any such Extraordinary Services relating to a default or post-default situation, with respect to the Bonds, the Trustee shall be entitled to extra compensation therefor, determined in accordance with the Trustee's then-current fee schedule, and to reimbursement for Extraordinary Expenses incurred in connection therewith.

Without creating a default or an Event of Default, however, the County may contest in good faith the necessity for any Extraordinary Service and Extraordinary Expense.

The Trustee, in that or its other capacities, shall not be entitled to compensation or reimbursement for Extraordinary Services or Extraordinary Expenses occasioned by its gross negligence or willful misconduct, as determined in a final non-appealable judgement by a court of competent jurisdiction.

Any amounts payable under this Section 6.3 are payable upon demand and shall bear interest from the date of demand therefor at the prime rate quoted from time to time by the banking association serving as Trustee.

The obligation to pay any such fees and expenses shall survive the payment in full or defeasance of the securities or the removal or resignation of the Trustee.

**Section 6.4 Intervention by Trustee.** The Trustee may, at the written direction of the Holders of at least 51% of the aggregate principal amount of the Outstanding Bonds, intervene in any judicial proceeding to which the Corporation or the County is a party and which in the opinion of the Trustee, upon advice of its counsel, has a substantial bearing on the interests of Holders of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of that intervention by a court of competent jurisdiction. The Trustee shall require that a satisfactory indemnity bond be provided to it by the Holders in accordance with Sections 6.1 and 6.2 hereof before it takes action hereunder.



**Section 6.5 Successor Trustee.** Anything herein to the contrary notwithstanding:

(a) Any corporation or association (i) into which the Trustee may be converted or merged, (ii) with which the Trustee or any successor to it may be consolidated, or (iii) to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, *ipso facto*, shall be and become successor Trustee hereunder and shall be vested with all of the title to the whole property or Trust Estate hereunder.

(b) Any such corporation or association that becomes a successor Trustee by virtue of the foregoing shall be vested further, as was its predecessor, with each and every trust, property, remedy, power, right, duty, obligation, discretion, privilege, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Trust Agreement to be exercised by, vested in or conveyed to the Trustee, without the execution or filing of any instrument or document or any further act on the part of any of the parties hereto.

(c) Any successor Trustee, or its parent corporation, however, shall (i) be a trust company or a bank having the powers of a trust company, (ii) be duly authorized to exercise trust powers and in good standing under the laws of the State and, if applicable, the United States, (iii) be subject to examination by federal or State authorities, and (iv) have a reported capital and surplus of not less than \$150,000,000.

**Section 6.6 Resignation by Trustee.** The Trustee may resign at any time from the trusts created hereby by giving written notice of the resignation to the County, and the Corporation and by mailing written notice of the resignation to the Holders as their names and addresses appear on the Register at the close of business 15 days prior to the mailing. The resignation shall take effect upon the appointment of a successor Trustee and its acceptance of its duties as set forth in Section 6.8 hereof.

**Section 6.7 Removal of Trustee.** (a) The Trustee may be removed for cause at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the County and the Corporation, and signed by or on behalf of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Bonds.

(b) For so long as no Event of Default has occurred and is continuing hereunder or under the Purchase and Use Agreement, the Corporation at the written direction of the County may remove the Trustee without cause or for no cause upon 30 days written notice.

(c) The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Corporation, the County or the Holders of not less than 51% in aggregate principal amount of the Outstanding Bonds.

(d) At the request of the County, so long as no default exists under the Purchase and Use Agreement and no Event of Nonappropriation has occurred, the Corporation may appoint a successor Trustee as provided in Section 6.8 hereof.

**Section 6.8 Appointment of Successor Trustee.** (a) If (i) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (ii) the Trustee shall be taken under the control of any public officer or officers, or (iii) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the Corporation (with the agreement of the County if there is no Event of Default and no Event of Nonappropriation under the Purchase and Use Agreement); provided, that if a successor Trustee is not so appointed within ten days after (x) a notice of resignation or any instrument or document of removal is received by the Corporation as provided in Sections 6.6 and 6.7 hereof, respectively, or (y) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the Corporation shall not have appointed a successor Trustee, the Holders of a majority in aggregate principal amount of the Outstanding Bonds not paid or provided for may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 50 days of the occurrence of any event listed in Section 6.8(a)(i)-(iii) hereof, the Holder of any Outstanding Bond hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee. Notwithstanding any other provision of this Trust Agreement to the contrary, no resignation or removal of the Trustee shall become effective until a successor has been appointed and has accepted the duties of Trustee hereunder.

(b) Every successor Trustee appointed pursuant to this Section shall (i) be a trust company or bank having the powers of a trust company, (ii) be in good standing within the State and, if applicable, the United States, (iii) be duly authorized to exercise trust powers within the State and, if applicable, the United States, (iv) have a reported capital and surplus of not less than \$75,000,000, and (v) be willing to accept the trusteeship under the terms and conditions of this Trust Agreement.

(c) Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor and to the Corporation and the County an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, remedies, powers, rights, duties, obligations, discretion, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor, the Corporation or the County, the predecessor Trustee (i) shall execute and deliver any instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests, and liens of the predecessor Trustee hereunder, and (ii) shall take any other action necessary to duly assign, transfer and deliver to its successor all property (including without limitation, all securities and moneys) held by it as Trustee. Should any instrument or document in writing from the Corporation be requested by any successor Trustee for vesting and the conveying more fully and certainly in and to that successor the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed hereby in or to the predecessor Trustee, the Corporation shall execute, acknowledge and deliver that instrument or document.

(d) In the event of a change in the Trustee, the predecessor Trustee shall cease to be custodian of any moneys which it may hold pursuant to this Trust Agreement and shall cease to act as Paying Agent for the Bonds, the successor Trustee shall become custodian of such moneys and the Paying Agent.

(e) Upon the appointment of a successor Trustee and completion by the predecessor Trustee of the actions required of it under (c) above, the predecessor Trustee shall not be liable for any acts of its successor.

**Section 6.9 Dealing in Bonds.** The Trustee and its affiliates, and any directors, officers, employees or agents thereof, in good faith, may become the owner of any Bond or Bonds with the same rights which they would have hereunder if the Trustee did not serve in that capacity.

**Section 6.10 Representations, Agreements and Covenants of Trustee.** The Trustee hereby represents that it is a banking association duly organized, validly existing and in good standing under the laws of the United States and duly authorized to exercise corporate trust powers in the State, it has an unimpaired reported capital and surplus of not less than \$75,000,000. The Trustee covenants that it will take such action, if any, as is necessary to remain in good standing and duly authorized to exercise corporate trust powers in the State, and that it will maintain unimpaired reported capital and surplus of not less than \$75,000,000. The Trustee accepts and agrees to observe and perform the duties and obligations of the Trustee hereunder and under any other instrument or document providing security for the Bonds; provided, nevertheless, that the Trustee shall not be responsible or liable for the performance of or observation of any covenants respecting the maintenance of federal tax exemption of interest with respect to the Bonds in the absence of specific direction in writing from the County or the Corporation and shall not be responsible for ascertaining the requirements of federal tax law with respect thereto.

**Section 6.11 Right of Trustee to Pay Taxes and Other Charges.** Reference is made to the Purchase and Use Agreement whereby the Corporation is authorized to advance moneys (i) to pay taxes, assessments and other governmental charges with respect to the Facilities and the 2022 Real Property, (ii) for the discharge of mechanic's and other liens relating to the Facilities or the 2022 Real Property, (iii) to obtain and maintain insurance for the Facilities and the 2022 Real Property and pay premiums therefor, and (iv) generally, to make payments and incur expenses in the event that the County fails to do so as required by such Purchase and Use Agreement or the Base Lease. The Trustee may make those advances but shall not be required to do so (and may require indemnification) pursuant to Sections 6.1(e)(iv) hereof, but without prejudice to any rights of the Trustee as assignee of the Corporation against the County for failure of the County to do so.

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## ARTICLE VII

### DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS

**Section 7.1 Defaults; Events of Default.** The occurrence of any of the following events is defined as and declared to be and to constitute an Event of Default hereunder:

(a) Payment of the principal or interest due on any Bond shall not be made when and as such payment shall become due and payable; or

(b) The occurrence and continuance of an Event of Default as defined in Section 8.1 of the Purchase and Use Agreement; or

(c) Any material breach by the Corporation of any representation or warranty made in this Trust Agreement or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Corporation in this Trust Agreement or in the Bonds contained; or

(d) The issuance of an order of relief by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the Corporation relief under federal bankruptcy law, or the issuance by any other court having valid jurisdiction of an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Corporation or any substantial part of its property, affairs, or assets, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days; or

(e) The consent by the Corporation to the institution of proceedings in bankruptcy against it, or to the institution of any proceeding against it under any federal or state insolvency laws, or to the filing of any petition, application, or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the Corporation or of any substantial part of its property, affairs, or assets.

**Section 7.2 Notice of Default.** In the event the Trustee becomes aware of the occurrence of any of the events described in Section 7.1 above with respect to the Purchase and Use Agreement, the Trustee shall give written notice of the Event of Default, by registered or certified mail, to the County and the Corporation, within five days after the Trustee has knowledge of the Event of Default. If an Event of Default occurs of which the Trustee has notice as described in Section 6.2(f) hereof, the Trustee shall give written notice thereof, within 30 days after the Trustee's receipt of notice of its occurrence, to the Holders of all Outstanding Bonds as shown by the Register at the close of business 15 days prior to the mailing of that notice.

### **Section 7.3 Remedies; Rights of Holders.**

(a) *General.* Upon the occurrence and continuance of an Event of Default, the Trustee may pursue any available remedy to enforce the payment of any amounts due with respect to the Bonds or the observance and performance of any other covenant, agreement or obligation under this Trust Agreement, the Purchase and Use Agreement (including but not limited to the right to relet the Corporation Facilities as provided in Section 8.2 of the Purchase and Use Agreement) pertaining thereto or any other instrument providing security, directly or

indirectly, for the Bonds. If, upon the occurrence and continuance of an Event of Default, the Trustee is requested so to do by the Holders of at least 51% of the aggregate of the principal amount of the Outstanding Bonds, the Trustee (subject to the provisions of Sections 6.1 and 6.2 hereof) shall exercise one or more rights and powers conferred by this Section as the Trustee, upon advice of counsel, deems most expedient in the interests of the Holders of such Bonds.

(b) *Acceleration.* Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then, and in each and every case, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, shall proceed upon the written request of the Holders of not less than 51% in principal amount of the Outstanding Bonds to declare the principal of all Outstanding Bonds, except as noted below, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in this Trust Agreement or any Supplemental Agreement or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 51% in principal amount of the Outstanding Bonds, by notice in writing delivered to the Trustee and the Corporation, may waive such Event of Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent default.

(c) *Other Remedies.* In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions of Section 7.7 hereof, the Holder of any Outstanding Bond or Trustee may, therefor, at the written direction of such Holder for the equal benefit and protection of all Holders of the Bonds similarly situated:

(i) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the Corporation and require and compel the Corporation to perform and carry out its duties and obligations under this Trust Agreement or enforce any such remedies against the County pursuant to the Purchase and Use Agreement, and require and compel the Corporation to perform and carry out its covenants and agreements with the Bondholders;

(ii) by action or suit in equity require the Corporation to account as if such Corporation were the trustee of an express trust;

(iii) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders;

(iv) bring suit upon the Bonds;

(v) take such other action with respect to the Trust Estate, including obtaining the appointment of a receiver, as it may deem appropriate and apply any funds resulting therefrom as if such funds were Revenues; or

(vi) avail itself of any other remedy, whether at law or in equity, as it may determine to be appropriate.

(d) *Remedies Under UCC.* Subject to the terms of the Base Lease, the Trustee may exercise any rights, powers, or remedies it may have as a secured party under the UCC of the State, or other similar laws in effect.

(e) *No Remedy Exclusive, Effect of Delay and Waiver.* No remedy conferred upon or reserved to the Trustee (or to the Holders) by this Trust Agreement is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Trustee or to the Holders now or hereafter existing. No delay in exercising or omission to exercise any remedy, right or power accruing upon any default or Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be deemed to be expedient. No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Holders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

(f) *Remedies Under Purchase and Use Agreement and Base Lease.* As the assignee of all right, title and interest of the Corporation in and to the Purchase and Use Agreement and the Base Lease, the Trustee is empowered to enforce each remedy, right and power granted to the Corporation under the Purchase and Use Agreement (except for the Reserved Rights and any other rights specifically reserved to the Corporation) and the Base Lease. In exercising any remedy, right or power under the Purchase and Use Agreement, the Base Lease or this Trust Agreement, the Trustee shall take any action which would best serve the interests of the Holders in the judgment of the Trustee and its counsel, applying the standards described in Sections 6.1 and 6.2 hereof.

**Section 7.4 Right of Holders to Direct Proceedings.** Anything to the contrary in this Trust Agreement notwithstanding, but subject to Section 12.1 hereof, the Holders of at least a majority in aggregate principal amount of the Outstanding Bonds shall have the right at any time to direct, by an instrument or document or instruments or documents in writing executed and delivered to the Trustee, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Trust Agreement or any other proceedings hereunder; provided, that (i) any direction shall not be other than in accordance with the provisions of law and of this Trust Agreement, (ii) the Trustee shall be indemnified as provided in Sections 6.1 and 6.2 hereof, and (iii) the Trustee may take any other action which it deems to be proper and which is not inconsistent with the direction.

**Section 7.5 Application of Moneys.** (a) Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable any funds received by the Trustee hereunder, after payment of costs and expenses of collection of such funds, shall be applied as follows (provided, however, that amounts on deposit in a subaccount of Acquisition Account or

the Reserve Account established for the benefit of a particular series of Bonds shall be available solely with respect to such Bonds):

*First:* To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference;

*Second:* To the payment to the Persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the Persons entitled thereto, without any discrimination or preference; and

*Third:* If, when there is not an Event of Default, the Trustee is required to expend funds to defend itself in a lawsuit which arises under a cause of action attacking the legality of the Bonds, the inclusion of interest earned on the Bonds in the gross income for Federal income tax purposes of a Holder, or the status of the Corporation as issuer, then, in such event the Trustee shall be entitled to a call on the funds for the same kinds of expenses as are described as costs and expenses of collection as described in (b) below.

(b) If the principal of all Outstanding Bonds shall have become or have been declared due and payable, any funds received by the Trustee hereunder, after payment of costs and expenses of collection, shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference; provided, however, that amounts on deposit in a subaccount of the Acquisition Account or the Reserve Account established for the benefit of a particular series of Bonds shall be available solely with respect to such Bonds. For purposes hereof, "costs and expenses of collection" shall include such expenses as are necessary for the Trustee to fulfill its obligation of due diligence to protect the interests of the Bondholders in the Trust Estate which may include the Trustee's expenses and fees for its duties administering this Trust Agreement while the Bonds are in default to include its normal fees, additional expenses resulting from managing any of the property forming part of the Trust Estate, expenses of counsel to represent the Trustee, expenses of any and all consultants employed by the Trustee and direct expenses of the Trustee to include the costs of preparing and mailing notices to Bondholders and other parties.

(c) If the principal of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all Outstanding Bonds shall later become due or be declared due and

payable, moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

(d) Whenever moneys are to be applied pursuant to the provisions of this Section, those moneys shall be applied at such times, and from time to time, as the Trustee upon advice of counsel shall determine, having due regard to the amount of moneys available for application and the likelihood of additional moneys becoming available for application in the future. Whenever the Trustee shall direct the application of those moneys, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, all consistent with the requirements of Section 3.5 hereof for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

(e) Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining shall be paid to the Person entitled to receive the same; if no other Person shall be entitled thereto, then the balance shall be paid to the County or as a court of competent jurisdiction may direct.

**Section 7.6 Remedies Vested in Trustee.** All rights of action (including without limitation, the right to file proofs of claims) under this Trust Agreement or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Holders as plaintiffs or defendants. Any recovery of judgment shall be for the benefit of the Holders of the Outstanding Bonds subject to the provisions of this Trust Agreement.

