



AGENDA
ANDERSON COUNTY COUNCIL
Special Presentation Meeting
Tuesday, October 18, 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/PROCLAMATIONS:

- a. **2022-061:** A Resolution honoring Michelle Ducworth and Twin Creeks Lavender Farm; and other matters related thereto.

Hon. Cindy Wilson

- b. **PROCLAMATION:** A Proclamation designating November 2022 as Family Court Awareness Month in Anderson County.

Hon. Tommy Dunn

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, October 18, 2022, at 6:30 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Hon. Brett Sanders

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



3. APPROVAL OF MINUTES

September 14, 2022, minutes not received
September 20, 2022, October 4, 2022

4. CITIZENS COMMENTS

Agenda Matters Only

5. ORDINANCE THIRD 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 Gray Industrial Realty 7, LLC (formerly known to the County 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] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Tommy Dunn (allotted 5 minutes)

- b. 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] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

- c. 2022-045:** An Ordinance to approve a real estate lease with Clemson University for space in the Anderson County 1428 Pearman Dairy Road Facility; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Rusty Burns (allotted 5 minutes)

- d. 2022-046:** 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 +/- 91.78 acres from R-20 (Single-Family Residential District) to I-2 (Industrial Park District) on a parcel of land, identified as 3508 in the Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel further identified as TMS# 95-00-03-006. (District 5).

Ms. Alesia Hunter (allotted 5 minutes)

- e. 2022-047:** 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 +/- 16.3 acres from R-20 (Single-Family Residential District) to C-3 (Commercial District) on a parcel of land, identified as 54.22 acres on Beaverdam Road in Williamston Mill Precinct shown in Deed Book 11140 page 228. The parcel further identified as TMS# 220-00-08-007 (District 7).

Ms. Alesia Hunter (allotted 5 minutes)



6. ORDINANCE SECOND READING:

- a. **2022-049:** 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 Cove 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 Cove]

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2022-050:** 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 Cove; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

7. ORDINANCE FIRST READING:

- a. **2022-051:** An Ordinance to approve a lease agreement between Anderson County, South Carolina, and Equinox Mill Affordable, LP for a parcel of real property identified as Tax Map parcel 123-11-02-026 which is part of the former Equinox Mill site located at 200 Jackson Street, Anderson, South Carolina; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- b. **2022-052:** 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. [SRPF/Greenville Park 25, LLC]

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2022-053:** An Ordinance to approve the grant of a fiber company right of way easement to WC Fiber, LLC on property owned by Anderson County, South Carolina located at 399 Simmons Ford Road, Townville, South Carolina (TMS No. 016-00-01-003); and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

8. RESOLUTIONS:

- a. **2022-059:** A Resolution expressing the intent of County Council to lease County maintenance of and to authorize County consent to judicial abandonment and closure of an unnamed road that crosses Tax Map parcel 123-11-03-002 between Simmons Street and Jackson Street; and other matters related thereto.

Mr. Rusty Burns (allotted 5 minutes)

- b. **2022-060:** A Resolution approving and consenting to the transfer and assignment to, and assumption by, RAO Real Estate LLC and SP Orian LLC of certain existing fee-in-lieu of tax agreements to which the County and Orian Rugs, INC. are parties (the "FILOT Agreements") and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)



9. DISCUSSION OF HOME GRANT PARTNERSHIP WITH NEHEMIAH COMMUNITY REVITALIZATION CORPORATION

10. CHANGE ORDERS/BID APPROVALS:

- a. Bid #23-020 Demolition of Houses

11. REQUEST BY COUNCIL:

- a. Anderson Area YMCA/Reindeer Run-Districts 1,2,4

12. ADMINISTRATOR'S REPORT:

- a. Budget Transfers
- b. Special Projects

13. CITIZENS COMMENTS

Non-Agenda Matters

14. REMARKS FROM COUNCIL

15. ADJOURNMENT

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

RESOLUTION 2022-061

A RESOLUTION HONORING MICHELLE DUCWORTH AND TWIN CREEKS LAVENDER FARM; AND OTHER MATTERS RELATED THERETO.

WHEREAS Michelle Ducworth is an Anderson County native and spent her formative years developing a love for growing crops and raising cattle while she worked on the family farm in Williamston, and

WHEREAS upon the passing of her father, Dr. Lyman Ducworth Jr., in 2015, Michelle felt called upon to continue the family's century-long agricultural tradition at the home and farm she loved so much as a child, and

WHEREAS with the support and encouragement of her mother Barbra and brother Scott, and after many months of toil and trial, as well as the setting out of 7,500 plants, Michelle in 2017 renewed the family heritage with opening of Twin Creek Lavender Farm, and

WHEREAS five years later, the success of Twin Creek Lavender Farm has exceeded all expectations, offering three acres of organically-grown lavender for both harvest and self-pick, and producing essential oils, lavender honey, and more than 100 bath and beauty products, making the farm a prime agritourism destination, and

WHEREAS the success of Twin Creeks Lavender Farms led to Michelle being featured in the May 2022 edition of Southern Living magazine, a distinction she considers to be highlight of her career thus far as a farmer, and

WHEREAS Michelle takes her greatest pride in being able to provide an opportunity for Andersonians and those traveling from across the nation to visit this special place of beauty and peace, here on the land she so adoringly calls God's Country.

NOW THEREFORE BE IT RESOLVED that the Anderson County Council hereby congratulates Michelle Ducworth on the success of Twin Creek Lavender Farms, and extends its appreciation to the entire Ducworth family for their efforts to preserve heritage farming and the proud tradition of agriculture in our community.

RESOLVED in a meeting duly assembled this 18th day of October, 2022.

A PROCLAMATION DESIGNATING NOVEMBER 2022 AS AS FAMILY COURT AWARENESS MONTH IN ANDERSON COUNTY

WHEREAS, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness of the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

WHEREAS, the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and;

WHEREAS, the mission of the FCAMC is to increase awareness of the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system, and;

WHEREAS, the mission of the FCAMC is to increase awareness of the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value, and;

WHEREAS, the mission of FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children.

NOW, THEREFORE, BE IT RESOLVED that Anderson County does hereby proclaim November 2022 as Family Court Awareness Month

PROCLAIMED this 18th day of October 2022

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
District Five

John B. Wright, Jr.
District One

Glenn Davis
District Two

Ray Graham
District Three

Brett Sanders
District Four

Jimmy Davis
District Six

Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
SPECIAL CALLED COUNTY COUNCIL MEETING
SEPTEMBER 14, 2022

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: At this time I'm going
2 to call the special meeting of September the 14th of
3 Anderson County Council to order. I'd like to welcome
4 each and every one of you here. Thank y'all for coming.

5 Has Mr. Graham got on yet? Before we do -- we're
6 going to go ahead and do the Pledge of Allegiance and
7 prayer. Maybe I'll call Ray myself on the telephone.

8 At this time I'm going to ask Honorable Councilman
9 Jimmy Davis if he'll lead us in the invocation and Pledge
10 of Allegiance, please.

11 JIMMY DAVIS: Let us pray.

12 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JIMMY DAVIS**

13 TOMMY DUNN: Let me state for the
14 record that Councilman Wright and Council Glenn Davis are
15 out of town. And both if need be would come in on the
16 device or by Zoom or whatever you want to call it. But
17 it's very hard for them at the time and don't think it's
18 needed. Appreciate having this. Mr. Ray Graham should be
19 coming in shortly, in a few minutes.

20 At this time I just want to -- why we're doing this,
21 this is our third reading, and the reason we're doing this
22 third reading is trying to meet the need for a jail.
23 We've talked about it now since I've been on Council for
24 fourteen years. The need is getting greater and greater.
25 We've got some bonds of indebtedness we've paid off or

1 paying off and doing this. We're doing this as everybody
2 knows, the interest rates keep going up and up. And it'll
3 save us a considerable amount of money. If everybody has
4 kept up with things, just since the interest rates are
5 where they was to where they are today on a house loan,
6 average house loan, it's already making your house paying
7 going up -- they're talking about house payment
8 additional, another seven hundred dollars just in interest
9 a month. That's what I imagine this will be if we don't
10 try to get the interest rates -- the interest rates are
11 definitely going up and up.

12 Want to appreciate -- my understanding our standing
13 committee we have met again today and went over some
14 funds. Nothing is set in stone yet. They're going
15 through some things. This is just getting the financing
16 in order. And appreciate all the hard work they've done,
17 the staff has done and the administrator and his team, Ms.
18 Davis and her team, for all that's been done so far to get
19 this done.

20 Another avenue on the jail is big things, too, is the
21 safety of our people that works at the jail. So we're
22 trying to get this thing done.

23 We're going to move on now. Has Mr. Graham got on
24 yet?

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

1 BRETT SANDERS: So moved.

2 TOMMY DUNN: Motion Mr. Sanders.

3 Do we have a second?

4 JIMMY DAVIS: Second.

5 TOMMY DUNN: Second Mr. Davis.

6 This is an Ordinance authorizing Anderson County, South
7 Carolina to enter into an installment purchase transaction
8 to provide for the construction, reconstruction,
9 acquisition, installation, renovation, and equipping of
10 a detention facility and related improvements and
11 infrastructure; authorizing the execution and delivery of
12 various documents relating to such transaction, including
13 the base lease agreement and the installment purchase and
14 use agreement; approving the issuance of not exceeding
15 \$55,000,000 aggregate principal amount of bonds by the
16 Anderson County Detention Facilities Corporation;
17 delegating authority to the Chairman of County Council and
18 County Administrator to effect such transaction and
19 determine certain matters; and providing for other matters
20 relating thereto.

21 We have a motion by Mr. Sanders; second Mr. Davis, Mr.
22 Jimmy Davis. Now, are there any discussions or questions
23 or comments? Ms. Wilson.

24 CINDY WILSON: Just quickly. I had a
25 lot of questions as we were working through the Bond

1 Ordinance and I appreciate Mr. Harmon staying and
2 answering my questions. Most of them had to do with the
3 structure of the Bond Agreement and like Series A and
4 Series B. Series A is \$49.5 million and that's tax
5 exempt. And then the 5.5 relates to the federal jail
6 component where our county will take in some federal
7 prisoners and be paid accordingly. And those have to be
8 non-tax exempt.

9 Those are some of the questions I had. And today I
10 was asking questions about the redemption date and
11 prepayment and ??funds and that was explained. ??funds
12 language related to like a public offering. But it's
13 anticipated now ??we do not apply the placement, bank
14 placement??. So that would be more efficient.

15 And in nine years, 2031, it could be any date after
16 that we could prepay without penalty. That was very good
17 to know.

18 TOMMY DUNN: And I appreciate Ms.
19 Wilson bringing that up. Sometimes we don't have
20 discussion up here and it's because we done it beforehand
21 and answered some. We had a full hearing for anybody to
22 come. Anybody from the public can call and ask any
23 council member or staff, as far as goes, to get the
24 answer.