**Section 7.7 Rights and Remedies of Holders.** A Holder of a Bond shall not have any right to institute any suit, action or proceeding for the enforcement of this Trust Agreement, for the execution of any trust hereof, or for the exercise of any other remedy hereunder, unless there has occurred and is continuing an Event of Default of which the Trustee has been notified or is deemed to have notice as provided in Section 6.2(f) hereof; the Holders of at least 51% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name, and shall have provided indemnity to the Trustee as provided in Sections 6.1 and 6.2 hereof; and the Trustee thereafter shall have failed or refused to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name. Such notification (or notice), request, opportunity and provision of indemnity are conditions precedent in every case, to the institution of any suit, action or proceeding described above.

No one or more Holders of the Bonds shall have any right to affect, disturb or prejudice in any manner whatsoever the security or benefit of this Trust Agreement by its or their action, or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any



suit, action or proceeding shall be instituted, had and maintained in the manner provided herein for the benefit of the Holders of all Outstanding Bonds. Nothing in this Trust Agreement shall affect or impair, however, the right of any Holder to enforce the payment of the principal and interest due on any Bond owned by that Holder at and after the due date thereof, at the place, from the sources and in the manner expressed in the Bond.

**Section 7.8 Termination of Proceedings.** In case the Trustee shall have proceeded to enforce any remedy, right or power under this Trust Agreement in any suit, action or proceedings, and the suit, action or proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Corporation and the Holders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no suit, action or proceedings had been taken.

**Section 7.9 Waivers of Events of Default.** Except as hereinafter provided, at any time, the Trustee shall waive any Event of Default hereunder and its consequences upon the written request of the Holders of Bonds of least a majority in aggregate principal amount of Bonds Outstanding. There shall not be so waived, however, any Event of Default described in Section 7.1(a) hereof unless at the time of such waiver payments of all amounts then due and payable with respect to the Bonds have been made or provision has been made therefor. In the case of such waiver, or in case any suit, action or proceeding taken by the Trustee on account of any Event of Default shall have been discontinued, abandoned, or determined adversely to it, the Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively. No waiver or rescission shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

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## ARTICLE VIII

### SUPPLEMENTAL AGREEMENTS

**Section 8.1 Supplemental Agreements Generally.** The Corporation and the Trustee may enter into Supplemental Agreements, as provided in this Article and pursuant to the other provisions therefor in this Trust Agreement.

**Section 8.2 Supplemental Agreements Not Requiring Consent of Holders.** Without the consent of, or notice to, any of the Holders, the Corporation and the Trustee may enter into Supplemental Agreements which may be for any one or more of the following purposes:

(a) To cure any ambiguity, inconsistency or formal defect or omission in this Trust Agreement;

(b) To grant to or confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the Holders or the Trustee;

(c) To assign or declare additional monies as Revenues under this Trust Agreement;

(d) To accept additional security and instruments and documents of further assurance with respect to the Facilities and the 2022 Real Property;

(e) To add to the covenants, agreements and obligations under this Trust Agreement, other covenants, agreements and obligations to be observed for the protection of the Holders;

(f) To evidence any succession to the Trustee and the assumption by its successor of the covenants, agreements and obligations of the Trustee under this Trust Agreement and the Bonds;

(g) To permit the use of a Book-Entry System to identify the owner of a proportionate interest in the payments under the Purchase and Use Agreement, whether that proportionate interest was formerly, or could be, evidenced by a tangible security;

(h) To permit the Trustee to comply with any obligations imposed upon it by law;

(i) To specify further the duties and responsibilities of the Trustee;

(j) To achieve compliance of this Trust Agreement with any applicable federal securities or tax law;

(k) To make amendments to the provisions hereof relating to matters under the Code, if, in the opinion of nationally recognized bond counsel selected by the Corporation and approved by the Trustee, those amendments would not cause the interest on the Bonds to become includable in the gross incomes of the recipients thereof for Federal income tax purposes;

(l) To make provision of the issuance of Additional Bonds as provided for herein;

(m) To permit any other amendment which is not to the prejudice of the Trustee (in the judgment of the Trustee) or the Holders; or

(n) To reflect a change in law.

The provisions of paragraphs (h), (j) and (n) above shall not be deemed to constitute a waiver by the Trustee or any Holder of any right which it may have in the absence of those provisions to contest the application of any change in law to this Trust Agreement or the Bonds.

**Section 8.3 Supplemental Agreements Requiring Consent of Holders.** Exclusive of Supplemental Agreements to which reference is made in Section 8.2 hereof and subject to the terms, provisions and limitations contained in this Section, and not otherwise, with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds at such time, evidenced as provided in this Trust Agreement, the Corporation and the Trustee may execute and deliver Supplemental Agreements adding any provisions to, changing in any manner or eliminating any of the provisions of this Trust Agreement or any Supplemental Agreement or restricting in any manner the rights of the Holders. Nothing in this Section or Section 8.2 hereof shall, however, be construed as permitting:

(a) without the consent of the Holder of each Bond so affected, (i) an extension of the maturity of the principal of or the interest on any Bond, or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or

(b) without the consent of the Holders of all Outstanding Bonds, (i) the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to a Supplemental Agreement; provided, however, that the establishment of an escrow for the defeasance of a portion of the Bonds shall not be deemed to constitute the creation of a privilege or priority for the benefit of the Bonds to be defeased.

If the Corporation shall request that the Trustee execute and deliver any Supplemental Agreement for any of the purposes of this Section, upon (i) being satisfactorily indemnified with respect to its expenses and liability in connection therewith, and (ii) if required by Section 8.4 hereof, receipt of the County's consent to the proposed execution and delivery of the Supplemental Agreement, the Trustee shall cause notice of the proposed execution and delivery of the Supplemental Agreement to be mailed by first class mail, postage prepaid, to all Holders of Outstanding Bonds at their addresses as they appear on the Register at the close of business on the 15<sup>th</sup> day preceding that mailing.

The Trustee shall not be subject to any liability to any Holder by reason of the Trustee's failure to mail, or the failure of any Holder to receive, the notice required by this Section. Any failure of that nature shall not affect the validity of the Supplemental Agreement when there has been consent thereto as provided in this Section. The notice shall set forth briefly the nature of the proposed Supplemental Agreement and shall state that copies thereof are on file at the principal trust office of the Trustee for inspection by all Holders.

If the Trustee shall receive, within a period described by the Trustee at the written direction of the Corporation of not less than 60 days but not exceeding one year, following the

mailing of the notice, an instrument or document or instruments or documents (which instrument or document or instruments or documents shall refer to the proposed Supplemental Agreement in the form described in the notice), by which the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds consent to the execution of such Supplemental Agreement, the Trustee shall, but shall not otherwise, execute and deliver the Supplemental Agreement in substantially the form to which reference is made in the notice as being on file with the Trustee, without liability or responsibility to any Holder, regardless of whether that Holder shall have consented thereto.

Any consent shall be binding upon the Holder of the Bond giving the consent and, anything herein to the contrary notwithstanding, upon any subsequent Holder of that Bond and of any Bond executed and delivered in exchange therefor (regardless of whether the subsequent Holder has notice of the consent to the Supplemental Agreement). A consent may be revoked in writing, however, by the Holder who gave the consent or by a subsequent Holder of the Bond by a revocation of such consent received by the Trustee prior to the execution and delivery by the Trustee of the Supplemental Agreement. At any time after the Holders of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the Trustee shall make and file with the County a written statement that the Holders of the required percentage of Bonds have filed those consents. That written statement shall be conclusive evidence that the consents have been so filed.

If the Holders of the required percentage in aggregate principal amount of Outstanding Bonds shall have consented to the Supplemental Agreement, as provided in this Section, no Holder shall have any right (a) to object to (i) the execution or delivery of the Supplemental Agreement, (ii) any of the terms and provisions contained therein, or (iii) the operation thereof, (b) to question the propriety of the execution and delivery thereof, or (c) to enjoin or restrain the Trustee from that execution or delivery or from taking any action pursuant to the provisions thereof.

Notwithstanding any other provision of this Trust Agreement, for so long as the underwriter or other purchaser of any Bonds issued pursuant to this Trust Agreement is the registered holder or beneficial owner of such Bonds, such underwriter or purchaser is authorized to assent to and consent to any amendments to this Trust Agreement in the same manner and to the extent as the Holders of such Bonds.

**Section 8.4 Consent of County.** Anything contained herein to the contrary notwithstanding, a Supplemental Agreement executed and delivered in accordance with this Article VIII which affects any rights or obligations of the County shall not become effective unless and until the County shall have consented in writing to the execution and delivery of that Supplemental Agreement. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Agreement and a copy of the proposed Supplemental Agreement to be mailed to the County, as provided in Section 12.3 hereof, (i) at least 30 days (unless waived in writing by the County) before the date of the proposed execution and delivery in the case of a Supplemental Agreement to which reference is made in Section 8.2 hereof, and (ii) at least 30 days (unless waived in writing by the County) before the giving of the notice of the proposed execution and delivery in the case of a Supplemental Agreement for which provision is made in Section 8.3 hereof.

**Section 8.5 Authorization to Trustee; Effect of Supplemental Agreement.** The Trustee is authorized to join with the Corporation in the execution and delivery of any Supplemental Agreement in accordance with this Article and to make the further agreements and stipulations which may be contained therein with the following effect:

- (a) That Supplemental Agreement shall form a part of this Trust Agreement;
- (b) All terms and conditions contained in that Supplemental Agreement as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions of this Trust Agreement for any and all purposes;
- (c) This Trust Agreement shall be deemed to be modified and amended in accordance with the Supplemental Agreement; and
- (d) The respective rights, duties and obligations under this Trust Agreement of the Corporation, the Trustee and all Holders of Outstanding Bonds shall be determined, exercised and enforced hereunder in a manner which is subject in all respects to those modifications and amendments made by the Supplemental Agreement.

Express reference to any executed and delivered Supplemental Agreement may be made in the text of any Bonds executed and delivered thereafter, if that reference is deemed necessary or desirable by the Corporation. The Trustee shall not be required to execute a Supplemental Agreement containing provisions adverse to the Trustee.

**Section 8.6 Favorable Opinion of Bond Counsel.** The Trustee shall be entitled to receive, and shall be fully protected in relying upon, a Favorable Opinion of Bond Counsel in connection with any proposed Supplemental Agreement. Prior to taking any action hereunder, the Trustee shall be entitled to assurance as to the payment of the fees and expenses of any counsel providing such opinion.

**Section 8.7 Modification by Unanimous Consent.** Notwithstanding anything contained elsewhere in this Trust Agreement, the rights and obligations of the Trustee and of the Holders of the Bonds, and the terms and provisions of the Bonds and this Trust Agreement or any Supplemental Agreement, may be modified or altered in any respect with the consent of (i) the Trustee, (ii) the Holders of all of the Outstanding Bonds, and (iii) if required by Section 8.4 hereof, the County.

\* \* \*

## ARTICLE IX

### DEFEASANCE

**Section 9.1 Defeasance.** (a) When the principal of and interest on, or redemption price (as the case may be) of, any of the Bonds issued hereunder has been paid, or provision shall have been made for payment of the same, together with the compensation of the Trustee and all other sums payable hereunder by the Corporation and the County, the right, title and interest of the Trustee with respect to such Bonds shall thereupon cease and the Trustee shall release this Trust Agreement and shall execute such documents to evidence such releases as may be reasonably required by the Corporation and shall turn over to the Corporation or to such person, body or authority as may be entitled to receive the same all balances then held by it hereunder; provided, however, that the County shall in all events remain liable under the Purchase and Use Agreement (subject to Section 4.7 thereof) until all amounts due and owing thereunder have been paid.

(b) Provision for the payment of the Bonds shall be deemed to have been made when the Trustee holds, in an irrevocable deposit, under the provisions hereof:

(i) cash in an amount sufficient to make all payments specified above with respect to all of such Bonds,

(ii) Defeasance Obligations maturing on or before the date or dates when the payments specified above shall become due, the principal amount of which and the interest thereon, when due, is or will be, in the aggregate, sufficient without reinvestment to make all payments specified above with respect to such Bonds, or

(iii) any combination of such cash and such Defeasance Obligations the amounts of which and interest thereon, when due, are or will be, in the aggregate, sufficient without reinvestment to make all payments specified above on such Bonds; provided that, to the extent such deposit does not consist of cash, the Trustee shall have received a report of an independent accountant or firm of accountants verifying that the computations of the amount available from Defeasance Obligations when added to any cash available shall be sufficient to meet the requirements hereof.

(c) Neither the obligations nor the moneys deposited with the Trustee pursuant to this Section shall be withdrawn or used for any purpose other than, and shall be segregated and held in trust for, the payment of the principal or redemption price of, and interest on, said Bonds.

(d) Whenever moneys or obligations shall be deposited with the Trustee for the payment or redemption of Bonds more than 60 days prior to the date that such Bonds are to mature or be redeemed, the Trustee shall mail a notice stating that such moneys or obligations have been deposited and identifying the Bonds for the payment of which such moneys or obligations are being held, to the Holders of such Bonds.

**Section 9.2 Survival of Certain Provisions.** Notwithstanding the foregoing, any provisions of this Trust Agreement which relate to the maturity of Bonds, interest payments and dates thereof, exchange, transfer, and registration of Bonds, replacement of mutilated, destroyed, lost, or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, and payments to the County from the Bond Fund pertaining to the

Purchase and Use Agreement and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee and the Holders, notwithstanding, the release and discharge of this Trust Agreement. The provisions of this Article shall survive the release, discharge, and satisfaction of this Trust Agreement.

\* \* \*

## ARTICLE X

### ADDITIONAL COVENANTS AND AGREEMENTS OF THE TRUSTEE

**Section 10.1 Additional Covenants and Agreements of the Trustee.** In addition to any other covenants and agreements of the Trustee in this Trust Agreement, the Trustee further covenants and agrees for the benefit of the Holders as follows:

(a) *Register.* At reasonable times and under reasonable regulations established by the Trustee, the Register for the Bonds may be inspected and copied by the Corporation, the County or Holders of 51% or more in principal amount of the Outstanding Bonds, or a designated representative therefor.

(b) *Rights and Enforcement of Base Lease and Purchase and Use Agreement.* The Trustee may and shall enforce, in its name, all rights of the Corporation under the Base Lease and the Purchase and Use Agreement for and on behalf of the Holders. The Trustee covenants and agrees to perform all obligations and duties imposed on it by assignment hereunder, and to enforce all covenants, agreements, and obligations of the County under and pursuant to the Base Lease and the Purchase and Use Agreement. The Trustee will do all things and take all actions on its part necessary to comply with covenants, agreements, obligations, duties and responsibilities on its part to be observed or performed under the Base Lease and the Purchase and Use Agreement, and will take all actions within its authority to keep the Base Lease and the Purchase and Use Agreement in effect in accordance with the terms thereof. The Trustee's obligations under this paragraph are subject to the provisions of Section 7.3(f) hereof.

**Section 10.2 Observance and Performance of Covenants, Agreements, Authority and Actions.** The Trustee will observe, and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations, and provisions to be observed or performed on its part under this Trust Agreement and the Bonds.

The Trustee represents and warrants that (i) it is duly authorized to execute and deliver this Trust Agreement and to perform its obligations hereunder in the manner and to the extent set forth in this Trust Agreement and, (ii) all actions required on its part to be performed for the execution and delivery of the Bonds and this Trust Agreement have been or will be taken duly and effectively.

\* \* \*



## ARTICLE XI

### AMENDMENTS TO BASE LEASE AND PURCHASE AND USE AGREEMENT

**Section 11.1 Amendments Not Requiring Consent of Holders.** Without the consent of or notice to the Holders, the Trustee, as trustee and as lessee by assignment, at the written direction of the Corporation, shall consent to any amendment, change or modification of the Base Lease and the Purchase and Use Agreement as may be required (i) by the provisions of the Base Lease, the Purchase and Use Agreement or this Trust Agreement, (ii) for the purpose of curing any ambiguity, inconsistency or formal defect or omission in the Base Lease or the Purchase and Use Agreement, (iii) in connection with an amendment or to effect any purpose for which there could be an amendment of this Trust Agreement pursuant to Section 8.2 hereof, (iv) in connection with the issuance of Additional Bonds as provided for herein, or (v) in connection with any other change therein which is not to the prejudice of the Trustee (in the judgment of the Trustee) or the Holders. No such consent or notice to the Holders shall be required with respect to any amendment to add to the description of the 2022 Real Property any property owned or to be acquired by the County (including Additional Real Property) that becomes a part thereof or, except as provided therein, in connection with the granting of easements and releases, modifications and substitutions of property pursuant to Section 3.6 of the Base Lease or Section 5.1(c) of the Purchase and Use Agreement.

**Section 11.2 Amendments Requiring Consent of Holders.** Except for the amendments, changes, or modification contemplated in Section 11.1 hereof, the Trustee shall not consent to:

(a) Any amendment, change or modification of the Purchase and Use Agreement which would change the amount or time as of which Base Payments are required to be paid without the giving of notice as provided in this Section of the proposed amendment, change or modification and receipt of the written consent thereto of the Holders of all of the Outstanding Bonds; provided that this requirement shall not apply to amendments that modify Installment Payments under the Purchase and Use Agreement to provide for Additional Bonds hereunder; or

(b) Any amendment, change or modification of the Purchase and Use Agreement without the giving of notice as provided in this section of the proposed amendment, change or modification and the receipt of the written consent thereto of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds.

The consent of the Holders shall be obtained as provided in Section 8.3 hereof with respect to Supplemental Agreements. If the County shall request at any time the consent of the Trustee to any proposed amendment, change or modification of the Purchase and Use Agreement contemplated in subsections (a) or (b), upon being indemnified satisfactorily with respect to expenses and liability, the Trustee shall cause notice of the proposed amendment, change or modification to be provided in the manner which is required by Section 8.3 hereof with respect to notice of Supplemental Agreements. The notice shall set forth briefly the nature of the proposed amendment, change or modification and shall state that the copies of the instrument or document embodying it are on file at the designated corporate trust office of the Trustee for inspection by all Holders.

Notwithstanding any other provision of this Trust Agreement, for so long as the purchaser of any Bonds issued pursuant to this Trust Agreement is the registered holder or beneficial owner of such Bonds, such underwriter or purchaser is authorized to assent to and consent to any amendments to the Base Lease and the Purchase and Use Agreement in the same manner and to the same extent as the Holders of such Bonds.

\* \* \*

**ARTICLE XII**  
**MISCELLANEOUS**

**Section 12.1 Limitation of Rights.** With the exception of rights conferred expressly in this Trust Agreement, nothing expressed or mentioned in or to be implied from the Base Lease, the Purchase and Use Agreement or the Bonds is intended or shall be construed to give to any Person and the parties hereto and the Holders of the Bonds any legal or equitable right, remedy, power or claim under or with respect to this Trust Agreement or any covenants, agreements, conditions and provisions contained herein. This Trust Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto and the Holders of the Bonds as provided herein.

**Section 12.2 Severability.** In case any section or provision of this Trust Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Trust Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Trust Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Trust Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein and shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

**Section 12.3 Notices.** Except as provided in Section 7.2 hereof, it shall be sufficient service or giving of any notice, request, complaint, demand or other instrument or document, if it is mailed by first class mail, postage prepaid. Notices to the Corporation, the County, and the Trustee shall be addressed as follows:

If to the County:

Anderson County, South Carolina  
Attn: County Administrator  
101 South Main Street  
Anderson, SC 29624

If to the Corporation:

Anderson County Detention Facilities Corporation  
Attn: President  
101 South Main Street  
Anderson, SC 29624  
(with copy to the County as described above)

If to the Trustee:

Regions Bank  
Attention: Corporate Trust Department  
1180 West Peachtree Street, Suite 1200  
Atlanta, GA 30309

Duplicate copies of each notice, request, complaint, demand or other instrument or document given hereunder by the Corporation, the Trustee, or the County to one or more of the others also shall be given to the others. The foregoing parties may designate, by notice given hereunder, any further or different addresses to which any subsequent notice, request, complaint, demand or other instrument or document shall be sent.

In connection with any notice mailed pursuant to the provisions of this Trust Agreement, a certificate of the Trustee, the Corporation, the County, or the Holders of the Bonds, whichever or whoever mailed that notice, that the notice was so mailed shall be conclusive evidence of the proper mailing of the notice.

**Section 12.4 Suspension of Mail.** If because of the suspension of delivery of first class mail or, for any other reason, the Trustee shall be unable to mail by the required class of mail any notice required to be mailed by the provisions of this Trust Agreement, the Trustee shall give such notice in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of the Purchase and Use Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

**Section 12.5 Payments Due on Saturdays, Sundays and Holidays.** If any Bond Payment Date, redemption date or date of maturity of the principal of any Bonds is not a Business Day, then payment of interest, redemption premium (if any) or principal need not be made by the Trustee on that date, and that payment may be made on the next succeeding Business Day on which the Trustee is open for business with the same force and effect as if that payment were made on the Bond Payment Date, redemption date or date of maturity and no interest shall accrue for the period after that date.

**Section 12.6 Instruments of Holders.** Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, required under this Trust Agreement to be executed by any Holder may be in any number of concurrent writings of similar tenor and may be executed by that Holder in person or by an agent or attorney appointed in writing. Proof of (i) the execution of any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, (ii) the execution of any writing appointing any agent or attorney, and (iii) the ownership of Bonds, shall be sufficient for any of the purposes of this Trust Agreement, if made in the following manner, and if so made, shall be conclusive in favor of the Trustee with regard to any action taken thereunder, namely:

(a) The fact and date of the execution by any person of any writing may be proved by the certificate of any officer in any jurisdiction, who has power by law to take acknowledgments within that jurisdiction, that the person signing the writing acknowledged that execution before that officer, or by affidavit of any witness to that execution; and

(b) The fact of ownership of Bonds shall be proved by the Register.

Nothing contained herein shall be construed to limit the Trustee to the foregoing proof, and the Trustee may accept any other evidence of the matters stated therein which it deems to be sufficient. Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, of the Holder of any Bond shall bind every future Holder of the same Bond, with respect to anything done or suffered to be done by the Corporation or the Trustee pursuant to that writing.

**Section 12.7 Priority of this Trust Agreement.** This Trust Agreement and the lien created hereby shall be superior to any other liens which may be placed upon the Revenues or any Funds (or Accounts therein) created pursuant hereto, except such liens as may be required or mandated by applicable law.

**Section 12.8 Extent of Covenants; No Personal Liability.** All covenants, stipulations, obligations and agreements of the Trustee contained in this Trust Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Trustee as such to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the Trustee contained in this Trust Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any past, present or future member, officer, director, attorney, agent or employee of the Trustee or the Corporation in other than that person's official capacity. No official executing the Bonds, this Trust Agreement or any amendment or supplement hereto or thereto, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reasons of the issuance or execution hereof or thereof.

**Section 12.9 Continuing Disclosure.** The County has covenanted in the Purchase and Use Agreement to provide information under [certain disclosure covenants][Rule 15c2-12 (as defined in the Purchase and Use Agreement)].

**Section 12.10 Binding Effect.** This Trust Agreement shall inure to the benefit of and shall be binding upon the Corporation and upon the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

**Section 12.11 Counterparts.** This Trust Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**Section 12.12 Governing Law.** This Trust Agreement and the Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

**Section 12.13 Limitation of Liability of Corporation.** All payments to be made by the Corporation or obligations of the Corporation hereunder are payable solely from the Trust Estate and Revenues derived therefrom.

\* \* \*

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Corporation has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officers, and the Trustee has caused this Trust Agreement to be executed and delivered for it and in its name and on its behalf by its duly authorized officer, effective as of [Closing Date].

**ANDERSON COUNTY DETENTION  
FACILITIES CORPORATION**

(SEAL)

Attest:

By: \_\_\_\_\_  
[Name], President

By: \_\_\_\_\_  
[Name], Secretary

**REGIONS BANK**

By: \_\_\_\_\_  
[Name, Title]

**EXHIBIT A****[FORM OF SERIES 2022 BONDS]**Registered  
No. R-1

\$\_\_\_\_\_

**ANDERSON COUNTY DETENTION FACILITIES CORPORATION**  
**INSTALLMENT PURCHASE REVENUE BONDS**  
**(ANDERSON COUNTY DETENTION FACILITIES PROJECT)**  
**[SERIES 2022A][TAXABLE SERIES 2022B]**

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Dated Date</b>	<b>CUSIP</b>
_____ %	[June] 1, _____	_____, 2022	_____

Holder:

Principal Amount: \_\_\_\_\_ DOLLARS

Anderson County Detention Facilities Corporation (the “**Corporation**”), a nonprofit corporation organized and existing under the laws of the State of South Carolina (the “**State**”), for value received hereby acknowledges itself obligated to, and promises to pay the Holder identified above, or registered assigns, but only out of the sources pledged for that purpose as hereinafter provided, and not otherwise, on the Maturity Date set forth above, and to pay interest on the unpaid balance of said sum from the most recent [June] 1 or [December] 1 to which interest has been paid or for which due provision has been made or, if no interest has been paid, from the Dated Date set forth above, at the rate of interest per annum set forth above (calculated on the basis of a 360-day year of twelve 30-day months) payable on [June] 1 and [December] 1 (each a “**Bond Payment Date**”) of each year commencing [December 1, 2022], until the Corporation’s obligation with respect to payment of the principal amount is discharged.

Interest is payable to the person in whose name this bond is registered at the close of business on the 15<sup>th</sup> day next preceding each Bond Payment Date, except that interest not duly paid or provided for when due shall be payable to the person in whose name this bond is registered at the close of business on a special record date to be fixed for the payment of defaulted interest. Such defaulted interest shall be payable to the Holder in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed to the Holders of the Bonds not less than five days prior to such special record date to Holder thereof at the address as it appears on the bond register not less than ten days preceding such special record date. If the Trustee registers the transfer of this bond subsequent to the mailing of such notice and on or before the special record date, any such notice of payment of defaulted interest shall be binding upon the transferee and a



copy of the notice of payment of defaulted interest shall be delivered by the Trustee to the transferee along with the bond or bonds.

Principal of and interest on this bond are payable in lawful money of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts. Payments of interest will be made by check or draft drawn upon Regions Bank, as trustee (the “**Trustee**”), and mailed to the person entitled thereto. Principal, when due, shall be paid upon surrender of this bond at the designated corporate trust office of the Trustee in Atlanta, Georgia. At the written request addressed to the Trustee or the Holder of the Bonds in the aggregate principal amount of at least \$1,000,000, interest and redemptions of principal shall be paid by wire transfer or other means acceptable to the Trustee to an account within the continental United States by prior written instructions filed with the Trustee not later than the Record Date for such purpose.

This bond is one of a series of Bonds of the Corporation limited in aggregate original face amount to \$[PAR A][PAR B] and designated as “Anderson County Detention Facilities Corporation, Installment Purchase Revenue Bonds (Anderson County Detention Facilities Project), [Taxable] Series 2022[A/B] (the “**Bonds**”), issued under a Trust Agreement, dated as of [Closing Date] (the “**Trust Agreement**”), between the Corporation and the Trustee, to provide funds (i) to defray the cost of the 2022 Project (as defined in the Trust Agreement), (ii) to fund the 2022 Reserve Sub-Account, with cash or a Reserve Surety, in the amount of the 2022 Reserve Requirement, and (iii) to pay costs related to the issuance of the Series 2022 Bonds including any premium due on an Insurance Policy. Any terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trust Agreement.

The County Council of the County has enacted an ordinance, dated [Enactment Date], approving the Corporation and the issuance of the Bonds by the Corporation. The County has leased the real property on which the Facilities (as defined in the hereinafter defined Purchase and Use Agreement) are located to the Corporation under the terms of a Base Lease Agreement dated as of [Closing Date] (the “**Base Lease**”).

The Bonds and the interest thereon and redemption premium, if any, shall be an obligation of the Corporation, and shall be secured by and payable from the Trust Estate (as defined in the Trust Agreement). The Bonds do not and shall not be deemed to constitute or create an indebtedness, liability or obligation of County within the meaning of any State constitutional provision or statutory limitation or a pledge of the faith and credit of the County. The Bonds and the interest thereon are payable from and secured by the Trust Estate as described in and subject to limitations set forth in the Trust Agreement for the equal and ratable benefit of the Holder, from time to time, of the Bonds.

Pursuant to the Trust Agreement, the Corporation has granted to the Trustee for the benefit of the owners of the Bonds, a security interest in the Trust Estate which includes the Revenues (as defined in the Trust Agreement) consisting of the Installment Payments (as defined in the Trust Agreement) payable by the County under the Installment Purchase and Use Agreement dated as of [Closing Date] (the “**Purchase and Use Agreement**”), between the Corporation and the County, any other sums arising under the Purchase and Use Agreement, amounts on deposit from time to time in the funds and accounts created pursuant to the Trust

Agreement and the investment income therefrom. The Trust Agreement further provides that the Corporation may issue additional bonds secured on a parity with the Bonds by the Trust Estate under the terms and conditions and to the extent described in the Trust Agreement. The County's obligation to pay Installment Payments under the Purchase and Use Agreement is subject to annual appropriations and the obligation may be terminated at the end of any fiscal year of the County by an Event of Nonappropriation (as defined in the Purchase and Use Agreement). UPON THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION, THE COUNTY MAY TERMINATE THE PURCHASE AND USE AGREEMENT AS OF THE END OF THE FISCAL YEAR DURING WHICH SUCH EVENT OF NONAPPROPRIATION OCCURS, AND THE COUNTY SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE INSTALLMENT PAYMENTS BEYOND THE END OF SUCH FISCAL YEAR.

Counterparts or copies of the Trust Agreement, the Purchase and Use Agreement, the Base Lease and the other documents referred to herein are on file at the corporate trust office of the Trustee in Atlanta, Georgia, and reference is hereby made thereto and to the documents referred to therein for the provisions thereof, including the provisions with respect to the rights, obligations, duties and immunities of the Corporation, the County, the Trustee and the Holder of the Bonds under such documents, the security for the Bonds and the conditions under which additional bonds may be issued thereunder to all of which the Holder hereof, by acceptance of this bond, assents.

The Bonds are subject to redemption prior to maturity as provided in the Trust Agreement, and as described in the following lettered paragraphs:

(a) In the event the County exercises its option pursuant to the Purchase and Use Agreement to prepay Base Payments, the Bonds maturing after June 1, 2031, will be redeemed in whole on any date or in part on any date, on or after June 1, 2031, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date.

(b) In the event the County elects to prepay Installment Payments pursuant to Section 7.3 of the Purchase and Use Agreement, the Bonds shall be subject to redemption in whole or in part on any date (as selected by the Trustee at the direction of the Corporation), at a price equal to 100% of the principal amount of the Bonds so redeemed, without premium, plus accrued interest to the date of redemption.

(c) The Series 2022 Bonds maturing on [June] 1, 20\_\_ (the “**20\_\_ Term Bonds**”), shall be subject to mandatory sinking fund redemption commencing [June] 1, 20\_\_, and will be redeemed (to the extent not previously redeemed) at 100% of the principal amount, plus interest accrued to the redemption date, on June 1, of each of the following years in the respective principal amounts for each year specified below:

<u>Year</u>	<u>Principal Amount</u>
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\* Final Maturity

The amounts of any mandatory sinking fund redemptions set forth above will be reduced to the extent the Term Bonds have been purchased by the County or redeemed by the County pursuant to the optional redemption provisions described above, in such manner as the County directs or, absent such direction, on a pro-rata basis.

Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, to the Holders of the Bonds to be redeemed at their addresses appearing on the Register maintained by the Trustee, said mailing to be not less than 30 days, but not more than 60 days, prior to the redemption date. Failure of the Trustee to give any notice of redemption or any defects in such notice shall not affect the validity of the redemption of any other Bonds.

The Holder of this bond shall have no right to enforce the provisions of the Trust Agreement or to institute an action to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Upon the occurrence of certain Events of Default (as defined in the Trust Agreement), all Bonds may be declared immediately due and payable and thereupon shall become and be immediately due and payable as provided in the Trust Agreement.

The Bonds are issuable only in fully registered form. Subject to the limitations provided for in the Trust Agreement, this bond may be exchanged for a like aggregate principal amount payable at maturity of Bonds of the same maturity, principal amount and interest rate in authorized denominations.

The Bonds are transferable by the Holder thereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided for in the Trust Agreement and upon surrender and cancellation of this bond. Upon such transfer a new Bond or Bonds of the same maturity and interest rate and in authorized denominations for the same aggregate principal amount and interest rate payable at maturity will be issued to the transferee in exchange. The Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer

documents and to pay any taxes and fees required by law or permitted by the Trust Agreement in connection with the exchange or transfer. The Trustee need not exchange or register the transfer of a Bond which has been selected for redemption and need not exchange or register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed or before any June 1 or December 1. The Corporation, the County, the Trustee and any paying agent may treat the Holder of this bond as the absolute owner for the purpose of receiving payment as herein provided and for all other purposes and none of them shall be affected by any notice to the contrary.