25 It's my understanding Mr. Graham is with us now. Mr.

1 Graham, you got any questions or comments? We're in
2 discussion on of the motion on third reading?

3 RAY GRAHAM: No. I'm good. I got
4 my questions answered. Thank you.

5 TOMMY DUNN: Thank you.

6 JIMMY DAVIS: Mr. Chair, if I may?

7 TOMMY DUNN: Mr. Jimmy Davis.

8 JIMMY DAVIS: I just want to thank
9 the staff and the committee. Any questions I had were
10 properly answered and they were very precise. Everyone
11 has been working on this because if you stand back and
12 take a look at it, they really had the taxpayer in mind on
13 this. And saving the taxpayers as much money as possible.
14 We know that we have to build a jail. That's one of the
15 first things when I was coming on Council, the feds are
16 going to build it and make us pay for it if we don't. And
17 I'm excited about what we're doing. I think it's a good
18 step forward.

19 I'm also excited that we're going to have a safe
20 detention facility for the folks that are housed there and
21 our great county employees that work there. And we'll
22 have some extra help there to help people that have some
23 mental illness that we don't have now. I'm excited about
24 the process and I'm very grateful for the folks that are
25 working on it. Thank you.

1 TOMMY DUNN: Thank you, Mr. Davis.
2 Ms. Wilson.

3 CINDY WILSON: It should be noted
4 that the county set out what was referred to as the
5 coordinating council several years ago. And those
6 meetings were very productive and informative. So
7 everything that could be done short of building a new jail
8 absolutely has been done. It doesn't seem that there's
9 much choice.

10 And I do want to say thank you to Mr. Sanders and the
11 Development Coordinatin Committee for the hard work y'all
12 have done and all of our staff. So thank you.

13 TOMMY DUNN: Thank you, Ms. Wilson.
14 I do want to point out, too, Mr. Burns help me out here.

15 RUSTY BURNS: Criminal Justice
16 Coordinating Committee.

17 TOMMY DUNN: They're still in
18 effect and have done a great job. Their thing always was
19 to look at everything and try to get our system to work as
20 smooth and as good as ever. We got this idea from Pickens
21 and Charleston has really done this. Charleston has
22 really done good. They're still doing it. They're doing
23 a good job and will continue to do one. The whole thing
24 is about getting communication -- everybody on the same
25 page from our side to law enforcement to the solicitor's

1 office and the public defender's office and the judicial
2 system, the judges, to get something going and everything.

3 One of the first meeting we had with that council,
4 some people here from the federal department, they made a
5 statement, you know, you can build a jail that would hold
6 ten thousand inmates and fill it up. You've got to keep
7 your term and get them out and that's what we hope to keep
8 doing and make it safer and good for our citizens of
9 Anderson County.

10 Anymore discussion?

11 BRETT SANDERS: Mr. Chairman?

12 TOMMY DUNN: Yeah, Mr. Sanders.

13 BRETT SANDERS: On our committee, I'm
14 glad you brought up the Criminal Justice Coordinating
15 Council on our committee. They're picking architects.
16 The head of that is actually on our committee, Mr. George
17 Ducworth. We also are looking at the mental health side.
18 We're looking at possibilities of training. We have
19 someone from Tri-County Tech on that. So we have a very
20 diverse board. And everyone is working together to
21 provide a common goal to help in the process and help
22 better protect the citizens of Anderson County and also to
23 help get people the help that they need to actually cut
24 down on those that seem to be like a revolving door.

25 So I would like to thank you guys for allowing me to

1 serve on that. I appreciate your thanks, but there's a
2 lot of other people on there that's doing a lot of hard
3 work. And just wanted to recognize them. Thank you, sir.

4 TOMMY DUNN: Thank you.

5 Any more discussion? All in favor of the motion, show
6 of hands. Mr. Graham?

7 RAY GRAHAM: In favor.

8 TOMMY DUNN: Show the record that
9 Mr. Graham is in favor. All opposed like sign. Seeing
10 and hearing none, the motion carries unanimously.

11 Moving on now, do any council members have any remarks
12 or anything? Mr. Graham, do you have anything?

13 RAY GRAHAM: No, sir, I don't.
14 Thank you so much.

15 TOMMY DUNN: Thank you for being a
16 part of this and appreciate what all you do.

17 This meeting will be adjourned.

18

19 (MEETING ADJOURNED AT 6:12 P.M.)

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 GRAY INDUSTRIAL REALTY 7, LLC (FORMERLY KNOWN TO THE COUNTY 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 as of August 16, 2022 (the “*Inducement Agreement*”) with Gray Industrial Realty 7, LLC, a Kentucky limited liability company authorized to transact business in the State (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 18th day of October, 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: September 20, 2022
Motion to Reopen: October 4, 2022
Reconsideration: October 18, 2022
Public Hearing: October 18, 2022

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 August 16, 2022, September 6, 2022, and October 18, 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 to County Council,
Anderson County, South Carolina

Dated: October ____, 2022

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

GRAY INDUSTRIAL REALTY 7, LLC

Dated as of October 18, 2022

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

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

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

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

ARTICLE IV

FILOT PAYMENTS

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

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

| | |
|---|----|
| SECTION 5.01 CESSATION OF OPERATIONS..... | 14 |
| SECTION 5.02 RIGHTS TO INSPECT..... | 14 |
| SECTION 5.03 CONFIDENTIALITY | 14 |
| SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY | 15 |
| SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS..... | 15 |
| SECTION 5.06 INDEMNIFICATION COVENANTS | 15 |
| SECTION 5.07 QUALIFICATION IN STATE | 16 |
| SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL | 16 |
| SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS | 16 |
| SECTION 5.10 ADMINISTRATION EXPENSES | 17 |
| SECTION 5.11 PRIORITY LIEN STATUS..... | 17 |
| SECTION 5.12 INTEREST; PENALTIES | 17 |
| SECTION 5.13 SPONSOR AFFILIATES..... | 18 |

ARTICLE VI

DEFAULT

| | |
|--|----|
| SECTION 6.01 EVENTS OF DEFAULT | 19 |
| SECTION 6.02 REMEDIES UPON DEFAULT | 19 |
| SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES | 20 |
| SECTION 6.04 NO WAIVER | 20 |

ARTICLE VII

MISCELLANEOUS

| | |
|--|----|
| SECTION 7.01 NOTICES..... | 21 |
| SECTION 7.02 BINDING EFFECT | 21 |
| SECTION 7.03 COUNTERPARTS | 22 |
| SECTION 7.04 GOVERNING LAW..... | 22 |
| SECTION 7.05 HEADINGS..... | 22 |
| SECTION 7.06 AMENDMENTS..... | 22 |
| SECTION 7.07 FURTHER ASSURANCE | 22 |
| SECTION 7.08 INVALIDITY; CHANGE IN LAWS..... | 22 |
| SECTION 7.09 TERMINATION BY COMPANY..... | 22 |
| SECTION 7.10 ENTIRE UNDERSTANDING | 23 |
| SECTION 7.11 WAIVER | 23 |
| SECTION 7.12 BUSINESS DAY | 23 |

EXHIBIT A – DESCRIPTION OF LAND

EXHIBIT B – INVESTMENT CERTIFICATION

EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

| | | | |
|-----------------------|---|--|--|
| Company Name: | Gray Industrial Realty 7, LLC | Project Name: | Project Little Brother |
| Projected Investment: | \$30,000,000 | Projected Jobs: | n/a |
| Location (street): | 1810 Easley Highway Piedmont, SC 29669 | Tax Map Nos.: | <u>Formerly</u> 193-00-15-005 193-00-11-015 193-00-11-009 193-00-11-004 <u>Recombined (2022)</u> 193-00-11-015 |
| | | | |
| 1. FILOT | | | |
| 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. | | |
| 2. MCIP | | | |
| Included in an MCIP: | Yes | | |
| If yes, Name & Date: | Anderson/Greenville 2010 Park | | |
| | | | |
| 3. SSRC | | | |
| 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. | | |
| 4. Other information | *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 October 18, 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 GRAY INDUSTRIAL REALTY 7, LLC, a limited liability company organized and existing under the laws of the State of Kentucky and authorized to transact business in the State (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 October 18, 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 Gray Industrial Realty 7, LLC, a Kentucky limited liability company authorized to transact business in the State, 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 29th 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, 2023.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT Payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the 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 (120th) 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 (120th) 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:

Gray Industrial Realty 7, LLC
c/o Gray Industrial Realty, LLC
Attn: Curt Hargrove, President
9200 Shelbyville Road, Suite 606
Louisville, KY 40222

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]

GRAY INDUSTRIAL REALTY 7, LLC

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

All that certain piece, parcel, or lot of land lying and being in the State of South Carolina, County of Anderson, containing a total combined area of 38.40 acres of land, more or less, and shown and designated on a recombination plat prepared by Jay C. Hipp, PLS #29115 of H & M Surveying, LLC for Gray Industrial Realty 7, LLC, dated August 19, 2022 and recorded August 23, 2022 in Plat Book S2954, at Page 5, in the Office of the Register of Deeds for Anderson County, South Carolina, to which plat reference is made for a more complete and perfect description.

Derivation: This being the same property conveyed to Gray Industrial Realty 7, LLC from Gray Industrial Realty V, LLC by deed dated August 18, 2022 and recorded August 22, 2022 in Book 16325, at Page 101, in the Office of the Register of Deeds for Anderson County, South Carolina.

Recombined Tax Map No. 1930011015*

*Formerly Tax Map Nos. 193-00-15-005, 193-00-11-015, 193-00-11-009 and 193-00-11-004.

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of Gray Industrial Realty 7, LLC (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 October 18, 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__.

GRAY INDUSTRIAL REALTY 7, LLC

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of Gray Industrial Realty 7, LLC (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 October 18, 2022 between Anderson County, South Carolina and the Company (the “**Agreement**”), as follows:

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

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

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

Personal Property Description

Investment Amount

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

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

GRAY INDUSTRIAL REALTY 7, LLC

Name:_____

Its:_____

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: September 6, 2022
Second Reading: September 20, 2022
Public Hearing: October 18, 2022
Third Reading: October 18, 2022

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 INDUSTRIAL AND BUSINESS
COUNTY OF GREENVILLE) PARK BETWEEN GREENVILLE COUNTY
) AND ANDERSON COUNTY (MDTH FUSE,
) LLC AND MDH F2 GREENVILLE 301GR,
COUNTY OF ANDERSON) 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

ORDINANCE 2022-045

AN ORDINANCE TO APPROVE A REAL ESTATE LEASE WITH CLEMSON UNIVERSITY FOR SPACE IN THE ANDERSON COUNTY 1428 PEARMAN DAIRY ROAD FACILITY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is the owner of the real estate located at 1428 Pearman Dairy Road, Anderson, South Carolina 29625, consisting of approximately 534,778 square feet of building improvements located on approximately 125.5 acres with TMS No. 095-15-01-001;

WHEREAS, Clemson University desires to lease approximately 3921 square feet in the 1428 Pearman Dairy Road building for office space for the Clemson University Extension Service; and

WHEREAS, the location of the Clemson Extension Service in the 1428 Pearman Dairy Road facility will enhance and support agriculture within the County.