Under the laws of the State, this Bond and the income herefrom are exempt from all State, County, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond have existed, have happened and have been performed in due form, time and manner as required by law.

IN WITNESS WHEREOF, the Corporation has caused this bond to be executed and attested by the manual signatures of its duly authorized officers, and this bond to be authenticated by the manual signature of an authorized representative of the Trustee, without which authentication this bond shall not be valid nor entitled to the benefits of the Trust Agreement.

**ANDERSON COUNTY DETENTION  
FACILITIES CORPORATION**

(SEAL)

Attest:

By: \_\_\_\_\_  
[Name], President

By: \_\_\_\_\_  
[Name], Secretary

**TRUSTEE'S AUTHENTICATION CERTIFICATE**

The undersigned Trustee hereby certifies that this is one of the Bonds described in the within mentioned Trust Agreement.

Date of Authentication: \_\_\_\_\_, 2022

REGIONS BANK, as Trustee

By: \_\_\_\_\_  
[Name, Title]

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

---

---

(please print or type name and address of Transferee of Transferee)

the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

---

Signature

---

(Authorized Officer)

Dated:

**EXHIBIT B**

[FORM OF REQUISITION]

**DIRECTION TO MAKE DISBURSEMENT**

Requisition No. \_\_\_\_

Regions Bank

[Address]

Attention: Corporate Trust Department

Re:     \$[PAR A][PAR B] Anderson County Detention Facilities Corporation Installment  
Purchase Revenue Bonds (Anderson County Detention Facilities Project),  
[Taxable] Series 2022[A/B]

Gentlemen:

As Trustee under the Trust Agreement dated [Closing Date] (the “**Trust Agreement**”), between you and Anderson County Detention Facilities Corporation (the “**Corporation**”) and in accordance with the provisions of Section 5.3 of the Trust Agreement, you are hereby directed to disburse from the [2022A/2022B] Project Fund the sum of \$\_\_\_\_\_, payable to the persons and in the amounts and at the addresses set forth in Schedule I attached hereto, said sum being the total of amounts due for or attributable to the items described in said Schedule I. Included herewith is documentation supporting the payments requested herein.

In this connection, we further certify to you as follows:

A. The amounts to be paid hereunder (i) are due and payable, (ii) are for costs of the 2022 Project that are properly capitalizable into the cost of acquiring tangible real or tangible personal property, and (iii) have not been the subject of any previous requisition from the Project Fund.

B. All representations and warranties of Anderson County, South Carolina (the “**County**”) and the Corporation, as the case may be, in the Purchase and Use Agreement are true and correct in all material respects as of the date hereof.

C. Neither the County nor the Corporation, as the case may be, is in default in any material respects under any provisions of the Purchase and Use Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Representative

ANDERSON COUNTY DETENTION  
FACILITIES CORPORATION

By: \_\_\_\_\_  
Corporation Representative

**EXHIBIT C**

**[FORM OF FINAL REQUISITION]**

**DIRECTION TO MAKE FINAL DISBURSEMENT**

Requisition No. \_\_\_\_\_

Regions Bank  
[Address]

Attention: Corporate Trust Department

Re:     \$[PAR A][PAR B] Anderson County Detention Facilities Corporation Installment  
Purchase Revenue Bonds (Anderson County Detention Facilities Project),  
[Taxable] Series 2022[A/B]

Gentlemen:

As Trustee under the Trust Agreement dated [Closing Date] (the “**Trust Agreement**”), between you and Anderson County Detention Facilities Corporation (the “**Corporation**”) and in accordance with the provisions of Section 5.3(c) of the Trust Agreement, you are hereby directed to disburse from the [2022A/2022B] Project Fund, the total sum of \$\_\_\_\_\_, payable to the persons and in the amounts and at the addresses set forth in Schedule I attached hereto, said sum being the total of amounts due for or attributable to the items described in said Schedule I. Said sum represents the final requisition from said Project Fund. Included herewith is documentation supporting the payments requested herein.

In this connection, we further certify to you as follows:

A. The amounts to be paid hereunder (i) are due and payable, (ii) are for costs of the 2022 Project that are properly capitalizable into the cost of acquiring tangible real and tangible personal property, and (iii) have not been the subject of any previous requisition from the Project Fund.

B. All representations and warranties of Anderson County, South Carolina (the “**County**”) and the Corporation, as the case may be, in the Purchase and Use Agreement are true and correct in all material respects as of the date hereof.

C. Neither the County nor the Corporation, as the case may be, is in default in any material respects under any provisions of the Purchase and Use Agreement.

D. The 2022 Project is free and clear of all liens and encumbrances for labor or materials furnished by the Corporation and all contractors, subcontractors and materialmen retained by the



County and all contractors, subcontractors and materialmen performing work on the 2022 Project have been, or upon receipt by the County of the payment of the final requisition request will be, paid in full, except for those the Corporation is contesting in good faith and with due diligence as permitted under the Purchase and Use Agreement.

We further certify to you that the 2022 Project has been substantially completed in accordance with the terms and conditions of the Purchase and Use Agreement, and that the 2022 Project as completed complies in all material respects with all applicable governmental regulations.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ANDERSON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
County Representative

ANDERSON COUNTY DETENTION  
FACILITIES CORPORATION

By: \_\_\_\_\_  
Corporation Representative

## **Ordinance #2022-036**

**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 +/- .92 acres from C-1N (Neighborhood Commercial District) to C-2 (Highway Commercial District) on a parcel of land, identified as 5930 Highway 187 in the Mount Tabor Precinct shown in Deed Book 13946 page 196. The parcel is further identified as TMS #43-00-12-001.**

**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 C-1N to C-2 for +/- .92 acres of TMS #43-00-12-001 described above; and,

**Whereas**, the Anderson County Planning Commission has held a duly advertised Public Hearing on August 9, 2022, during which it reviewed the proposed rezoning from C-1N to C-2 for +/- .92 acres of TMS #43-00-12-001 described above; and,

**Whereas**, the Anderson County Council has duly advertised and held a Public Hearing on September 6, 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 C-1N to C-2 for +/- .92 acres of TMS #43-00-12-001 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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

ATTEST: Ordinance 2022-036

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Rusty Burns  
Anderson County Administrator

---

Tommy Dunn, District # 5, Chairman

---

Renee D. Watts  
Clerk to Council

**APPROVED AS TO FORM:**

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Anderson County Attorney

1 <sup>st</sup> Reading:	September 6, 2022
2 <sup>nd</sup> Reading:	September 20, 2022
3 <sup>rd</sup> Reading:	October 4, 2022
Public Hearing:	September 20, 2022



# Planning Commission

August 9, 2022

Date of Planning Commission Meeting

☐ Land Use

☒ Rezoning

☐ Subdivision

☐ Variance

## Project Information

Name of Applicant/Project: Tejashkumar Patel

Property Location: 5930 Highway 187, Anderson

County Council District: 4

School District: 4

Total Acreage: .92

Number of Lots: \_\_\_\_\_

Current Zoning: C-1N

Requested Zoning: C-2

Purpose: expand business opportunity

## Recommendation/ Decision Rendered

☒ Approval

☐ Denial

Vote 6 to 0

Compatibility with Future Land Use Map

☒ The recommendations of staff

☒ Compatibility with Traffic Levels

Compatibility with Surrounding Properties

☒ Compatibility with Density Levels

Use and Value of Surrounding Properties

Concerns for public, health, safety, convenience, prosperity & general welfare

Concerns for the balance of the interest of sub dividers, homeowners and public

Concerns for the effects of the proposed development on the local tax base

The ability of existing or planned infrastructure and transportation system to serve the proposed development

Other (please elaborate): \_\_\_\_\_

Planning Commission Chairman: \_\_\_\_\_

Date: Aug 9 2022

Anderson County Planning & Development

401 East River Street

Anderson, South Carolina 29624 | Phone: (864) 260-4720

**Anderson County Planning Commission  
Staff Report  
July 12, 2022**

Applicant:	Tejashkumar Patel
Current owner:	Yogiraj, LLC
Property location:	5928 & 5930 Highway 187
Precinct:	Mount Tabor
Council district:	4
TMS#(s):	43-00-12-001
Acreage:	+/- .92 acres
Current zoning:	C-1N (Neighborhood Commercial District)
Requested zoning:	C-2 (Highway Commercial District)

The Highway Commercial district is established to provide for the development on major thoroughfares of commercial land uses which are oriented to customers traveling by automobile. Establishments in this district provide goods and services for the traveling public and also for the convenience of local residents.

Surrounding zoning:	North: I-2 (Industrial Park District) South: R-20 (Single-Family Residential District) East: R-20 (Single-Family Residential District) West: I-2 (Industrial Park District)
Evaluation:	This request is to rezone from C-1N to C-2 for the purpose of expanding existing business. Potential uses include food service, tobacco, cigar, or vape shop, coffee shop, moving truck rentals, or liquor or ABC stores.
Public outreach:	Staff hereby certifies that the required public notification actions have been completed, as follows: <ul style="list-style-type: none"><li>- July 25, 2022: Rezoning notification postcards sent to 52 property owners within 2,000' of the subject property; to date, staff has received <b>no</b> phone calls requesting more information.</li><li>- July 25, 2022: Rezoning notification signs posted on subject property;</li><li>- July 25, 2022: Planning Commission public hearing advertisement published in the <i>Independent-Mail</i>.</li></ul>
Staff recommendation:	At the Planning commission Meeting during which the rezoning is scheduled to be discussed, staff will present their recommendation at that time.



# Rezoning Application

## Anderson County Planning & Development

\_\_\_\_\_  
Date of Submission

\_\_\_\_\_  
Approved/Denied

### Applicant's Information

Applicant Name: Tejashkumar Patel

Mailing Address: 5930 Hwy 187, Anderson, SC 29625

Telephone: 732-857-1033

Email: taj8612@gmail.com

### Owner's Information

*(If Different from Applicant)*

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

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

### Project Information

Property Location: 5930 Hwy 187, Anderson, SC 29625

Parcel Number(s)/TMS: 430012001

County Council District: District 4

School District: District 4

Total Acreage: 0.92 AC

Current Land Use: \_\_\_\_\_

Requested Zoning: C-2

Current Zoning: C-1N

Purpose of Rezoning: Expend business opportunity

Are there any Private Covenants or Deed Restrictions on the

☐ Yes

☒ No

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

Patel Tejash 2

Applicant's Signature

7/7/22

Date

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

Additional Information or Comments: \_\_\_\_\_

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

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

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

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

Patel Tejash 2

Applicant's Signature

6/15/2022

Date

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

**For Office Use Only:**

Application Received By: \_\_\_\_\_

Complete Submission Date: \_\_\_\_\_

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

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





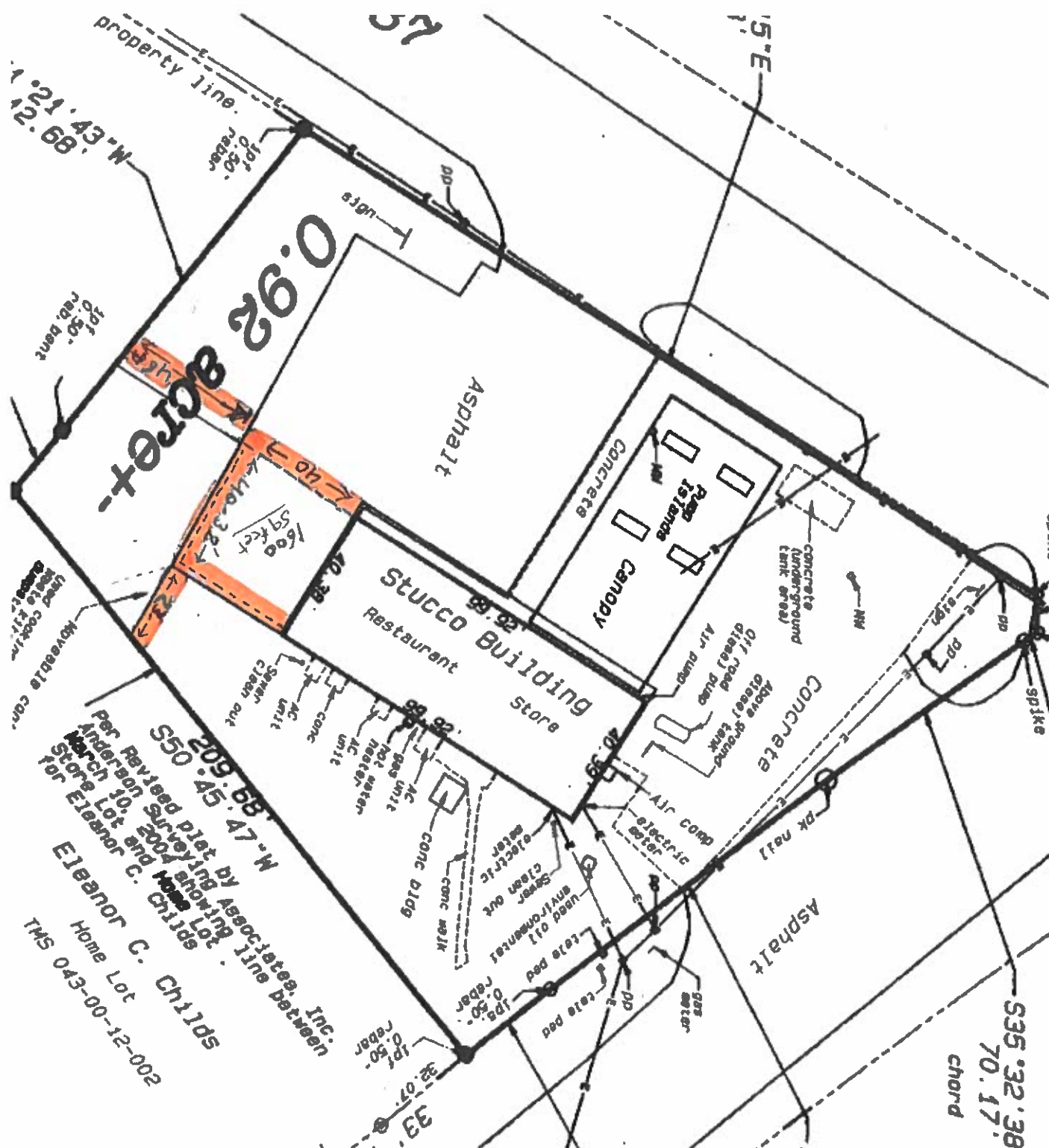
## ANDERSON COUNTY REZONING APPLICATION NARRATIVE

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

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

I am rezoning this my Property to open more opportunity to do more business. ~~My~~ my plans is to add 2000 square feet to addition to the current building. And either rent to someone or open my own business. it can be food serving, Tobacco shop, Cigar Shop, coffee shop, Vape shop, U-haul Rente liquor stores, ABC store. ~~Anything that I want~~  
After Rezoning to - C-2 it will give me more opportunity to do more business.