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

1. The Real Estate Lease Agreement, attached as Exhibit A, between Anderson County and Clemson University is hereby approved and the Anderson County Administrator is authorized to execute the Ground Lease Agreement on behalf of the County.

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

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

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

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

ORDAINED in meeting duly assembled this 18th day of October, 2022.

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

1st Reading: September 20, 2022

2nd Reading: October 4, 2022

3rd Reading: October 18, 2022

Public Hearing: October 18, 2022

GOVERNMENTAL REAL ESTATE LEASE AGREEMENT

THIS GOVERNMENTAL REAL ESTATE LEASE AGREEMENT (“Lease”) is made as of the _____ of _____, _____, by and between: Anderson County, South Carolina (“Landlord”), a body politic and corporate and a political subdivision of the State of South Carolina and Clemson University (“Tenant”) an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at: 201 Sikes Hall, Clemson, SC 29634.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the “Demised Premises”) consisting of 4,653 approximate square feet at Anderson County Office/Warehouse (the “Building”) located at: 1428 Pearman Dairy Road, Anderson, South Carolina 29625, in the County of Anderson, State of South Carolina (the “Land”), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit “A.”

ARTICLE 2 - TERM

2.1. The term of this Lease shall be ten ____ years (the “Initial Term”) beginning on _____, ____ (the “Commencement Date,” and, unless terminated or extended, shall end on _____, ____ (the “Termination Date”). Provided there is no continuing event of default hereunder by Tenant, Tenant shall have the right to extend the term of this lease for up to two (2) consecutive periods of ____ years each (the “Extended Term”) upon the same terms and conditions contained herein, except the amount of Basic Rent, by giving written notice to Landlord of Tenant’s intent to extend the then existing term at least sixty (60) days prior to the expiration of the then existing term. Tenant or Landlord can terminate this Lease with sixty (60) days advance written notice.

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (the “Basic Rent”) to Landlord during the Initial Term at the rate of \$0.00 per year. Rent during each Extended Term shall be agreed upon by the parties, if an agreement can be reached, within thirty (30) days of Tenant giving Landlord its notice to extend the term, as described in subparagraph 2.1. The parties agree to make their best efforts, and to negotiate in good faith, in order to arrive at a suitable rent for any Extended Term.

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for the purpose of providing public outreach programs in agriculture; agribusiness; food, nutrition, and health; 4-H programs; and natural resources to the citizens of Anderson County.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant may not, without the prior written consent of Landlord, assign this Lease or any other interest hereunder, or sublease the Premises or any part thereof.

ARTICLE 6 - SERVICES

6.1. The services provided by the Landlord to Tenant include water and sewer, lighting, heating, air conditioning, electricity, pest control, fire detection, grounds maintenance, general building maintenance, electrical systems maintenance, HVAC operation and maintenance, plumbing maintenance and any other service reasonably necessary to maintain and operate all building and site improvements in order to carry out the Permitted Uses. Services provided by the Landlord shall include all service charges, labor, materials and supplies. Landlord shall be responsible for all costs associated with information technology, telephone services, janitorial (including all waste disposal), and utilities.

6.2. Tenant's requests for operational and maintenance assistance shall be directed to the Anderson County Administrator or his or her designee.

ARTICLE 7 - LANDLORD'S OBLIGATIONS

7.1. Landlord makes the following assertions to Tenant that:

(a) Landlord is the owner of the Land and Building, and Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of Landlord's knowledge, no such proceedings are contemplated by any lawful authority;

(c) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(d) Landlord shall be responsible for all necessary repairs and maintenance to the structural, mechanical, electrical, plumbing, and building envelope components of the Demised Premises as necessary to keep in the same condition as at the commencement of this Lease. Tenant shall ensure that the interior of the Demised Premises is kept in good order and repair, and that it is maintained in a clean and sanitary condition. Tenant shall be responsible for any abuse or destruction to any part of the Demised Premises not due to ordinary wear and tear or an act or omission of Landlord;

(e) The Demised Premises is presented to Tenant by Landlord without representation or warranty as to the condition of the Demised Premises in general, or as to suitability for Tenant's contemplated uses specifically, and Tenant is accepting the Demised Premises as is, with all faults;

(f) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature. Notwithstanding the provisions of Article 16 relating to Minor Repairs, Landlord will repair or protect the Demised Premises from the aforementioned hazards within thirty (30) days after Landlord has notice of damage or the need for repair;

(g) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage, unless such damage or hazard is created by an act or omission of Tenant, within thirty (30) days after Landlord has notice of damage or the need for repair;

(h) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;

(i) Notwithstanding Landlord's "Services," "Obligations," and other responsibilities and representations enumerated herein, Tenant shall be responsible for ensuring that the Demised Premises comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder (the "ADA") together with any amendments thereto.

7.2 Landlord acknowledges that Tenant is relying upon each of the obligations set forth in subparagraph 7.1, which are substantial and material to Tenant. In the event such obligations shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.2.(d).

ARTICLE 8 - TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

- (a) Pay Basic Rent when due;
- (b) Occupy the Demised Premises for the sole purpose of carrying out, and will make its best efforts to carry out, the Permitted Uses;
- (c) Maintain the Demised Premises in a clean and good condition and return the Demised Premises in a clean and good condition to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by, 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees;
- (d) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;
- (e) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises;
- (f) Allow Landlord reasonable access to the Demised Premises for inspections; and
- (g) Shall not install any signs on the Land, Building, or Demised Premises without the prior written consent of Landlord.
- (h) Tenant and its employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Demised Premises. Notwithstanding the foregoing, Tenant shall not be prohibited from handling, placing, storing, using, and transporting Hazardous Materials that are required to be used by Tenant consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall materially comply with any and all applicable State law, rules and regulations with respect

to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Tenant may not, without the prior written consent of Landlord, which shall not be unreasonably withheld, make additions, improvements or alterations to the Demised Premises (“Improvements”). Each such Improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, and Landlord consents to the same, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear excepted.

10.2. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises, provided they are removed by Tenant prior to the termination of this Lease and without causing damage to the Demised Premises

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there be any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain (“Taking”), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2 If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking (“Restoration”) cannot be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises. Notwithstanding any provision contained herein to the contrary, the decision to commence and complete Restoration of the Building and the Demised Premises rests with Landlord, in its sole discretion. If Landlord determines to effect Restoration of the Building and Demised Premises, it shall give Tenant notice of such decision within thirty (30) days of the occurrence.

11.3. If Tenant elects to allow Landlord to commence and complete Restoration of the Building and the Demised Premises, and Restoration is not completed within thirty (30) days after Landlord's stated Restoration completion date, then Tenant may terminate this Lease by notice to Landlord, whereupon Basic Rent and any other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent and any other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and any other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 - INSURANCE AND TAXES

12.1. Landlord shall at all times during the Initial Term and Extended Term, if any, of this Lease maintain in force a policy of insurance insuring the Demised Premises against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

12.2. If, as a result of Landlord's leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord's insurance premium for the coverage required by subparagraph 12.1 shall be increased, Tenant shall not be liable for or obligated to pay any portion of such increase.

12.3. Tenant shall maintain a policy of Tort Liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence.

12.4. Landlord shall not be responsible for any loss to personal property of Tenant or Tenant's guests, invitees, licensees, sublessees, or others entering the Demised Premises, due to fire, theft, or any other damages, including any acts of nature. Landlord shall maintain coverage as indicated in subparagraph 12.1, yet Tenant understands that such insurance will not cover personal property due to loss and that it is Tenant's responsibility to obtain insurance to adequately cover such property.

12.5. Tenant shall be responsible for the acts and omissions of its employees, agents and officers, in accordance with applicable law.

ARTICLE 13 – LANDLORD AND TENANT CANCELLATION PRIVILEGE

13.1. Notwithstanding the Commencement Date and Termination Date, Tenant and Landlord shall have the right to cancel this Lease or to relinquish or claim any portion of the Demised Premises upon giving at least sixty (60) days advance written notice of such decision to the other party.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

- (a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;
- (b) Liquidated or punitive damages for any cause or reason;
- (c) Landlord's broker, consultant or advisory fees.

ARTICLE 15 - SUBORDINATION AND NON-DISTURBANCE

15.1. Any mortgage which may now or hereafter affect the Land, the Building, the Demised Premises, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall be undisturbed by any foreclosure of such mortgage. In the event that any such mortgage affects the Land, the Building or the Demised Premises as of the Commencement Date, Landlord shall furnish Tenant with an executed non-disturbance agreement from any such mortgagee.

ARTICLE 16 - MINOR REPAIRS

16.1. If at any time during the Initial Term or Extended Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, failed lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises but which did not arise from an act or omission of Tenant, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty

(30) days of the date of Tenant's notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination. Tenant shall be solely responsible for repairing or replacing such portions of the Demised Property as are damaged as a result of its acts or omissions.

ARTICLE 17 - SURRENDER

17.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear; permitted additions, Improvements or alterations made by Tenant; the results of any damage or destruction not caused by Tenant or a guest, invitee, licensee, or sublessee of Tenant; or a Taking. Tenant shall remove from the Demised Premises, without causing damage thereto, on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 18 - NOTICES

18.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first class mail, postage prepaid, addressed to Landlord or Tenant at the following addresses: Landlord:

Anderson County
101 South Main Street
Anderson, SC 29624

Tenant:
as appears in first paragraph

ARTICLE 19 - AMENDMENTS

19.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 20 - HOLDOVER

20.1. In the event Tenant shall remain in the Demised Premises after the Initial Term or the Extended Term, as the case may be, has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease in accordance with subparagraph 2.1 hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Basic Rent in effect for the Initial Term or Extended Term, if any, until either Landlord or Tenant, by thirty (30) days written notice to the

other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 21 – PARKING

21.1 Tenant shall enjoy use of the parking lot surrounding the Building.

ARTICLE 22 - MISCELLANEOUS

22.1. If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

22.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

22.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

22.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

22.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

22.7 The entrance drive from Pearman Dairy Road and driveways as identified on Exhibit “A” are for the common use of all tenants of the Buildings.

22.8 Tenant will be allowed to erect necessary signage.

22.9 Exhibit “A” and “B” referred to in this Lease are incorporated herein and made a part hereof.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year indicated under their signature.

WITNESS:

LANDLORD:

ANDERSON COUNTY, SOUTH CAROLINA

BY: _____

NAME and TITLE:

Date

WITNESS:

TENANT:

CLEMSON UNIVERSITY

Anthony E. Wagner, EVP for Finance & Operations

Date

WITNESS:

President James P. Clements

Date

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the South Carolina Department of Administration, Real Property Services, this _____ day of _____, 2022.