Also it will Add .5-8 New Jobs. At it will generate more income for County



South Carolina Secretary of State

# Business Entities Online

File, Search, and Retrieve Documents Electronically

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## YOGIRAJ LLC

### Corporate Information

**Entity Type:** Limited Liability Company

**Status:** Good Standing

**Domestic/Foreign:** Domestic

**Incorporated State:** South Carolina

### Important Dates

**Effective Date:** 08/10/2015

**Expiration Date:** N/A

**Term End Date:** N/A

**Dissolved Date:** N/A

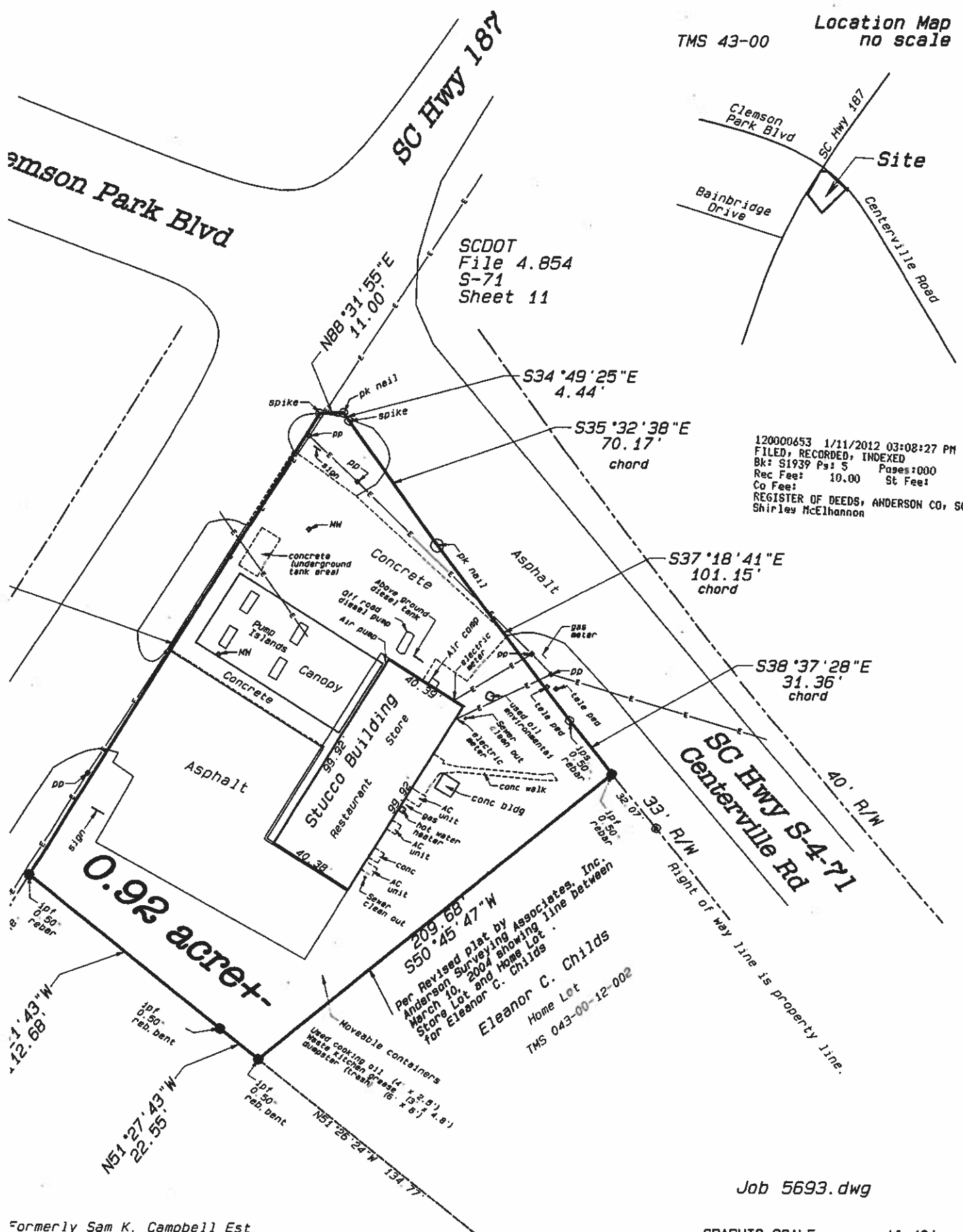
### Registered Agent

**Agent:** TEJASHKUMAR PATEL

**Address:** 5930 HIGHWAY 187  
ANDERSON, South Carolina 29625

### Official Documents On File

Filing Type	Filing Date
Organization	08/10/2015



TMS 43-00 Location Map  
no scale

SCDOT  
File 4.854  
S-71  
Sheet 11

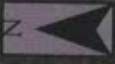
120000653 1/11/2012 03:08:27 PM  
FILED, RECORDED, INDEXED  
Bk: S1939 Pg: 5 Pages: 000  
Rec Fee: 10.00 St Fee:  
Co Fee:  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon

0.92 acre+-  
Per Revised plat by Associates, Inc.  
Anderson Co, 2004 showing  
March Lot and Home Lot  
Store for Eleanor C. Childs  
Eleanor C. Childs  
Home Lot  
TMS 043-00-12-002

Job 5693.dwg

GRAPHIC SCALE

1"=40'



CLEMSON RESEARCH BLVD  
CLEMSON RESEARCH BLVD

CENTERVILLE RD

HIGHWAY 187

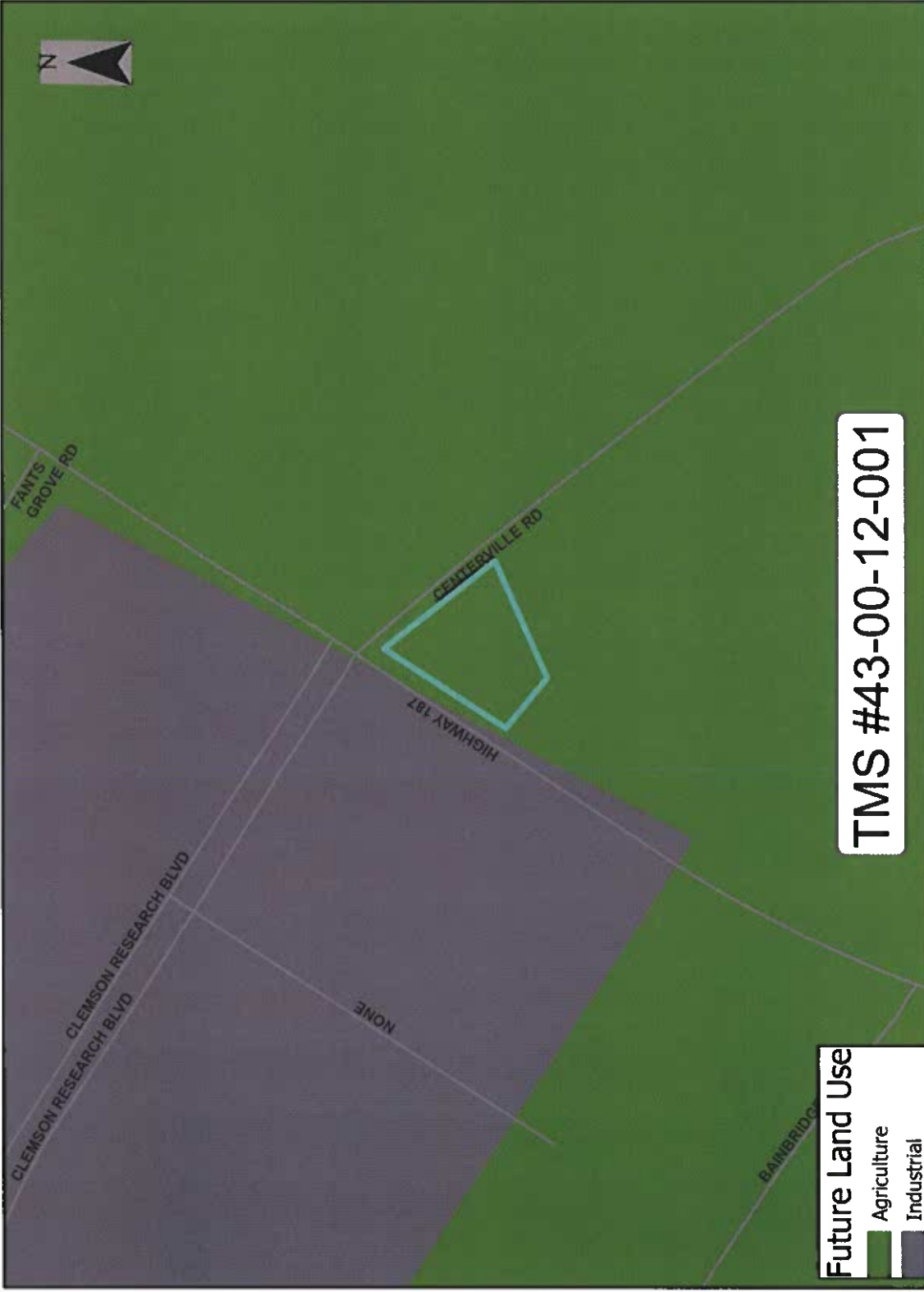
BAINBRIDGE DR

NONE

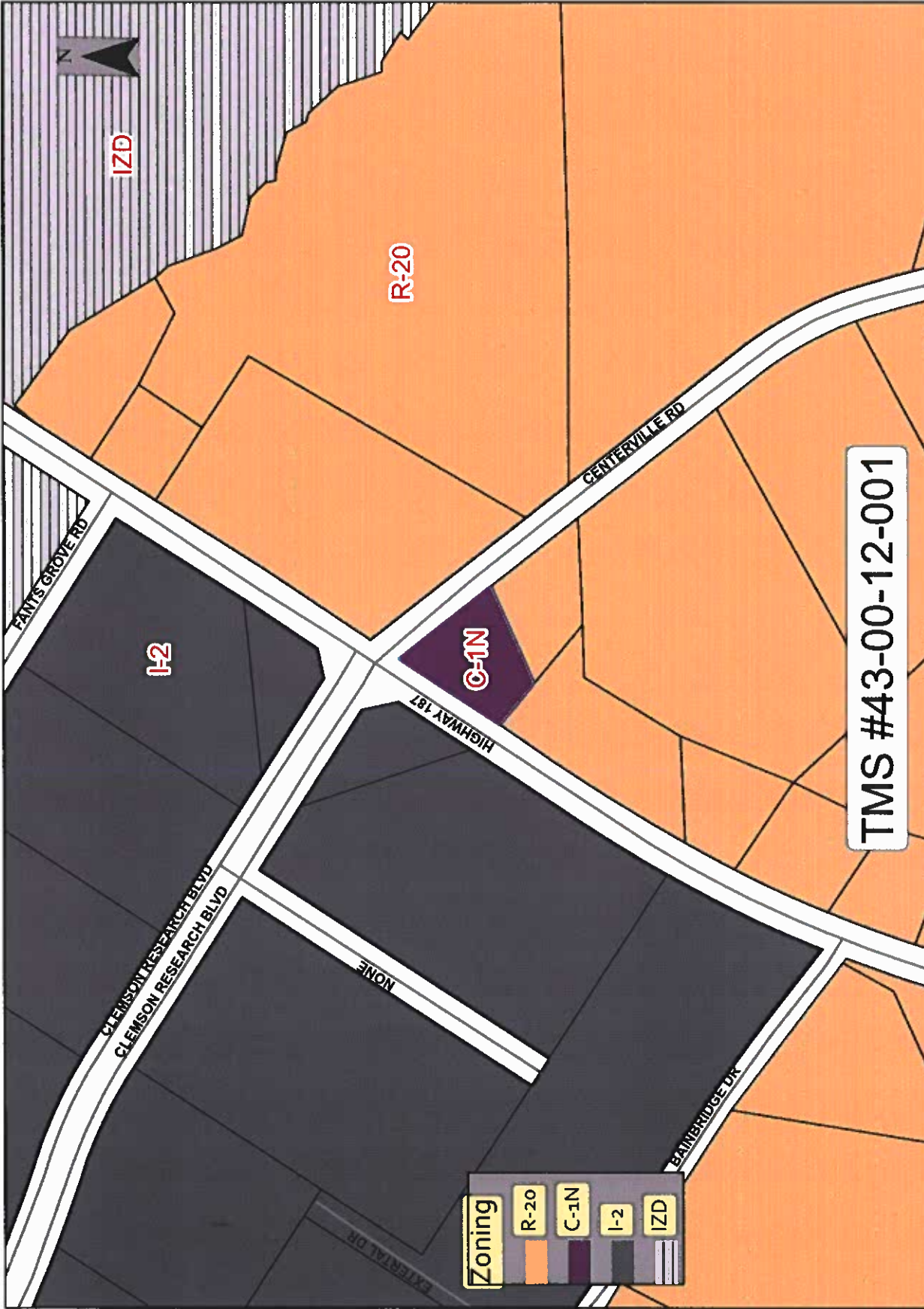
Aerial Photography

TMS #65-00-04-013

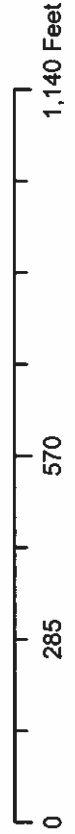








TMS #43-00-12-001



**ORDINANCE NO. 2022-039**

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

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted 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 December 1, 2010, as amended, with Greenville County (“Agreement”);

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

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

**NOW, THEREFORE**, be it ordained by Anderson County Council that Exhibit A to the Agreement is 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, at and after adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include the property and Exhibit A as so revised, without further action by either county.

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

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

ATTEST:

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

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

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



APPROVED AS TO FORM:

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Leon C. Harmon  
Anderson County Attorney

First Reading:	September 6, 2022
Second Reading:	<hr/>
Third Reading:	<hr/>
Public Hearing:	<hr/>

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

**LEGAL DESCRIPTION**

All that certain piece, parcel or lot of land, with all improvements located thereon, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 4.89 acres on plat entitled "Survey for U.S. Tool Inc." dated August 2, 1999, prepared by Chapman Surveying Co. Inc., recorded in the Office of the Register of Deeds for Greenville County in Plat Book 40-V at Page 68, reference being made to said plat for a more complete metes and bounds description hereof.

LESS AND EXCEPT, HOWEVER, that portion of the property containing 624 square feet, more or less, conveyed to the County of Greenville for Chick Springs Road Improvement Project by deed dated June 25, 2002, recorded in the Office of the Register of Deeds for Greenville County on January 10, 2003 in Deed Book 2022 at Page 1975.

This being the same property as conveyed to Robin Jean Sarles, Trustee of the Robin Jean Sarles Revocable Trust, U/D/T dated May 4, 2020, And As May Be Amended from Teamack, LLC by deed executed May 4, 2020 and recorded May 8, 2020 in Deed Book 2593 at Page 2765 in the Office of Register of Deeds for Greenville County, South Carolina.

TMS # T011000201900

**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 \_\_\_\_\_, 2022, \_\_\_\_\_, 2022, and \_\_\_\_\_, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

\_\_\_\_\_  
Clerk, Anderson County Council

**ORDINANCE NO. 2022-040**

**AN ORDINANCE TO TRANSFER CERTAIN PARCELS OF REAL PROPERTY TO THE TOWN OF PELZER; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the Anderson County code requires a public hearing prior to the sale of real property; and

**WHEREAS**, the town of Pelzer has requested transfer of ownership over the below referenced real properties; and

**WHEREAS**, Anderson County has never utilized these properties and has no current plan to utilize them; and

**WHEREAS**, the requested parcels of real property consist of thin strips of concrete paths, previously used as walkways, that are situated between privately owned property.

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

1. Anderson County desires to transfer the following parcels of real property to the town of Pelzer:
  - a. Parcel at 156 Paul Street bearing TMS 243-02-09-002.
  - b. Parcel at 162 Fuller Street bearing TMS 243-02-09-008.
  - c. Parcel at 378A Front Street bearing TMS 243-03-09-003.
  - d. Parcel at 388A Goodrich Street bearing TMS 243-03-10-007.
2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take 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.

[SIGNATURE PAGE TO FOLLOW]

**ATTEST:**

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

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

**FOR ANDERSON COUNTY:**

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

**APPROVED AS TO FORM:**

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

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

**ORDINANCE NO. 2022-041**

**AN ORDINANCE TO TRANSFER A RIGHT-OF-WAY INTEREST IN REAL PROPERTY TO BIG WATER MARINA, LLC; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the Anderson County code requires a public hearing prior to the sale of real property; and

**WHEREAS**, Anderson County previously accepted a portion of Big Water Road from the South Carolina Department of Transportation in Resolution No. R2020-016; and

**WHEREAS**, Anderson County has never utilized this property and has no current plan to utilize it; and

**WHEREAS**, the referenced right-of-way consists of a triangle shaped parcel that is approximately 0.06 acres in size.

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

1. Anderson County desires to transfer the following real property to Big Water Marina, LLC for a nominal fee:
  - a. A triangular shaped parcel of right-of-way to be recombined with TMS 35-00-02-015, as represented in Plat Slide 2910 at Page 9 recorded in the Office of the Anderson County Register of Deeds.
2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.
4. This Ordinance shall take 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.