EXEMPT
Program Manager/Attorney

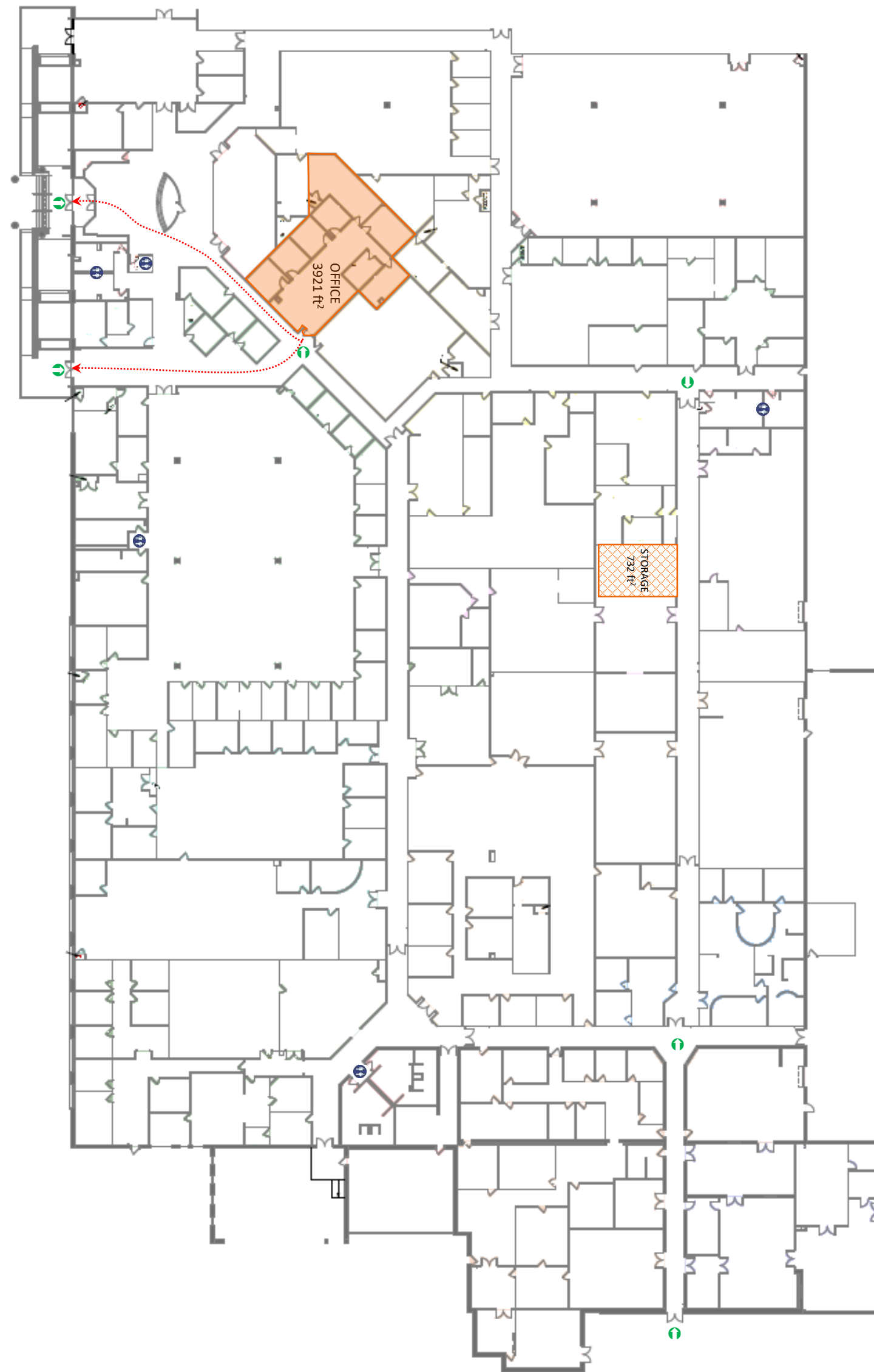


Exhibit “B”

3921 ft² will be used for office use only with temporary access to the warehouse for moving in and out of offices and for receiving large items at the loading dock. 732 ft² of space adjacent to the offices will be used for storage. Long term use of warehouse space is not included in lease.

Employees of Clemson Extension Service will be issued keys/key fobs and access the building from the center & right front doors. Inside the building they will have access to the back hallway behind their office space, two warehouse entry points, and access to the building on the side.

Ordinance #2022-046

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 +/- 91.78 acres from R-20 (Single-Family Residential District) to I-2 (Industrial Park District) on a parcel of land, identified as 3508 in the Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel is further identified as TMS #95-00-03-006.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to I-2 for +/- 91.78 acres of TMS #95-00-03-006 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on September 13, 2022, during which it reviewed the proposed rezoning from R-20 to I-2 for +/- 91.78 acres of TMS #95-00-03-006 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on October 4, 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 R-20 to I-2 for +/- 91.78 acres of TMS #95-00-03-006 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2022-046

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: September 20, 2022

2nd Reading: October 4, 2022

3rd Reading: October 18, 2022

Public Hearing: October 4, 2022

**Anderson County Planning Commission
Staff Report
September 13, 2022**

| | |
|---------------------|---|
| Applicant: | Craig Shiflet |
| Current owner: | Craig Shiflet |
| Property location: | 3508 Dixon Rd |
| Precinct: | Centerville Station A |
| Council district: | 5 |
| TMS#(s): | 95-00-03-006 |
| Acreage: | +/- 91.78 (amended after first reading) |
| Current zoning: | R-20 (Single Family Residential District) Located within Airport Height Safety Area |
| Requested zoning: | I-2 (Industrial Park District) The Industrial Park district is established to provide a high level of design quality, site amenities, and open space for light industry, warehouse distribution, research and development operations, and similar industrial uses with compatible operations within a park atmosphere. All of the uses shall be of a type or intensity that do not produce odors, smoke, fumes, noise, glare, heat or vibrations which are incompatible with other uses in the park or its surrounding land uses outside the industrial park. The physical and operational requirements of the use, including type of structure used and volume of heavy truck traffic generated, shall not have an adverse impact upon surrounding land uses. Regulations are directed toward protecting neighboring land uses from any of the potential nuisances associated with industrial uses. |
| Surrounding zoning: | North: I-2 (Industrial Park District) South: R-20 (Single-Family Residential District) East: PD (Planned Development) West: R-20 (Single-Family Residential District) |
| Evaluation: | This request is to rezone from R-20 to I-2 for the purpose of selling the property and match the joining property's zoning as the adjacent owner wishes to purchase the property to use as industrial. |
| Public outreach: | Staff hereby certifies that the required public notification actions have been completed, as follows: <ul style="list-style-type: none">- August 24, 2022: Rezoning notification postcards sent to 294 property owners within 2,000' of the subject property. |

- August 24, 2022: Rezoning notification signs posted on subject property;
- August 24, 2022: Planning Commission public hearing advertisement published in the *Independent-Mail*.

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



Rezoning Application

Anderson County Planning & Development

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name:

CRAIG SHIFLET

Mailing Address:

3531 DIXON ROAD

Telephone:

864-617-5910

Email:

shiflet farms 87@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:

3408 DIXON ROAD

Parcel Number(s)/TMS:

950003006

County Council District:

5

School District:

5

Total Acreage:

97.48

Current Land Use:

AG

Requested Zoning:

I-2

Current Zoning:

R-20

Purpose of Rezoning:

ADJACENT OWNER IS WANTING TO BUY THE PROPERTY

Are there any Private Covenants or Deed Restrictions on the

☐ Yes

☒ No

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

Craig D. Smith
Applicant's Signature

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: THE ADJACENT PROPERTY OWNER
IS WANTING TO PURCHASE THE PROPERTY. HE WILL DEVELOP
AS INDUSTRIAL WHICH HIS PROPERTY ALREADY IS.

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.

Craig D. Smith
Applicant's Signature

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: _____
Commission Public Hearing: _____

Complete Submission Date: _____
Council Public Hearing: _____

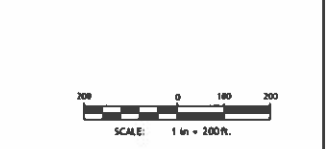
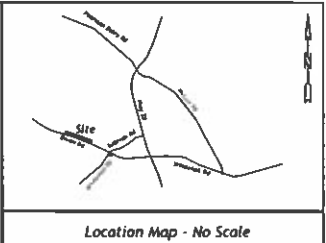
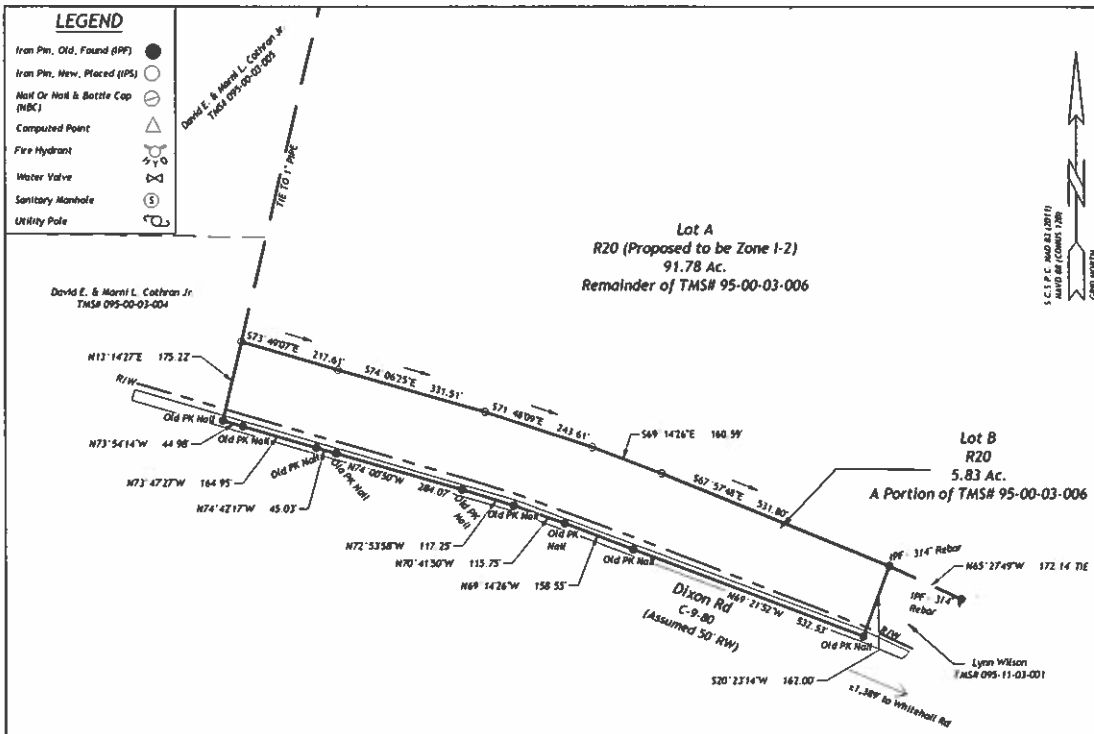


ANDERSON COUNTY REZONING APPLICATION NARRATIVE

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.