[SIGNATURE PAGE TO FOLLOW]

**ATTEST:**

---

Rusty Burns  
Anderson County Administrator

---

Renee Watts  
Clerk to Council

**FOR ANDERSON COUNTY:**

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Tommy Dunn, District #5, Chairman

**APPROVED AS TO FORM:**

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Leon C. Harmon  
Anderson County Attorney

First Reading: September 6, 2022

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

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

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

**ORDINANCE NO. 2022-042**

**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 HURRICANE 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 Hurricane, a \_\_\_\_\_ (the “*Company*”) (which was known to the County at the time as “*Project Hurricane*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for the purpose of an industrial warehouse and distribution building (collectively, the “*Project*”); and

**WHEREAS,** the Company has represented that the Project will involve an investment of approximately \$16,000,000 in the County 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**, the Company was also assigned that certain Fee in Lieu of Tax Agreement dated as of March 1, 2018, (the “**2018 Fee Agreement**”) entered into by the County and Wilson, Inc. of Piedmont, a/k/a Wilson Inc. of Piedmont SC, a/k/a Wilson, Inc. (collectively, “**Assignor**”) (the transaction being the “**Assignment**”); 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, and the County now wishes to ratify the Assignment.

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

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

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

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

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

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

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

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

Section 3. The County, pursuant to Section 12-44-120 of the FILOT Act, hereby expressly ratifies, consents and agrees to the transfer and assignment to, and assumption by the Company of, Assignor’s rights, obligations, title, and interest in, to and under the 2018 Fee Agreement as provided in that certain Assignment and Assumption Agreement by and between the Company and Assignor and further ratifies and consents to the terms of the Assignment.

Section 4. 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 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

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

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

**ANDERSON COUNTY, SOUTH CAROLINA**

---

Tommy Dunn, Chairman  
Anderson County Council

Attest:

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

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

Approved as to form:

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

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

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

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

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Renee Watts, Clerk to 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 HURRICANE**

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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>	[To come.]	<b>Project Name:</b>	<b>Project Hurricane</b>
<b>Projected Investment:</b>	\$18,053,000.00	<b>Projected Jobs:</b>	N/A
<b>Location (street):</b>	[To come.]	<b>Tax Map No.:</b>	[To come.]
<b>1. FILOT</b>			
Required Investment:	FILOT Act Minimum Investment Requirement		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 years
Fixed Millage:	.33207	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010 by and between Anderson County and Greenville County <sup>1</sup>		
<b>3. SSRC</b>			
Total Amount:	See Section 4.02		
No. of Years	30 years		
Yearly Increments:	85% for years 1-5; 35% for years 6-30		
Clawback information:	See Section 4.02		
<b>4. Other information</b>			

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<sup>1</sup> County to confirm.



## FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2022 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Anderson County Council (the “*County Council*”) as the governing body of the County, and **PROJECT HURRICANE**, 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 collection of buildings in the County for industrial, manufacturing, distribution, or warehouse space.

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

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

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

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

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

## ARTICLE I

### DEFINITIONS

#### Section 1.01    Definitions

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

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

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

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

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

***“Company”*** shall mean Project Hurricane, 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 the FILOT Act Minimum Investment Requirement in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***“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.

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

***“Investment Period”*** shall mean the Initial Investment Period plus, if applicable pursuant to Section 3.01(a) hereof, the Extended 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,<sup>2</sup> as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

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

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

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<sup>2</sup> County to confirm.

***“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 .33207 mills which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

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

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

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

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of industrial, manufacturing, distribution, or warehouse space, 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 within the Initial Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2022. The County agrees that if the Company meets the Contract Minimum Investment Requirement during the Initial Investment Period, the Company shall be entitled hereunder to the Extended Investment Period with respect to the Project. Failure by the Company to achieve the Contract Minimum Investment Requirement shall not result in an Event of Default under this Agreement.

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

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

#### Section 3.02 Diligent Completion

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

#### Section 3.03 Filings and Reports

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

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



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

[End of Article III]

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

Section 4.01    FILOT Payments

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

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

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

**Step 3:** Use a millage rate of .33207 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 thirty (30) consecutive years in an amount equal to eighty-five percent (85%) for years one through five (1-5) and thirty-five percent (35%) for years six through thirty (6-30) 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) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Investment Period.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property),

the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

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

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

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

#### Section 4.04 Removal of Equipment

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

#### Section 4.05 FILOT Payments on Replacement Property

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

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

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

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

In the event of a Diminution in Value of the Economic Development Property, the 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 Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

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

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

#### Section 5.06 Indemnification Covenants

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

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

Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

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

#### Section 5.07 Qualification in State

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

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

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

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any



Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

#### Section 5.10 Administration Expenses

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

#### Section 5.11 Priority Lien Status

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

#### Section 5.12 Interest; Penalties

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

#### Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such

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

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01 Events of Default

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

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

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

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

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

#### Section 6.02 Remedies Upon Default

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

(i) terminate this Fee Agreement; or

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

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

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

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

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

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

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

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

#### Section 6.04 No Waiver

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

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    Notices

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

If to the Company:

Project Hurricane  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

Haynsworth Sinkler Boyd, P.A.  
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)  
One North Main Street  
2nd Floor  
Greenville, South Carolina 29601

If to the County:

Anderson County  
Attn: County Administrator  
101 S. Main Street  
Anderson, South Carolina 29624

With a copy to:

Anderson County Attorney  
101 S. Main Street  
Anderson, South Carolina 29624

Section 7.02    Binding Effect

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

### Section 7.03    Counterparts

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

### Section 7.04    Governing Law

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

### Section 7.05    Headings

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

### Section 7.06    Amendments

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

### Section 7.07    Further Assurance

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

### Section 7.08    Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, and the Company and any Sponsor Affiliates do not realize the economic benefit they are intended to receive from the County under this Fee Agreement, the County shall provide the Company and any Sponsor Affiliates additional Special Source Revenue Credits to the maximum extent permitted by law, in an amount sufficient to ensure the same net financial benefit is afforded to the Project as is to be provided hereunder. Further, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09    Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10    Entire Understanding

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

Section 7.11    Waiver

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

Section 7.12    Business Day

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

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

Attest:

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

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



**PROJECT HURRICANE**

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

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

**EXHIBIT A**

**DESCRIPTION OF LAND**

**[To come.]**

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

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

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

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

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

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

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

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of \_\_\_\_\_, 2022 between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

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

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

**ORDINANCE NO. 2022-043**

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

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

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

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

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

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

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

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

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

1<sup>st</sup> Reading: September 6, 2022

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

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

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

**FOR ANDERSON COUNTY:**

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

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

Anderson County TMS Numbers:

[To come.]

**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 \_\_\_\_\_, 2022, \_\_\_\_\_, 2022 and \_\_\_\_\_, 2022, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, Anderson County Council

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



**ORDINANCE NO. 2022-044**

**AN ORDINANCE APPROVING AN AMENDMENT FOR THE ENLARGEMENT OF THE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND GREENVILLE COUNTY, SOUTH CAROLINA; AND MATTERS RELATING THERETO.**

**WHEREAS**, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “**MCIP Act**”), Anderson County (the “**County**”), acting by and through its County Council (“**County Council**”), is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Greenville County (“**Park**”);

**WHEREAS**, MDTH Fuse, LLC (“**MDTH**”) has obtained certain land and is presently recruiting a project on such land (“**Project Lifeboat**”);

**WHEREAS**, MDH F2 Greenville 301GR, LLC (“**MDH**”) is locating a project in Greenville County consisting of \$5,000,000 in new investments in Greenville County (“**Project MDH**” and together with Project Lifeboat, the “**Projects**”);

**WHEREAS**, in connection therewith, MDTH, MDH and the County desire to include certain property owned or to be owned by MDTH and MDH as more particularly described on Exhibit A attached hereto (the “**Property**”) in an existing multi-county industrial park created pursuant to an agreement (the “**Agreement**”) between the County and Greenville County in order to provide certain incentives to MDTH and MDH.

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

Section 1.       The Agreement is hereby and shall be amended to include the Property in the Park.

Section 2.       The Amendment to the Agreement attached hereto as Exhibit B is hereby approved, and the Chair of County Council, County Administrator, and Clerk to County Council are hereby authorized, empower, and directed to execute, acknowledge and deliver the Amendment to MDTH, MDH and Greenville County.

Section 3.       Pursuant to the MCIP Act and the terms of the Agreement, the expansion of the Park’s boundaries is complete on adoption of this Ordinance by County Council and the adoption of a similar ordinance by Greenville County authorizing the expansion of the Park with a description of the additional property to be included in the Park.

Section 4.       Revenues generated for the applicable multicounty industrial park from payments by MDTH and MDH of the amounts determined under the applicable 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 amendment of the Agreement to extend the term of the Agreement as it relates to the Projects to a period of forty (40) years for each annual phase of the Projects placed in service is hereby authorized and approved.

Section 6. 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: \_\_\_\_\_  
Chairman of County Council

ATTEST:

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

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

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

Approved as to Form:

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

## **EXHIBIT A**

### **ANDERSON COUNTY PROPERTY DESCRIPTION**

All that certain lot, tract or parcel of land situated in Williamston Township, Anderson County, South Carolina, known as TMS 216-00-08-016, and shown as Tract 1 on a plat for Estate of Mary Ellison Cothran by J. Don Lee Land Surveyors dated September 9, 1990 and being more fully described as follows:

Beginning at an iron pin property corner (p.o.b.) On the eastern side of the i-85 frontage road, approximately 426 feet south of Elrod Road, thence along with MSSW Properties, LLC s77°51'20"e a distance of 670.15 feet to an iron pin, thence turning and running along Coi Anderson Industrial, LLC along a traverse line following a branch which is the property line the following calls: s25°42'40" w a distance of 61.23 feet, s02°16'28" w a distance of 516.75 feet to an iron pin, thence turning and running along Coi Anderson Land LLC s80°13'54" w a distance of 881.55 feet to an iron pin on the eastern right-of-way of the i-85 frontage road, thence turning and running along the eastern right-of-way of the i-85 frontage road the following calls: n14°30'12" e a distance of 328.69 to an iron pin, n16°14'40" e a distance of 395.06 feet, n22°24'40" e a distance of 178.00 feet to an iron pin, said iron pin being point of beginning and containing 12.60 acres (578,984 s.f.).

Tax Map No.: 216-00-08-016

### **GREENVILLE COUNTY PROPERTY DESCRIPTION**

ALL that piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Tract 1, containing 32.34 acres, more or less, as shown on a plat of survey entitled "Recombination Survey for Augusta Grove Passco I Owner, LLC", dated October 25, 2019, prepared by Arrow North Surveying, LLC, and recorded in the ROD Office for Greenville County in Plat Book 1357 at Page 78, reference to said plat being craved for a more complete metes and bounds description thereof.

**EXHIBIT B**

AMENDMENT TO MCBP AGREEMENT

(See attached)

STATE OF SOUTH CAROLINA ) AMENDMENT TO THE 2010 AGREEMENT  
) FOR THE  
DEVELOPMENT OF JOINT  
COUNTY OF GREENVILLE ) COUNTY INDUSTRIAL AND BUSINESS  
) PARK BETWEEN GREENVILLE COUNTY  
) AND ANDERSON COUNTY (MDTH FUSE,  
COUNTY OF ANDERSON ) LLC AND MDH F2 GREENVILLE 301GR,  
) LLC)

THIS AMENDMENT IS ENTERED INTO TO BE EFFECTIVE AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022 BETWEEN GREENVILLE COUNTY, SOUTH CAROLINA AND ANDERSON COUNTY, SOUTH CAROLINA.

By authority of Ordinances No. \_\_\_\_\_ adopted by the County Council of Greenville County on \_\_\_\_\_, 2022 and Ordinances No. \_\_\_\_\_ enacted by the County Council of Anderson County on \_\_\_\_\_, 2022, for value received, Greenville County and Anderson County hereby agree that the property described in Exhibit A and Exhibit B attached hereto is hereby added to and shall be deemed to be a part of the Agreement for the Development of Joint County Industrial and Business Park (2010 Park) between Greenville County and Anderson County dated as of December 1, 2010 (the "Park Agreement") and such property described in Exhibit A hereto shall be added to Exhibit A of the Park Agreement and such property described in Exhibit B hereto shall be added to Exhibit B of the Park Agreement.

All other terms and provisions of said Agreement shall remain in full force and effect.

WITNESS our hands and seals as of the day first above written.

**GREENVILLE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name:  
Greenville County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Name:  
Clerk to Greenville County Council

**ANDERSON COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name:  
Anderson County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Name:  
Clerk to Anderson County Council

## **EXHIBIT A**

### **GREENVILLE COUNTY PROPERTY DESCRIPTION**

Property owned by MDH F2 Greenville 301GR, LLC:

ALL that piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Tract 1, containing 32.34 acres, more or less, as shown on a plat of survey entitled "Recombination Survey for Augusta Grove Passco I Owner, LLC", dated October 25, 2019, prepared by Arrow North Surveying, LLC, and recorded in the ROD Office for Greenville County in Plat Book 1357 at Page 78, reference to said plat being craved for a more complete metes and bounds description thereof.

## **EXHIBIT B**

### **ANDERSON COUNTY PROPERTY DESCRIPTION**

Property owned by MDTH Fuse, LLC:

All that certain lot, tract or parcel of land situated in Williamston Township, Anderson County, South Carolina, known as TMS 216-00-08-016, and shown as Tract 1 on a plat for Estate of Mary Ellison Cothran by J. Don Lee Land Surveyors dated September 9, 1990 and being more fully described as follows:

Beginning at an iron pin property corner (p.o.b.) On the eastern side of the i-85 frontage road, approximately 426 feet south of Elrod Road, thence along with MSSW Properties, LLC s77°51'20"e a distance of 670.15 feet to an iron pin, thence turning and running along Coi Anderson Industrial, LLC along a traverse line following a branch which is the property line the following calls: s25°42'40"w a distance of 61.23 feet, s02°16'28"w a distance of 516.75 feet to an iron pin, thence turning and running along Coi Anderson Land LLC s80°13'54"w a distance of 881.55 feet to an iron pin on the eastern right-of-way of the i-85 frontage road, thence turning and running along the eastern right-of-way of the i-85 frontage road the following calls: n14°30'12"e a distance of 328.69 to an iron pin, n16°14'40"e a distance of 395.06 feet, n22°24'40"e a distance of 178.00 feet to an iron pin, said iron pin being point of beginning and containing 12.60 acres (578,984 s.f.).

Tax Map No.: 216-00-08-016



## **RESOLUTION 2022-049**

**A RESOLUTION TO APPROVE ACCEPTANCE BY ANDERSON COUNTY, SOUTH CAROLINA, OF A PORTION OF RYOBIDRIVE (S-4-166) FROM THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ("SCDOT") NEAR THE INTERSECTION OF MARTIN ROAD AND RYOBIDRIVE AND SC HIGHWAY 81 NORTH; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the SCDOT has completed the relocation and improvement project in the vicinity of the intersection of Ryobi Drive with Martin Road, Ryobi Drive and SC Highway 81 North; and,

**WHEREAS**, this project was funded by LPA; and,

**WHEREAS**, the SCDOT proposes to transfer approximately 0.226 miles of Ryobi Drive from the State system to Anderson County; and,

**WHEREAS**, County Council desires to accept the transfer of approximately 0.226 miles of Ryobi Drive from SCDOT and provide maintenance for the portion of Ryobi Drive.

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

1. Anderson County hereby approves the acceptance of approximately 0.226 miles of Ryobi Drive near the intersection of Martin Road, Ryobi Drive and SC Highway 81 North as shown on the attached **Exhibit A** into the County System.
2. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
3. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
4. This resolution shall take effect and be in force immediately upon enactment.