- 1) MANUFACTURING + WAREHOUSE WITH RAIL ROAD SIDING
- 2) DEVELOPER PLANS + COMMITS TO INSTALLING A 10' BERM ADJACENT TO ALL RESIDENTIAL PROPERTIES IN ADDITION TO REQUIRED BUFFERS.
- 3) THIS IS ONE OF A VERY LIMITED FEW LARGE PARCELS IN ANDERSON COUNTY WITH RAIL SIDING + HIGH VOLTAGE POWER LINES. THE ADJACENT LARGE PARCELS ARE ZONED INDUSTRIAL. THERE IS A LARGE DUKE POWER TRANSMISSION LINE ON THE BACK + ONE SIDE OF THE PROPERTY ALONG WITH SEWER BETWEEN SUBJECT PROPERTY + NEIGHBORING SUBDIVISION. WE ARE PLANNING ON INGRESS/EGRESS FOR LARGE TRUCKS THROUGH THE ADJACENT INDUSTRIAL PARCEL TO MITIGATE TRUCK TRAFFIC ON DIXON ROAD. THE BUILDING BUILT WILL BE UNDER THE HEIGHT LIMIT FOR AIRPORT RESTRICTED ZONE REQUIREMENTS.



References:
TMS# 95-00-03-006
DB 15537 PG 311
Slide 2330 PG 3

State of South Carolina
County of Anderson
Centerville Township

Plat of a Tract of Land
3508 Dixon Road
(Prepared for the Purpose of Rezoning)

Prepared at the Request of:
Craig Shiflet

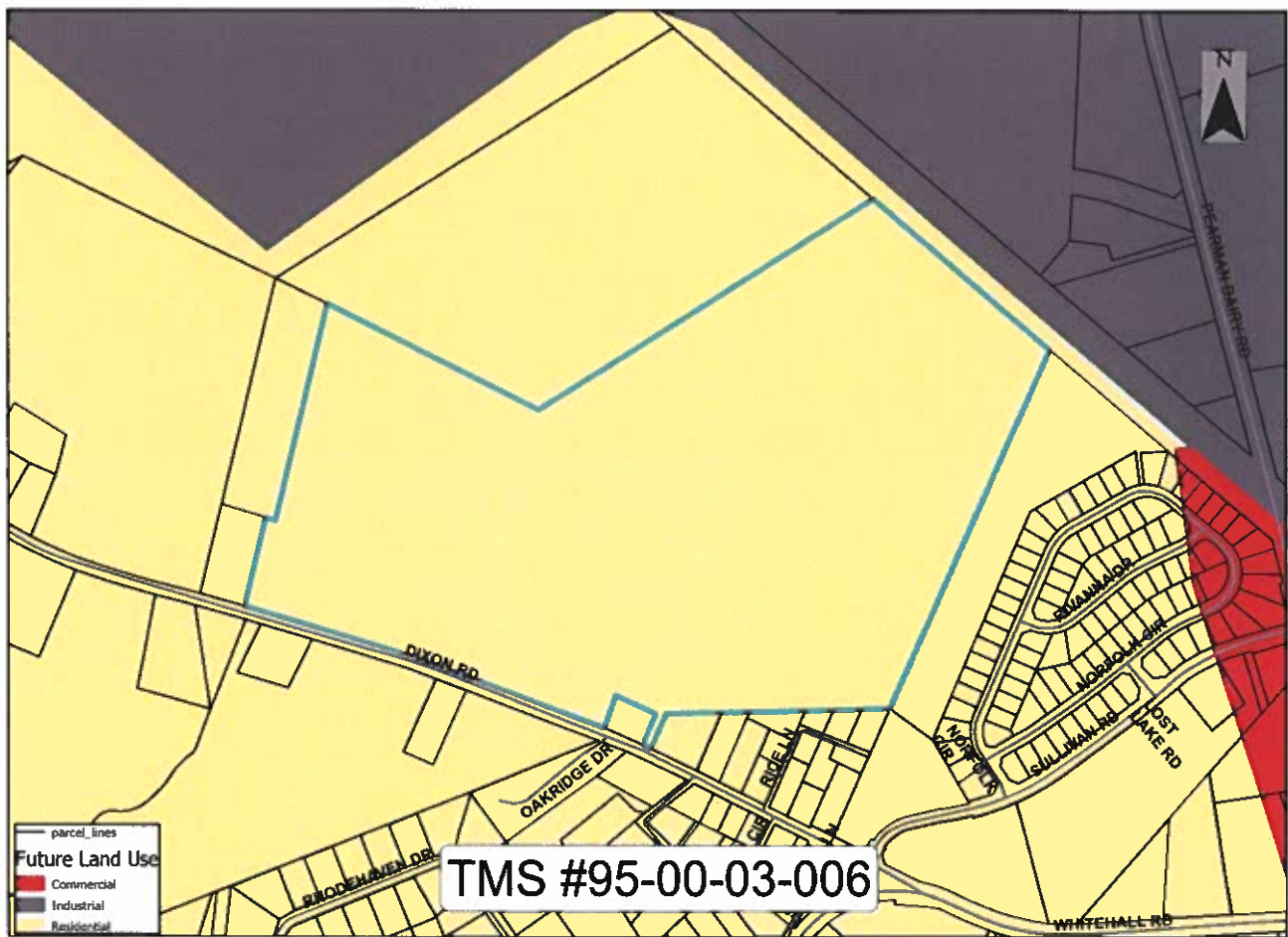
| | |
|-------------|---------|
| Date: | 9-29-22 |
| Drawn By: | TQ |
| Checked: | TEW |
| Job Number: | 22284 |
| Revisions: | 0 |



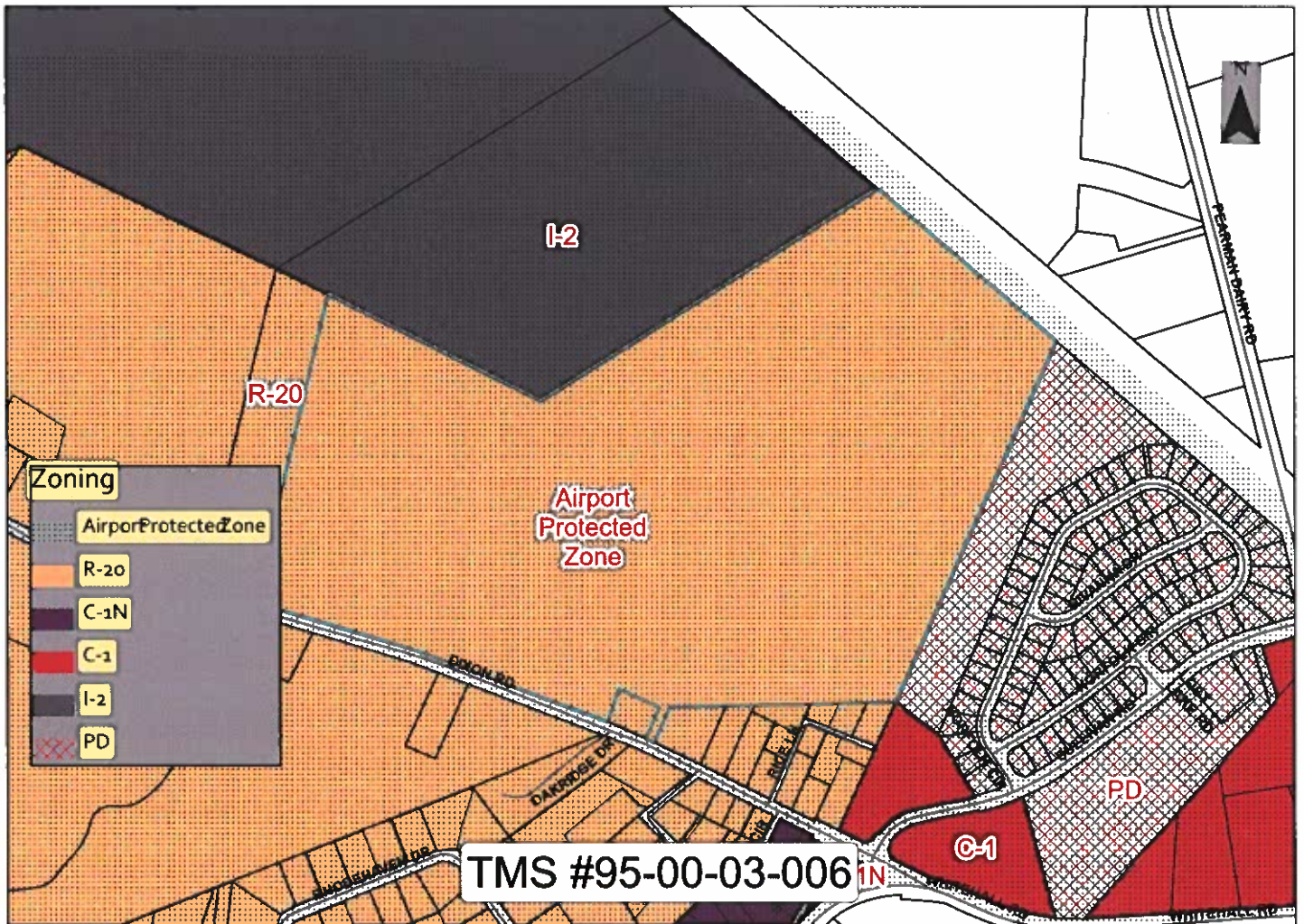
RIDGEWATER
ENGINEERING & SURVEYING
PO Box 806, Anderson, SC 29622
(864) 218-0980 ridgewatereng.com



0 500 1,000 2,000 Feet



0 500 1,000 2,000 Feet



Ordinance #2022-047

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 +/- 16.3 acres from R-20 (Single-Family Residential District) to C-3 (Commercial District) on a parcel of land, identified as 54.22 Acres on Beaverdam Road in the Williamston Mill Precinct shown in Deed Book 11140 page 228. The parcel is further identified as TMS #220-00-08-007.

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

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

Whereas, County Council desires to amend the Map by adopting a zoning map amendment from R-20 to C-3 for +/- 16.3 acres of TMS #220-00-08-007 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on September 13, 2022, during which it reviewed the proposed rezoning from R-20 to C-3 for +/- 16.3 acres of TMS #220-00-08-007 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on October 4, 2022, regarding said amendment of the Anderson County Official Zoning Map:

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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 R-20 to C-3 for +/- 16.3 acres of TMS #220-00-08-007 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

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ATTEST: Ordinance 2022-046

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1st Reading: September 20, 2022
2nd Reading: October 4, 2022
3rd Reading: October 18, 2022
Public Hearing: October 4, 2022

**Anderson County Planning Commission
Staff Report
September 13, 2022**

| | |
|---------------------|--|
| Applicant: | Garnett Land Development |
| Current owner: | Wayne B Elmore Family Trust & T Gary McAlister |
| Property location: | Beaverdam Rd |
| Precinct: | Williamston Mill |
| Council district: | 7 |
| TMS#(s): | 220-00-08-007 |
| Acreage: | +/- 16.3 of 54.22 acres total |
| Current zoning: | R-20 (Single Family Residential District) |
| Requested zoning: | C-3 (Commercial District) The commercial district is established to provide for the development of commercial and light service land uses which are oriented to customers traveling by automobile. The land uses in this district are intended to be located in non-residentially zoned areas and along major thoroughfares. Establishments in this district provide goods and services for the traveling public. |
| Surrounding zoning: | North: R-MHP (Residential Manufacture Home Park District) South: R-20 (Single-Family Residential District) & C-3 (Commercial District) East: R-20 (Single-Family Residential District) West: R-20 (Single-Family Residential District) |
| Evaluation: | This request is to rezone the front portion of the property from R-20 to C-3 for the purpose of creating a commercial park with 6 lots that can be used for various types of businesses. Businesses may include a restaurant and other general businesses. The interior lots will be used for warehouse and light manufacturing type businesses. |
| Public outreach: | Staff hereby certifies that the required public notification actions have been completed, as follows: <ul style="list-style-type: none">- August 24, 2022: Rezoning notification postcards sent to 274 property owners within 2,000' of the subject property.- August 24, 2022: Rezoning notification signs posted on subject property;- August 24, 2022: Planning Commission public hearing advertisement published in the <i>Independent-Mail</i>. |

Page 2 of 2

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: Gamett Land Development (Robert Romanowski, Sylvia Gamett)
Mailing Address: 116 Chippewa Lane, Williamston, SC 29697
Telephone: 864-634-4102
Email: robert@siemag.us.com, gamettstorage@aol.com

Owner's Information (If Different from Applicant)

Owner Name: Wayne B. Elmore Family Trust & Gary T McAlister
Mailing Address: 230 Breazeale Drive, Williamston, SC 29697
Telephone: 864-940-0755
Email: kboggs@bellsouth.net

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:

Y. Gary McAlister
Owner's Signature

5/31/2022
Date

Project Information

| | | | |
|--------------------------|---|-------------------|-------------|
| Property Location: | Beaverdam Road (Across from Ellison Lake Road) | | |
| Parcel Number(s)/TMS: | 220-00-08-007 | | |
| County Council District: | 7 | School District: | 1 |
| Total Acreage: | 54.22 (Rezoning 14.3 only) | Current Land Use: | Undeveloped |
| Requested Zoning: | C-3 (15.6 AC) | Current Zoning: | R-20 |
| Purpose of Rezoning: | To create 6 lots that can be used for various types of business use | | |

Are there any Private Covenants or Deed Restrictions on the

☐ Yes

☒ No

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


Applicant's Signature

5-31-2022
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: This rezoning request is for the front portion of this property. The remainder will stay zoned R-20. The type of business may include a restaurant on one of the Beaverdam Road frontage lots and other types of general business. The interior rezoned lots will be used for warehouse and light manufacturing type of business

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

If pursuing a review district classification (IZOD, PC...), 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.


Applicant's Signature

5-31-2022
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: _____
Commission Public Hearing: _____

Complete Submission Date: _____
Council Public Hearing: _____

T. Gary McAlister 2012 IFT
Wayne B. Elmore 2012 IFT
2404-E Anderson Hwy.
Williamston, SC 29697
(864)847-7052

May 31, 2022

To Whom It May Concern:

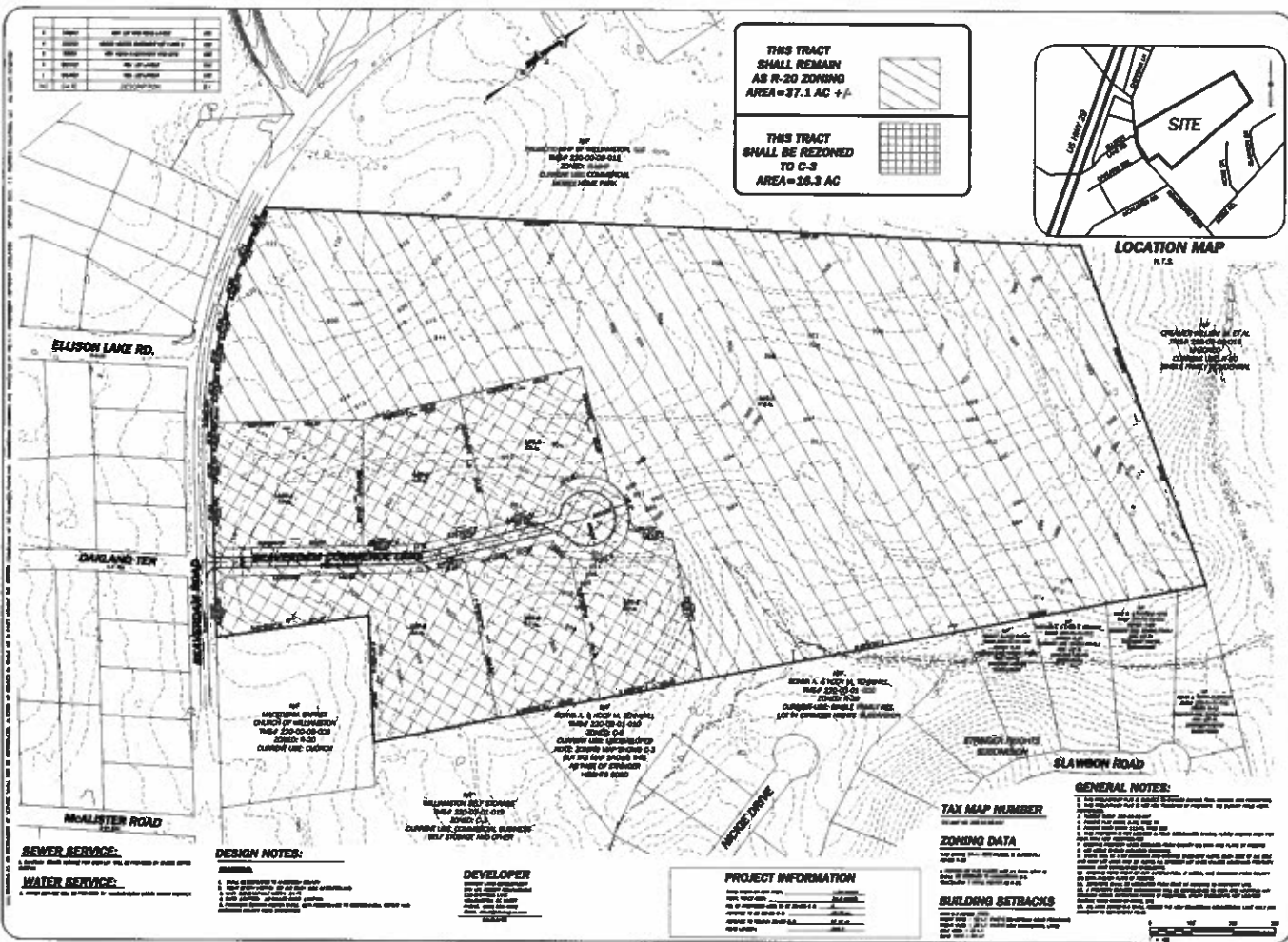
This is to state that Robert Romanowski has permission to apply to rezone TMS#220-00-08-007.

If you have any questions please contact me at the number listed above.

Sincerely,

T. Gary McAlister

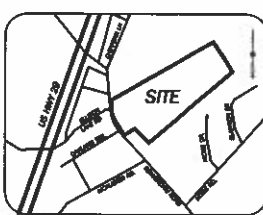
T. Gary McAlister



| | | |
|----|-------|-----------------|
| 1 | OWNER | MR. J. W. BROWN |
| 2 | OWNER | MR. J. W. BROWN |
| 3 | OWNER | MR. J. W. BROWN |
| 4 | OWNER | MR. J. W. BROWN |
| 5 | OWNER | MR. J. W. BROWN |
| 6 | OWNER | MR. J. W. BROWN |
| 7 | OWNER | MR. J. W. BROWN |
| 8 | OWNER | MR. J. W. BROWN |
| 9 | OWNER | MR. J. W. BROWN |
| 10 | OWNER | MR. J. W. BROWN |

THIS TRACT SHALL REMAIN AS R-20 ZONING AREA=37.1 AC +/-

THIS TRACT SHALL BE REZONED TO C-3 AREA=16.3 AC



SEWER SERVICE:

1. Sewer service shall be provided by the City of Anderson.

WATER SERVICE:

1. Water service shall be provided by the City of Anderson.

DESIGN NOTES:

1. The site plan is based on the information provided by the owner.

2. The site plan is based on the information provided by the owner.

3. The site plan is based on the information provided by the owner.

DEVELOPER:

1. The developer is the owner of the property.

2. The developer is the owner of the property.

3. The developer is the owner of the property.

PROJECT INFORMATION

1. The project is a commercial development.

2. The project is a commercial development.

3. The project is a commercial development.

TAX MAP NUMBER

1. The tax map number is 123456789.

ZONING DATA

1. The zoning is R-20.

2. The zoning is R-20.

3. The zoning is R-20.

BUILDING SETBACKS

1. The building setbacks are 10 feet.

2. The building setbacks are 10 feet.

3. The building setbacks are 10 feet.

GENERAL NOTES:

1. The site plan is based on the information provided by the owner.

2. The site plan is based on the information provided by the owner.

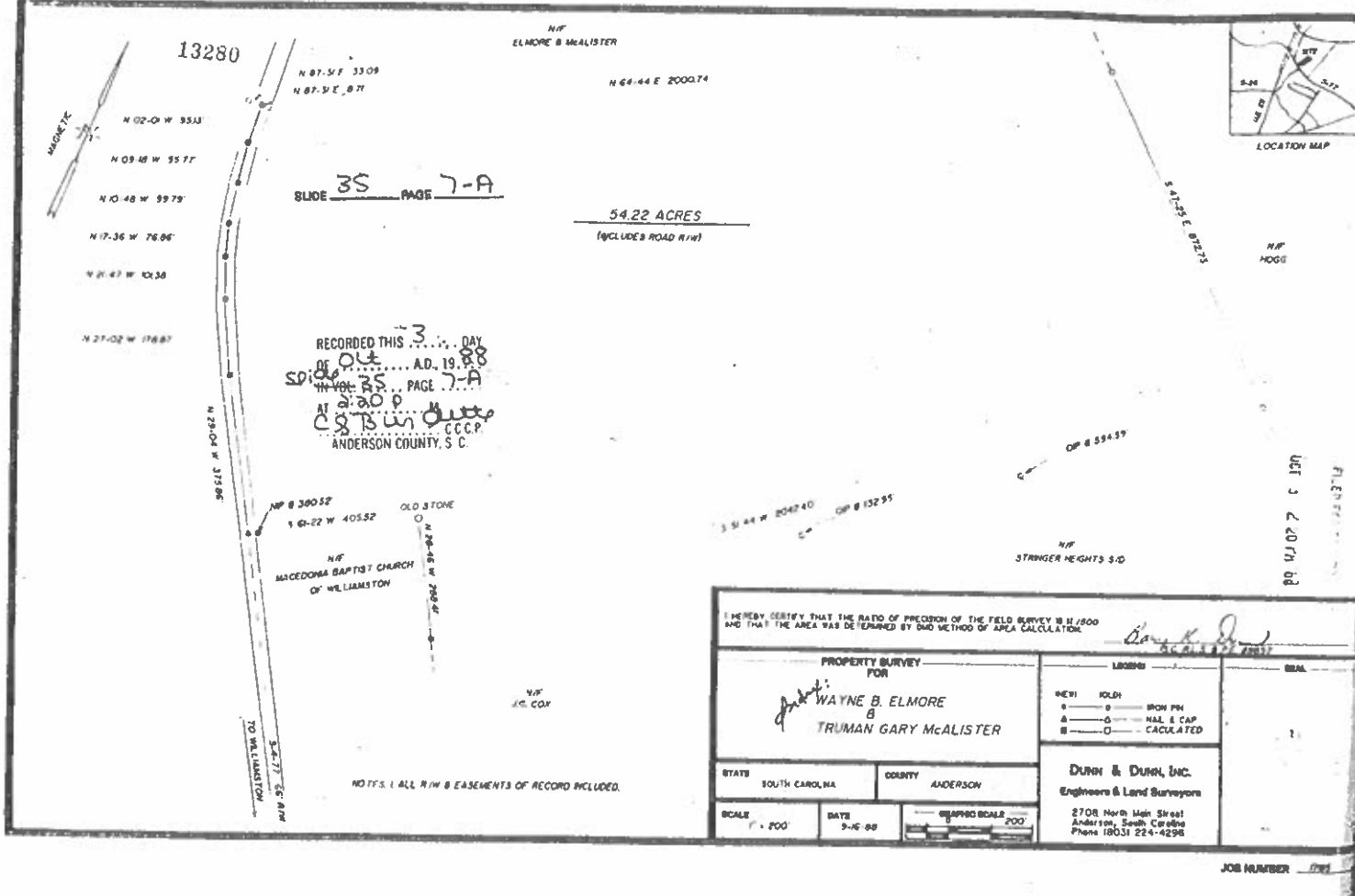
3. The site plan is based on the information provided by the owner.

C.E. PROPERTY SOLUTIONS, LLC
SERVING COMMERCIAL & RESIDENTIAL
PROPERTY OWNERS
101 WEST 10TH STREET, SUITE 200
ANDERSON, SC 29625
PHONE: 803.722.1122
WWW.CEPROPERTY.COM

BEAVERDAM COMMERCIAL PARK
SOUTH CAROLINA
ANDERSON COUNTY
PRELIMINARY PLAT

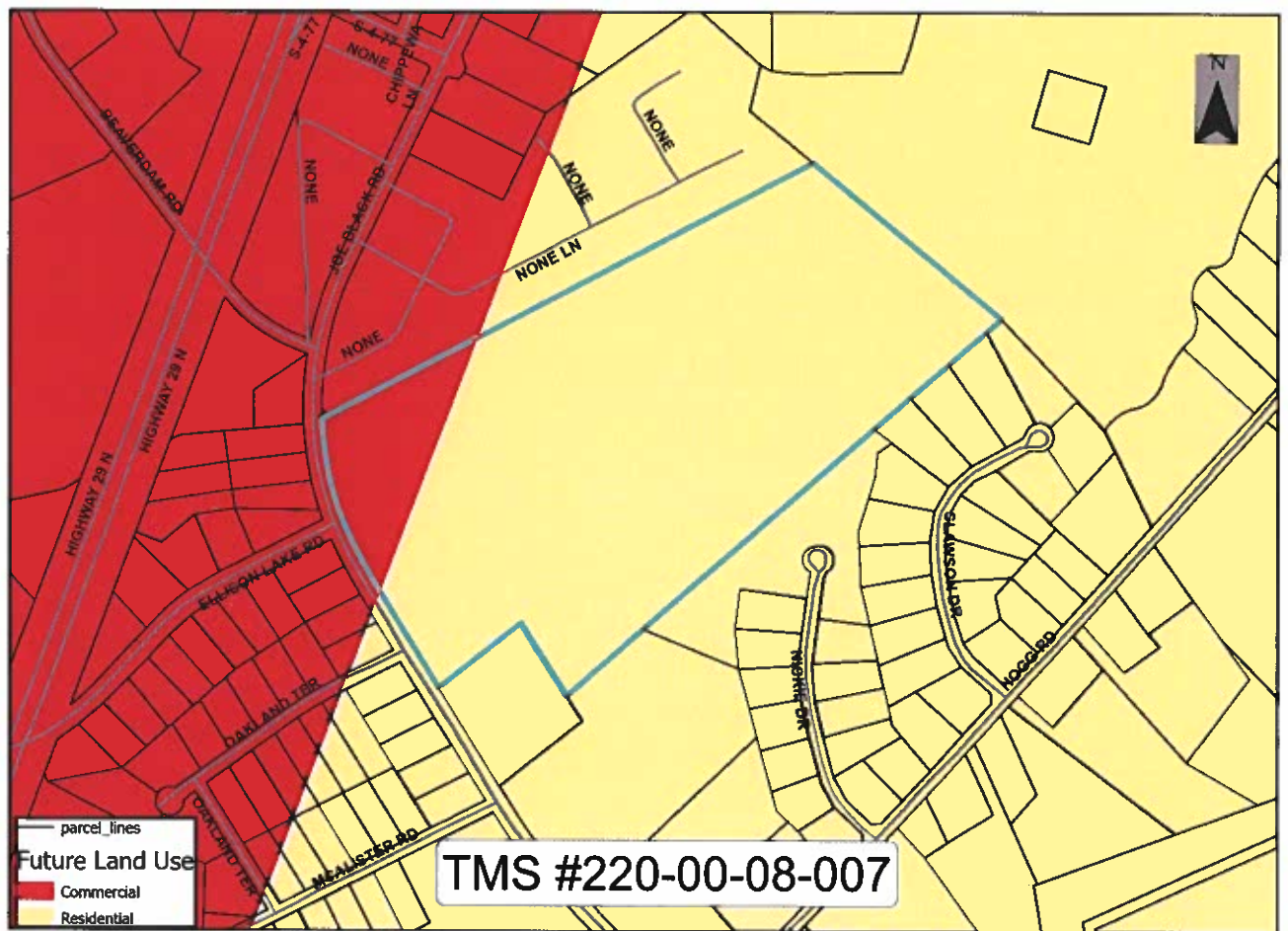
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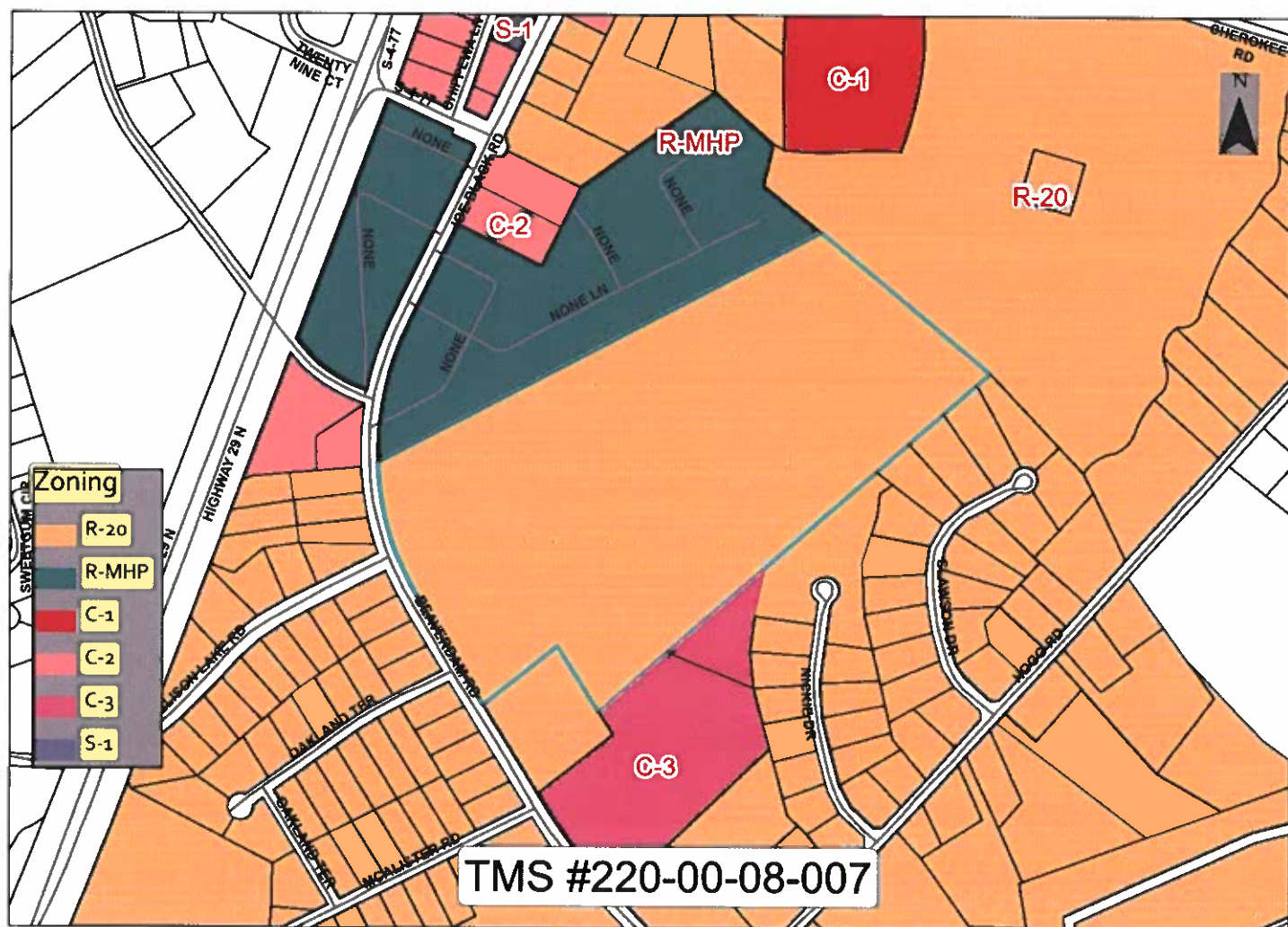
ARL1480 BK 25 P 71-72





0 500 1,000 2,000 Feet







Planning Commission

September 13, 2022

Date of Planning Commission Meeting

☐ Land Use

☒ Rezoning

☐ Subdivision

☐ Variance

Project Information

Name of Applicant/Project: Garnett Land Development

Property Location: Beaverdam Rd.