**RESOLVED** this 6th day of September 2022, in meeting duly assembled.

**ATTEST:**

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

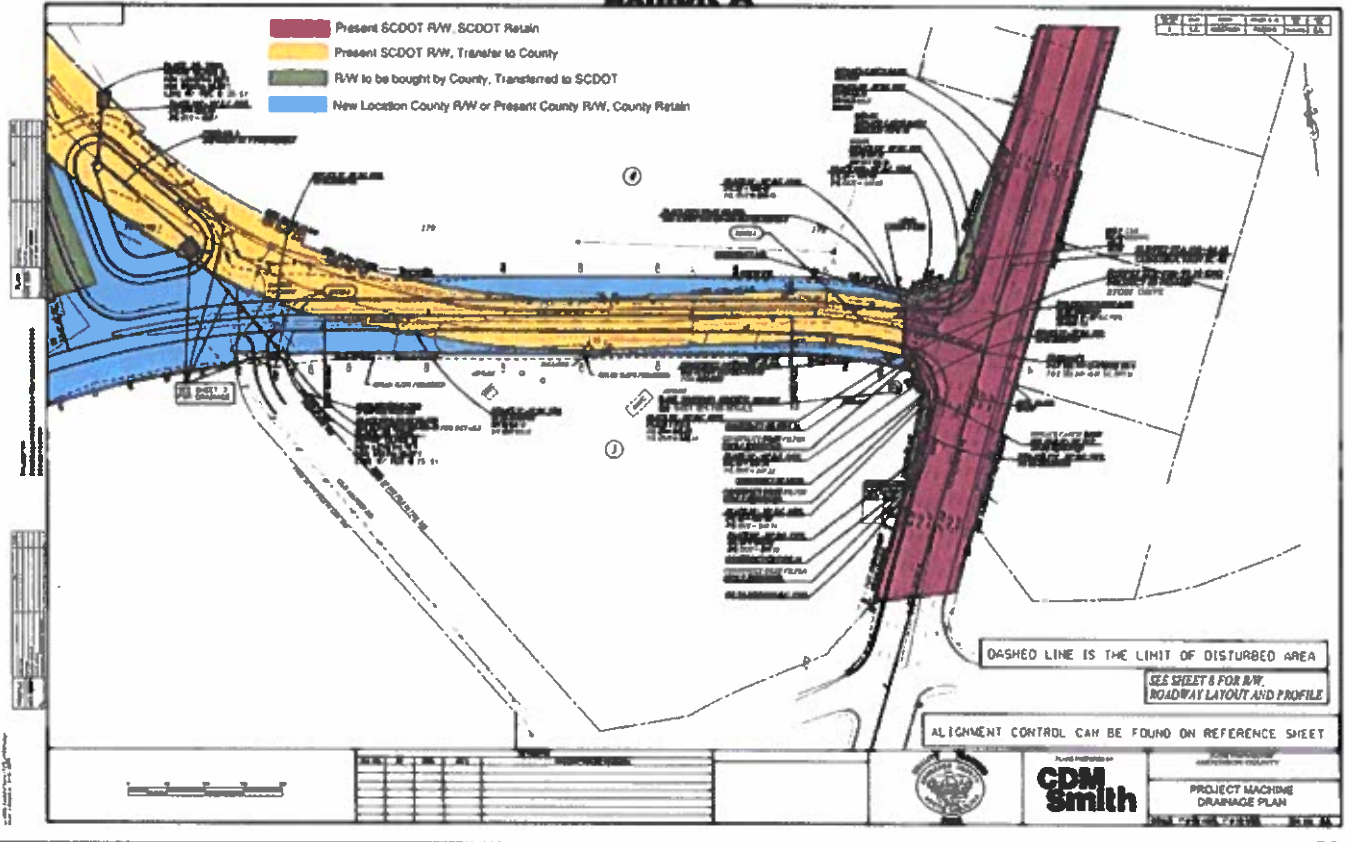
\_\_\_\_\_  
Tommy Dunn, Chairman  
Anderson County Council

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

**APPROVED AS TO FORM:**

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

# EXHIBIT A



## RESOLUTION NO. 2022-050

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

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

**WHEREAS PROJECT HURRICANE** (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial warehouse and distribution facility in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least approximately \$16,000,000.00 in non-exempt investment by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

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

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

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

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

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

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

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

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

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

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

**ANDERSON COUNTY, SOUTH CAROLINA**

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

Attest:

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

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

Approved as to form:

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

## INDUCEMENT AGREEMENT

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

WITNESSETH:

### ARTICLE I RECITATION OF FACTS

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

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

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial warehouse and distribution facility in the County (collectively, the “*Project*”), which will result in an expected investment by the Company in the Project of at least approximately \$16,000,000.00 (the “*Investment Target*”) by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “*Investment Period*”).

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

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company’s investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.



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

## ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

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

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

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

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

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

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

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

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

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to eighty-five percent (85%) for years one through five (1-5) and thirty-five percent (35%) for years six through thirty (6-30) of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for thirty (30) consecutive years.

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

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

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

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

Section 2.8. Should the Company fail to collectively invest at least \$16,000,000.00 in connection with the Project, by the end of the Investment Period, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement (taking into account all infrastructure credits actually received) and the amount of *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into, with interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant

to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Investment Period.

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

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

Section 3.2. If the Project proceeds as contemplated:

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

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

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

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

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

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

### **ARTICLE IV GENERAL PROVISIONS**

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition

that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

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

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

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

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

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

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

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

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

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

**ANDERSON COUNTY, SOUTH CAROLINA**

---

Tommy Dunn, Chairman  
Anderson County Council

Attest:

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

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

**PROJECT HURRICANE**

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

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

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

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

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



South Carolina Department of  
**Natural Resources**

---



Robert H. Boyles, Jr.  
**Director**  
Colonel Chisolm Frampton  
Deputy Director for  
**Law Enforcement**

Rusty Burns  
Anderson County Administrator  
PO Box 8002  
Anderson, SC 29622

Dear Mr. Burns:

We are writing you concerning the 24 x 32 outbuilding located within the same location as the old Armory building at, 1001 David Lee Coffee Place in Anderson, that is slated for demolition.

If Anderson County has no use for this building, South Carolina Department of Natural Resources would appreciate the opportunity to repurpose that building for a training facility at our Lake Hartwell boat area.

Thank you very much for your consideration in this matter, and please do not hesitate to contact us with any questions, logistical or otherwise. My phone number is 864-986-6240, and my email address is RileyD@dnr.sc.gov

Sincerely,

A handwritten signature in black ink, appearing to read "DJ Riley", with a stylized flourish at the end.

Captain DJ Riley  
311 Natural Resources Dr.  
Clemson, SC 29631



# MEMORANDUM

## ADMINISTRATOR'S OFFICE

**DATE:** 8/30/2022

**TO:** **RUSTY BURNS**  
County Administrator

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

**CC:** **LEON HARMON**  
County Attorney

**SUBJECT:** **REQUEST FROM HIGHWAY 88 WATER COMPANY**  
County sponsorship of SCIIP grant

Anderson County is being asked to stand as the applicant of record for a SC Infrastructure Improvement Program (SCIIP) program grant request by Highway 88 Water Company

Per program regulations, a non-profit water company such as Highway 88 must have an appropriate unit of local government be the applicant. I have discussed this matter with officials at SC Rural Infrastructure Authority and am satisfied that, by taking this action, the county will not be putting itself at a disadvantage with regard to other projects of county interest in the SCIIP program.

There are to be no costs incurred by the county. We will need to execute an RIA-endorsed subrecipient agreement with Highway 88 Water Company should their request be approved.

The project includes replacing problematic existing supply mains along Central Road, Eighteen Mile Road, and Mulliken Road. A map is attached for reference.

Mr. Burns will need to sign said application. Please consult with County Council and advise.

**Tommy Dunn**  
Chairman, District 5

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

**Ray Graham**  
Council District 3

**Cindy Wilson**  
Council District 7

**ANDERSON COUNTY**  
SOUTH CAROLINA

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

**Glenn A. Davis**  
Council District 2

**Jimmy Davis**  
Council District 6

**Renee Watts**  
Clerk to Council

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

The map displays the Greenville, South Carolina area with three proposed water transmission lines. Line 1 is a red line, Line 2 is a thick black line, and Line 3 is a blue line. The map includes numerous street names and a legend indicating that the colored lines represent separators.

**Line 1: 16,400 LF 8"**

**Line 2: 6,700 LF 10"**

**Line 3: 1,500 LF 6"**

**Legend**

Separator

**3.**  
**1,500 LF 6"**

**Legend**

- Separator
- 2022\_SCIIP\_Project
- <all other values>

**Diameter**

- 0.75
- 1
- 2
- 2.5
- 3
- 4
- 6
- 8
- 10
- 12
- 16
- 18
- 24
- rhwy88\_End

1 inch = 5,000 feet



## Anderson County Auditor's Office

July 25, 2022

Honorable Tommy Dunn, Chairman  
Anderson County Council  
PO Box 8002  
Anderson, SC 29622

Dear Mr. Dunn,

The levy setting process is here once again. To enable us to meet the deadline, I am requesting the following information:

1. The tax levy for the Anderson County Council for the 2022 Tax Year.
2. An original signed copy of the certification below, which states that the Anderson County Council levy is in compliance with South Carolina Code Section 12-43-285.

For your convenience, I am enclosing a copy of the above reference code. Please return this information to the Auditor's Office no later than September 15, 2022.

I appreciate the excellent working relationship this office has with the Anderson County Council and its fine staff. If you have any questions, please feel free to call me at 260-4027.

Sincerely,

Anderson County Auditor's Office

I, Tommy Dunn, Chairman, Anderson County Council, on behalf of the Anderson County Council, do hereby certify to the Anderson County Auditor's Office that the 2022 Tax Levy is in compliance with the laws limiting the millage rate imposed by that political subdivision pursuant to South Carolina Code Section 12-43-285.

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

\_\_\_\_\_  
Date

Enclosure

Cc: Mr. Rusty Burns, Administrator

**SECTION 12-43-285. Certification of millage rates; excessive rates.**

(A) The governing body of a political subdivision on whose behalf a property tax is billed by the county auditor shall certify in writing to the county auditor that the millage rate levied is in compliance with laws limiting the millage rate imposed by that political subdivision.

(B) If a millage rate is in excess of that authorized by law, the county treasurer shall either issue refunds or transfer the total amount in excess of that authorized by law, upon collection, to a separate, segregated fund, which must be credited to taxpayers in the following year as instructed by the governing body of the political subdivision on whose behalf the millage was levied. An entity submitting a millage rate in excess of that authorized by law shall pay the costs of implementing this subsection or a pro rata share of the costs if more than one entity submits an excessive millage rate.

## **ANDERSON COUNTY TAX LEVIES – TAX YEAR 2022 (FY 23)**

These 2022 tax levies support the County's FY 22-23 Budget as approved by County Council for the FY 23 Budget along with comparison of the FY 21-22 tax levies:

	<b><u>FY 23</u></b>	<b><u>FY 22</u></b>
<b>General Fund</b>	<b>.0635</b>	<b>.0652</b>
<b>Library</b>	<b>.0065</b>	<b>.0069</b>
<b>Capital Projects Reserve Fund</b>	<b>.0037</b>	<b>.0038</b>
<b>County-wide EMS</b>	<b>.0064</b>	<b>.0066</b>
<b>Infrastructure Reserve Fund</b>	<b><u>.0014</u></b>	<b><u>.0014</u></b>
<b>Levies Needed to Meet Budget Approved by County Council</b>	<b><u>.0815</u></b>	<b><u>.0839</u></b>

Also, County Council is responsible for setting the following levies, which are also included in the FY 22-23 Budget Ordinance:

### **Other Levies Approved by County Council:**

	<b><u>FY 23</u></b>	<b><u>FY 22</u></b>
<b>Tri-County Technical College</b>	<b>.0031</b>	<b>.0031</b>
<b>Sewer</b>	<b>.0030</b>	<b>.0030</b>

## **SECTION II-LEVYING OF A SUFFICIENT TAX FOR COUNTY ORDINARY AND OTHER PURPOSES**

A tax of sufficient millage to fund the appropriations for the Anderson County Budgets, herein made, for the fiscal year beginning July 1, 2022 and ending June 30, 2023, after crediting against such appropriations all other revenue anticipated to accrue to Anderson County during said fiscal year, not designated for any other specific purpose, is hereby directed to be levied upon all taxable property of Anderson County upon which the County may levy County ordinary taxes, for County ordinary purposes and for other County purposes for which the County may levy a tax, other than for the Anderson County Library, Tri-County Technical College purposes, County sewer, Countywide Emergency Medical Service, Solid Waste fees, Sewer fees, Civic Center fees, Animal Shelter fees, 9-1-1 tariffs, and road encroachment fees, all as separately levied in this Ordinance, such tax to fund the following amounts or millage, which shall be separately identified, levied, collected, and accounted for, as millage, for the purposes shown, as required by subsequent sections of this Ordinance (excluding Fee-In-Lieu of Taxes), with the total millage so levied, exclusive of debt service millage to be set by the Anderson County Auditor, not to exceed 83.984.5 mills. This Ordinance shall serve as Anderson County Council's written certification to the Anderson County Auditor required under Section 12-43-285 of the South Carolina Code of Laws (1976, as amended).

County Ordinary	\$54,001,955	66.0 Mills**
2014 General Obligation Bonds	\$570,500	.7 Mills*
2020 General Obligation Bonds	\$411,250	.5 Mills*

\*Debt service levies are statutorily set by the Auditor in the fall. This is an estimate for budget purposes.

Other taxes and uniform assessments levied by this Ordinance are:

Anderson County Library -	\$5,298,045	6.7 Mills**
Infrastructure Reserve Fund	\$1,140,000	1.4 Mills**
Capital Fund	<del>\$3,3035,000</del> <u>3,035,000</u>	3.8 Mills**
Tri-County Technical College	\$2,495,000	3.1 Mills**
Anderson County Sewer	\$1,885,000	3.0 Mills
County EMS	\$5,285,000	6.6 Mills**
Solid Waste/Recycling Fees	As set in Section XV	\$75.00 per household \$85.81 per commercial
Sewer Fees	As set in Section XVI	
Civic Center Fees	As set in Section XXXIV	
Animal Shelter Fees	As set in Section XXXV	
911 Tariff	As set in Section XXXVII	
Road Encroachment Fees	As set in Section XXXVIII	

**\*\*The above levies are subject to change based upon reassessment totals compiled in the fall of 2022.**

## **SECTION III-GENERAL FUND APPROPRIATIONS AND REVENUES**

There is hereby appropriated, with the detail and the provisos as so stated in the Anderson County Budget Book, hereby incorporated by reference as a part of this Ordinance as fully as if set

**ADDENDUM B**

**ANDERSON COUNTY**

CHANGE ORDER NO: 2

Project: Great Lawn Park Project

To: Foothills Contracting Services LLC

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: see attached

Original Contract Price: \$ 299,253.10

Change Order Amount: \$ 68,381.23

New Contract Price: \$ 367,634.33

Original Completion Date: September 1st 2022

New Completion Date: November 1st 2022

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Agreement and Project documents. This adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of the County. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. This Change Order is hereby agreed to, accepted and approved.

**CONTRACTOR**

Date: 8/30/2022

By: [Signature]  
Print Name: ANDREW D. FRASER  
Its: PRESIDENT

**ANDERSON COUNTY**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: County Administrator



Proposed Change Order

PHASE	WORK ITEMS	Qty	UM	Men	Day	Hrs	HOURS	HOURLY RATE		LABOR COSTS	MATERIAL EXTENSION		SUBCONTRACTORS EXTENSION		EQUIPMENT EXTENSION		TOTALS
								Rate			UC		UC		UC		
	Estimate																
general conditions	Traffic Barriers & Traffic Control	5.00	days	1.00	5.00	8.00	40.00	\$	1,600.00	\$	\$	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$2,100.00
	supervision, truck, small tools	1.00	ls	1.00	5.00	10.00	50.00	\$75.00	\$	3,750.00	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$3,750.00
benches	remove & haul benches to 1428 Pearman Dairy Rd	4.00	ea	1.00	1.00	4.00	4.00	\$55.00	\$	220.00	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$30.00	\$340.00
	selective demo @ top of wall sidewalk	104.00	sf	2.00	1.00	10.00	20.00	\$43.00	\$	860.00	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$860.00
Demo wall	demo 1' down around perimeter	5.00	days	3.00	5.00	10.00	150.00	\$40.00	\$	6,000.00	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
Demo wall	excavator mobilization	2.00	ea					\$40.00	\$	-	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300.00
Demo wall	excavator with hammer	10.00	hrs					\$40.00	\$	-	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500.00
Demo wall	haul off concrete debris from top of wall	2.00	load					\$40.00	\$	-	\$100.00	\$	\$0.00	\$0.00	\$0.00	\$300.00	\$800.00
wall cap	cap 70' of wall with concrete (form, place and finish)	93.31	sf	2.00	2.00	8.00	32.00	\$40.00	\$	1,280.00	\$	\$	\$0.00	\$0.00	\$0.00	\$3.00	\$2,213.10
	import dirt	1,600.00	tons					\$40.00	\$	-	\$7.00	\$	\$0.00	\$0.00	\$0.00	\$18.00	\$23,200.00
beam removal	remove 1 beam	2.00	days	3.00	1.00	10.00	30.00	\$40.00	\$	1,200.00	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$250.00	\$1,450.00
	demo mobilization	1.00	ea					\$40.00	\$	-	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00
grading	d51 dozer	18.00	hrs					\$40.00	\$	-	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$235.00	\$3,760.00
grading	dynapac roller mobilization	2.00	ea					\$40.00	\$	-	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$400.00	\$400.00
grading	dynapac roller mobilization	18.00	hrs					\$40.00	\$	-	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$130.00	\$2,080.00
storm drain	6" pvc to extend drain pipe	60.00	ft					\$40.00	\$	-	\$12.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00
	pipe extension labor	4.00	hrs	2.00	1.00	4.00	8.00	\$40.00	\$	320.00	\$	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00
storm drain	curb demo & disposal	1.00	load	2.00	1.00	8.00	18.00	\$40.00	\$	840.00	\$100.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.00
curb	place and finish curb (small quantity)	24.00	ft					\$40.00	\$	-	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00
	remove 5' ACURB trees from scope	(13.00)	ea					\$40.00	\$	-	\$0.00	\$	\$500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00
CREDIT								\$40.00	\$	-	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						350.00		15,810.00		\$	\$	\$3,373.17	(1,300.00)	\$	\$0.00	\$3,873.17
	Sales Tax										\$	\$	\$66.12		\$	\$2,085.30	\$2,741.42
	Overhead	7.00%						\$	958.18		\$	\$	\$67.64		\$	\$1,818.79	\$3,419.08
	Profit	5.00%						\$	1,916.36		\$	\$	\$1,215.67		\$	\$1,517.50	\$6,839.12
	Bond	2.50%						\$	479.03		\$	\$	\$303.92		\$	\$65.92	\$1,709.53
	Grand Total								\$19,163.64		\$	\$	\$12,156.72		\$	\$1,575.76	\$38,636.64
																	\$68,381.23



**AGENDA**  
**Planning and Public Works Meeting**  
**Tuesday, August 30, 2022, at 12:20 pm**  
**101 South Main Street**  
**Anderson, SC**  
**Anderson County Historical Courthouse Chambers**  
***Chairwoman Cindy Wilson, Presiding***

- 1. Call to Order** **Chairwoman Cindy Wilson**
- 2. Prayer and Pledge of Allegiance** **Honorable Jimmy Davis**
- 3. Status Report on Updated County Comprehensive Map & Plan**  
A brief overview of requirements, etc.
- 4. Presentation and Discussion of Impact of Short Term Rentals in Zoned Areas and Possible Remedies**  
**Mr. Leon Harmon**
- 5. Refresher on Setback Requirements in Zoned, Unzoned areas**  
RA1, R20 ...  
C1...  
I1...  
**Ms. Alesia Hunter**
- 6. Old Business**
- 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

**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: Moss Quarazz M.  
Last, First, Middle Initial

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

1. Human Relations Council (Anderson County).
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

\_\_\_\_\_ Physical  
\_\_\_\_\_ Mailing

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Preferred method of contact: Phone

County Council District: City of Anderson GED Equivalent: (Yes) or No

Highest Level of Education: Tri-County Tech 2ys. High School Grad: (Yes) or No

College Attended: Tri-County Tech Degree: computer Science

Address of College: 7900 Hwy 71a Pendleton, SC

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>Upstate Fatherhood Coalition</u>	<u>Intervention Specialist</u>	<u>June 2019 - Current</u>
<u>McLaughlin Body Company</u>	<u>Lead Repairman</u>	<u>Aug. 2017 - May 2019</u>
<u>Dream Home Services</u>	<u>Owner / operator</u>	<u>2014 - Current</u>

[Signature] Date 6/21/22  
Signature of Applicant

Recommendation of Council: Tommy Dunn  
District 5

**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: BARTON Russell B.  
Last, First, Middle Initial

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

1. Board of Zoning Appeals
2. \_\_\_\_\_
3. \_\_\_\_\_

Physical Address and Mailing Address, if different:

\_\_\_\_\_  
Physical  
SAME  
Mailing

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Preferred method of contact: Cell

County Council District: 3 GED Equivalent: Yes or No

Highest Level of Education: Some College High School Grad: Yes or No

College Attended: Anderson University Degree: - NONE

Address of College: \_\_\_\_\_

Employment History:

COMPANY	POSITION	EMPLOYMENT DATES
<u>Farm Bureau Insurance</u>	<u>Manager</u>	<u>10/1/2007 - Present</u>
<u>Champion Towing</u>	<u>Manager</u>	<u>04/01/2005 - 09/30/2007</u>

Russell B. Barton  
Signature of Applicant

8/17/2022  
Date

Recommendation of Council: Ray Graham District #3



## 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:

The LOT Project, Inc.

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

\$1000, District 2

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

Sponsorship for Annual Cornhole Tournament event to take place at Anderson County Farmers Market on October 21, 2022 with proceeds to benefit the LOT Project's ministries in the downtown area and the Alphabet Streets.

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, please see attached.

5. Contact Person: David Moore

Mailing Address: 302 West Market Street, Anderson SC 29624

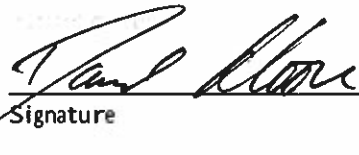
Phone Number: 864.760.3710

Email: David.moore@thelotproject.com

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

We are actively working to raise at least \$8,000 as a function of this event. Our request for support from Anderson County is just a small piece of our overall goal for this effort.

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

David Moore  
Print Name

8/15/22  
Date



## ***Throwdown 2022: Cornhole Tournament***

***Anderson County Farmers Market***

***Friday October 21, 2022 @ 6:00pm***

The LOT Project is currently seeking sponsors for our annual charity cornhole tournament. All proceeds will benefit the LOT Project's ministry. We invite you to consider sponsoring this fun event and supporting the LOT Project's work in Anderson. Please read the options below and consider giving your support to this event.

### **Title Sponsor - \$3000**

#### **Title sponsor will receive:**

- Name & Brand recognition on all event publicity.
- 2 team entries (4 players)
- 4 LOT Project t-shirts
- 4 dinner & drink tickets

### **Venue Sponsor - \$1000**

#### **Venue sponsor will receive:**

- Brand recognition on all event publicity.
- 2 team entries (4 players)
- 2 LOT Project t-shirts
- 2 dinner & drink tickets

### **Food & Bev Sponsor - \$500**

#### **Food & Bev sponsor will receive:**

- Brand recognition at Food & Bev service locations
- 1 team entry (2 players)
- 2 LOT Project t-shirts
- 2 dinner & drink tickets

### **Board & Bag Sponsor - \$150**

#### **Board & Bag sponsors will receive:**

- Brand recognition at one of our board sets in the playing area
- 1 LOT Project t-shirt
- 1 dinner & drink ticket

*The LOT Project is a 501(c)3 nonprofit organization with federal tax id# 27-0353378. All donations received are tax deductible.*

***Call 864.760.3710 or email [info@thelotproject.com](mailto:info@thelotproject.com) to discuss these and other sponsorship opportunities.***

**[thelotproject.com](http://thelotproject.com)**

**Service Address:**  
302 W. Market Street  
Anderson SC 29624

**Mailing Address:**  
PO Box 4181  
Anderson, SC 29622

**Contact:**  
864.760.3710  
[info@thelotproject.com](mailto:info@thelotproject.com)



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

4/16/2022

The LOT Project, Inc  
Mr. David Moore  
302 W MARKET ST  
ANDERSON, SC29624-1437

RE: Registration Confirmation

Charity Public ID: P18422

Dear Mr. David Moore :

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 5/15/2023.

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: 2/6

**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:

The LOT Project, Inc.

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

\$500, District 6  
\$500, District 2

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

Sponsorship for annual Oyster Roast event on Saturday October 8<sup>th</sup> 2022 to support The LOT Project's ministry and programs in Anderson. This event will take place at the Lincoln Taproom in West Pelzer (District 6). The proceeds will benefit the LOT Project's operations in downtown Anderson and the Alphabet Streets (District 2).

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, please see attached.

5. Contact Person: David Moore

Mailing Address: 302 West Market Street, Anderson SC 29624

Phone Number: 864.760.3710

Email: David.moore@thelotproject.com

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

We are actively working to raise at least \$10,000 as a function of this event. Our request for support from Anderson County is just a small piece of our overall goal for this effort.

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





## **Oyster Roast 2022**

***Saturday October 8 @ Lincoln Taproom***

The LOT Project is currently seeking sponsors for our annual oyster roast, hosted by The Lincoln Taproom of West Pelzer. This event will take place on Saturday October 8, 2022. The event will include all-you-can-eat oysters and low country boil, live music, and delicious beverages at Lincoln's biergarten. Please review the options below and consider sponsoring this event.

### **Title Sponsor - \$2000**

#### **Title sponsor will receive:**

- Name & Brand recognition on event publicity.
- 4 event tickets
- 4 LOT Project t-shirts

### **Oyster Sponsor - \$1500**

#### **Venue sponsor will receive:**

- Brand recognition at event
- 2 event tickets
- 2 LOT Project t-shirts

### **Low Country Boil Sponsor - \$600**

#### **Food & Bev sponsor will receive:**

- Brand recognition at event
- 2 event tickets
- 2 LOT Project t-shirts

### **Custom Cup Sponsor - \$300**

#### **Board sponsors will receive:**

- Brand recognition on all pint cups in the taproom
- 1 event tickets
- 1 LOT Project T-shirt

The LOT Project is a 501(c)3 nonprofit organization with federal tax id# 27-0353378. All donations received are tax deductible.

***Call 864.760.3710 or email [info@thelotproject.com](mailto:info@thelotproject.com) to discuss these and other sponsorship opportunities.***

**[thelotproject.com](http://thelotproject.com)**

#### **Service Address:**

302 W. Market Street  
Anderson SC 29624

#### **Mailing Address:**

PO Box 4181  
Anderson, SC 29622

#### **Contact:**

864.760.3710  
[info@thelotproject.com](mailto:info@thelotproject.com)



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

4/16/2022

The LOT Project, Inc  
Mr. David Moore  
302 W MARKET ST  
ANDERSON, SC29624-1437

RE: Registration Confirmation

Charity Public ID: P18422

Dear Mr. David Moore :

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 5/15/2023.

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

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

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

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

Sincerely,

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

Kimberly S. Wickersham  
Director, Division of Public Charities



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

**Mail/Email/Fax to:**

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
rdwatts@andersoncountysc.org  
Fax: 864-260-4356

Tommy Dunn  
Chairman, District 3

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:

Belton Area Museum Association

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

\$1000

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

Heritage Days at the Depot, a living history event for the community, to be held on the green space of the Historic Belton Train Depot, Sept. 30 and Oct. 1

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

Yes, see attached page from SC Sec of State charity search

5. Contact Person: Alison Darby

Mailing Address: Belton Depot, 100 N. Main Street, Belton, SC 29627

Phone Number: 864-338-7400

Email: memoryln@charter.net

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

Heritage Days at the Depot will be funded in part by Duke Energy, City of Belton HTAX, WebbCraft Family Foundation, Waste Connections, Foothills Community Foundation, Darby Metalworks, Inc., and The Commercial Bank

I certify that the foregoing 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.

*Alison A. Darby*

Signature

Alison A. Darby

Print Name

August 24, 2022

Date



South Carolina

# Secretary of State

Mark Hammond

## Search Charities

[Charities Search Home](#)

[<< Back to Search Results](#)

### Belton Area Museum Associat

Public Id: P11739

Jeremiah Palmer , CEO

100 N MAIN ST

BELTON, SC 29627

**Status:** Registered. Information from

The following financial information has been provided. The Secretary of State has not independently verified this financial information. There may not be any financial data available. Below

#### Financial Report

TOTAL REVENUE:

PROGRAM EXPENSES:

TOTAL EXPENSES:

NET ASSETS:

FUNDRAISER COSTS:

#### Financial Report File

 Belton Area Museum Associatio

 Belton Area Museum Associatio  
Amended.pdf

Next Report: 01/01/2022 - 12/31/2022 Due Date

According to the financial information filed, the charity has reported.

**Disclaimer:** The South Carolina Secretary of State does not provide legal advice, nor does the office, or that have been the subject of a lawsuit, or employee of the State of South Carolina.



**BELTON AREA  
MUSEUM  
ASSOCIATION**

Belton Area Museum Association  
Historic Belton Train Depot  
100 N. Main Street  
Belton, SC 29627  
864-338-7400  
[beltonmuseum@bellsouth.net](mailto:beltonmuseum@bellsouth.net)  
[www.beltonmuseum.com](http://www.beltonmuseum.com)



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1-7

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:  
*Anderson County Museum Advisory Committee*
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):  
*approx. \$215 for each district (total needed = \$1,500.00)*
3. The purpose for which the funds are being requested:  
*Funds for caterer for Hall of Fame ceremony on Sept 20, 2022*
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.
5. Contact Person: *Roger N. McKinley*  
Mailing Address: *118 Bertha Dr. Anderson 29625*  
Phone Number: *(864) 940-1656*  
Email: *rogermckinley@charter.net*
6. Statement as to whether the entity will be providing matching funds:  
*The Advisory Committee has no budget.*

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.

*Roger N. McKinley*  
Signature  
*ACMAC Vice Chair*

*Roger N. McKinley*  
Print Name

*23 AUG 2022*  
Date



## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

**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:

JACKIE SEAWELL JUNIOR GOLF CHAMPIONSHIP

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

\$5,000<sup>00</sup>

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

Advertising, Marketing and operations of event

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.

South Carolina Junior Golf Foundation

5. Contact Person: Cobb Oxford

Mailing Address:

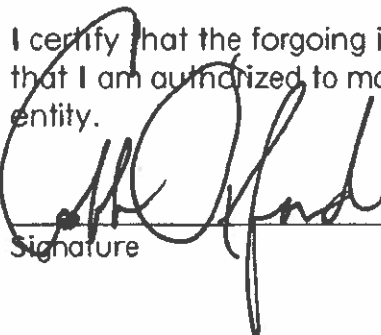
Phone Number:

Email:

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

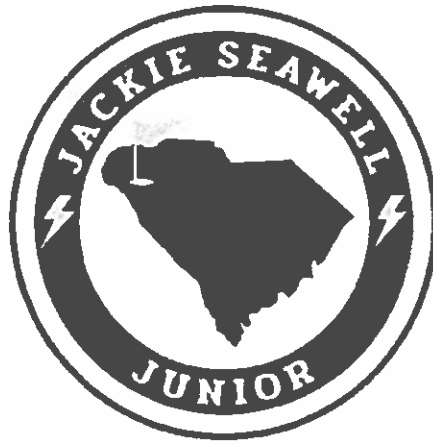
Yes

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

Cobb Oxford  
Print Name

8/25/22  
Date



**Invoice From Jackie Seawell Junior Golf Tournament**

**To: Neil Paul, Visit Anderson**

**For: Sponsorship of 2022 Jackie Seawell Junior Golf Tournament**

**Dates: Oct. 8-9 at Cobb's Glen Country Club, Anderson, S.C.**

**Sponsorship Amount: \$5,000**

**Thank you for your support of junior golf and the Anderson community**

**Cobb Oxford, Board Member**





ANDERSON COUNTY  
SOUTH CAROLINA

## RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 3

**Mail/Email/Fax to:**

Anderson County Council Clerk  
P.O. Box 8002, Anderson, SC 29622  
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

Tommy Davis  
Council District 6

Andy Wilson  
Council District 7

Dee Watts  
Atty. to Council

City Burns  
County Administrator

1. Name of entity requesting recreation fund appropriation:

CRESCENT HIGH SCHOOL ANGLERS

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

\$2500

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

NEW TROPHY CASE

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

5. Contact Person: TERESA KAY  
Mailing Address: 1006 TROTTER Rd  
Phone Number: 864 314 1898  
Email: CHS ANGLERS@gmail.com

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

WE WILL RAISE REMAINDER OF FUNDS

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

Signature

Print Name

Date

[Signature]

Tony Kay

8-29-22