County Council District: 7 School District: 1

Total Acreage: +/- 16.3 of 54.22 acres total Number of Lots: 6

Current Zoning: R-20 Requested Zoning: C-3

Purpose: To create a Commercial Park

Recommendation/ Decision Rendered

☒ Approval

☐ Denial

Vote 7 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: 9/13/22

Anderson County Planning & Development
401 East River Street

Anderson, South Carolina 29624 | Phone: (864) 260-4720

ORDINANCE NO. 2022-049

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 COVE WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2022 (the “*Inducement Agreement*”) with _____, a _____ (the “*Company*”) (which was known to the County at the time as “*Project Cove*”), 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 lodging and recreation (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$5,000,000 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, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

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

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

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

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

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

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

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

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

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

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

ENACTED in meeting duly assembled this __ day of _____, 20__.

ANDERSON COUNTY, SOUTH CAROLINA

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: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

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

Renee Watts, Clerk to Council
Anderson County, South Carolina

Dated: _____, 2022

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT COVE

Dated as of _____, 2022

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

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

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

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

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

| | |
|--|---|
| SECTION 3.01 THE PROJECT | 9 |
| SECTION 3.02 DILIGENT COMPLETION | 9 |
| SECTION 3.03 FILINGS AND REPORTS | 9 |

ARTICLE IV

FILOT PAYMENTS

| | |
|---|----|
| SECTION 4.01 FILOT PAYMENTS | 11 |
| SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS..... | 12 |
| SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS..... | 13 |
| SECTION 4.04 REMOVAL OF EQUIPMENT | 14 |
| SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY..... | 14 |
| SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT MAINTENANCE REQUIREMENT | 14 |

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

| | |
|---|----|
| SECTION 5.01 CESSATION OF OPERATIONS..... | 16 |
| SECTION 5.02 RIGHTS TO INSPECT..... | 16 |
| SECTION 5.03 CONFIDENTIALITY | 16 |
| SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY | 16 |
| SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS..... | 17 |
| SECTION 5.06 INDEMNIFICATION COVENANTS | 17 |
| SECTION 5.07 QUALIFICATION IN STATE | 18 |
| SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL | 18 |
| SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS | 18 |
| SECTION 5.10 ADMINISTRATION EXPENSES | 19 |
| SECTION 5.11 PRIORITY LIEN STATUS..... | 19 |
| SECTION 5.12 INTEREST; PENALTIES | 19 |
| SECTION 5.13 SPONSOR AFFILIATES..... | 19 |

ARTICLE VI

DEFAULT

| | |
|--|----|
| SECTION 6.01 EVENTS OF DEFAULT | 21 |
| SECTION 6.02 REMEDIES UPON DEFAULT | 21 |
| SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES | 22 |
| SECTION 6.04 NO WAIVER | 22 |

ARTICLE VII

MISCELLANEOUS

| | |
|--|----|
| SECTION 7.01 NOTICES..... | 23 |
| SECTION 7.02 BINDING EFFECT | 23 |
| SECTION 7.03 COUNTERPARTS | 24 |
| SECTION 7.04 GOVERNING LAW..... | 24 |
| SECTION 7.05 HEADINGS..... | 24 |
| SECTION 7.06 AMENDMENTS..... | 24 |
| SECTION 7.07 FURTHER ASSURANCE | 24 |
| SECTION 7.08 INVALIDITY; CHANGE IN LAWS..... | 24 |
| SECTION 7.09 TERMINATION BY COMPANY..... | 25 |
| SECTION 7.10 ENTIRE UNDERSTANDING | 25 |
| SECTION 7.11 WAIVER | 25 |
| SECTION 7.12 BUSINESS DAY | 25 |

EXHIBIT A – DESCRIPTION OF LAND

EXHIBIT B – INVESTMENT CERTIFICATION

EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION

SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

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

| | | | |
|------------------------------|---|--|--------------|
| Company Name: | [To come.] | Project Name: | Project Cove |
| Projected Investment: | \$5,926,570 | Projected Jobs: | N/A |
| Location (street): | [To come.] | Tax Map No.: | [To come.] |
| | | | |
| 1. FILOT | | | |
| Required Investment: | \$5,000,000 | | |
| Investment Period: | 5 years | Ordinance No./Date: | [To come.] |
| Assessment Ratio: | 6% | Term (years): | 30 years |
| Fixed Millage: | .32527 | Net Present Value (if yes, discount rate): | N/A |
| Clawback information: | See Section 4.03 | | |
| 2. MCIP | | | |
| 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 ¹ | | |
| | | | |
| 3. SSRC | | | |
| Total Amount: | See Section 4.02 | | |
| No. of Years | 10 years | | |
| Yearly Increments: | 85% for years 1-5; 35% for years 6-10 | | |
| Clawback information: | See Section 4.02 | | |
| 4. Other information | | | |

¹ 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 COVE**, a _____ organized and existing under the laws of the State of _____ (the “*Company*”).

RECITALS

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

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

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for lodging and recreation.

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 Cove, 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 \$5,000,000 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-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 (6th) 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 (10th) 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, 2010,² 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.

² 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 29th 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 .32527 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2021, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

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

Section 2.02 Representations, Warranties, and Agreements of the Company

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

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

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a lodging and recreation facility

(c) _____, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(d) 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.

(e) 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 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 FILOT Act Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

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

[End of Article III]

ARTICLE IV
FILOT PAYMENTS

Section 4.01 FILOT Payments

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

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

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

Step 3: Use a millage rate of .32527 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

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

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of ten (10) consecutive years in an amount equal to eighty-five percent (85%) for years one through five (1-5) and thirty-five percent (35%) for years six through ten (6-10) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

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

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

(d) In the event the Company, together with any Sponsor Affiliates, fail to meet the Contract Minimum Investment Requirement by the fourth (4th) year following the project being placed in service, any subsequent Special Source Credits shall be reduced 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). Any portion of Special Source Credits lost because of a failure to meet the Contract Minimum Investment Requirement by the end of the the fourth (4th) year following the project being placed in service shall not be recoverable by the Company or its Sponsor Affiliates.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project

at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

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

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

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the FILOT Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate 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 (120th) 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:

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: _____
Lacey A. Croegaert, Clerk to Council
Anderson County, South Carolina

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

PROJECT COVE

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 _____, 20__ between Anderson County, South Carolina and the Company (the "**Agreement**"), as follows:

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

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

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (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 \$_____.

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. 2022-050

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 COVE, 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 Cove, 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:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
County Attorney

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Public Hearing: _____

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

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. 2022-051

AN ORDINANCE TO APPROVE A LEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND EQUINOX MILL AFFORDABLE, LP FOR A PARCEL OF REAL PROPERTY IDENTIFIED AS TAX MAP PARCEL 123-11-02-026 WHICH IS PART OF THE FORMER EQUINOX MILL SITE LOCATED AT 200 JACKSON STREET, ANDERSON, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County is the owner of real property bearing Tax Map No. 123-11-02-026 located at 200 Jackson Street, Anderson, South Carolina and is one parcel of the former Equinox Mill Site which is not being sold to Equinox Mill Affordable, LP;

WHEREAS, Equinox Mill Affordable, LP is in the process of acquiring the other parcels of property which were part of the former Equinox Mill Site, i.e. parcels with TMS numbers 123-12-09-001, 123-11-02-015, 123-11-02-014, 123-11-03-002, 123-12-05-003 and 123-11-02-008;

WHEREAS, Equinox Mill Affordable, LP desires to lease the parcel bearing Tax Map No. 123-11-02-026 in order to facilitate removal of remnants of the former Equinox Mill which remain on this parcel; and

WHEREAS, Anderson County desires to lease this parcel to Equinox Mill Affordable, LP and has authority pursuant to Title 4 of the Code of Laws of South Carolina to lease, sell, or otherwise dispose of real property.

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

1. The Lease Agreement, attached as Exhibit A, between Anderson County, South Carolina and Equinox Mill Affordable, LP is hereby approved and the Anderson County Administrator is authorized to execute the Lease Agreement on behalf of the County.

2. 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.

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

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

ORDAINED in meeting duly assembled this ____ day of _____, 2022.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of _____, 20__ (the "Effective Date") by and between the ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina ("Lessor"), and EQUINOX MILL AFFORDABLE, LP, a South Carolina limited partnership ("Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of that certain piece, parcel or lot of land identified as Anderson County, South Carolina Tax Map Parcel No. 123-11-02-026, containing approximately ____ acres and more particularly described on Exhibit A, attached hereto and incorporated herein (the "Lessor Property");

WHEREAS, Lessor currently owns and intends to convey to Lessee (the "Conveyance") those certain pieces, parcels or lots of land (collectively, the "Lessee Property") contiguous to the Lessor Property and identified as Anderson County, South Carolina Tax Map Parcel Nos: 123-12-09-001, 123-11-02-015, 123-11-02-014, 123-11-03-002, 123-12-05-003, and 123-11-02-008, containing an aggregate of approximately 16.203 acres and more particularly described on Exhibit B, attached hereto and incorporated herein (collectively, the "Lessee Property", collectively with the Lessor Property, the "Properties");

WHEREAS, remnants of a former textile mill and related facilities are located on the Properties, and certain of the textile mill building foundations straddle the common boundary line between the Properties, as more particularly depicted on Exhibit C, attached hereto and incorporated herein;

WHEREAS, Lessee intends to redevelop the Lessee Property, and in connection therewith, it intends to remove the abandoned textile mill building foundations and other improvements currently located on the Lessee Property;

WHEREAS, Lessee has agreed to remove the portions of the abandoned textile mill building foundations located on the Lessor Property (the "Lessor Property Foundations"), at its sole cost and expense; and

WHEREAS, Lessor has agreed to lease the Lessor Property to Lessee while Lessee is removing the Lessor Property Foundations, and Lessee has agreed to lease the same from Lessor, subject to the terms and conditions set forth herein,

NOW, THEREFOR, the parties hereby agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are incorporated into this Lease.
2. **Lease of Lessor Property.** Lessor hereby agrees to lease the Lessor Property, on an exclusive basis, to Lessee for and during the Term (as defined below), commencing as of the

Term Commencement Date (as defined below), and Lessee hereby agrees to lease the same from Lessor, subject to the terms and conditions set forth below. The parties acknowledge that the leasing of the Lessor Property as contemplated herein is subject to the Conveyance, and in the event the Conveyance has not occurred on or before March 31, 2023 for any reason, this Lease shall automatically terminate and the parties shall have no further obligations hereunder.

3. **Lessor Property Work.** During the Term, Lessee shall remove the Lessor Property Foundations from the Lessor Property, properly dispose of all waste from the same, and place the areas of the Lessor Property disturbed by Lessee in a clean, sightly and safe condition (the "**Lessor Property Work**"). All Lessor Property Work shall be performed at Lessee's sole expense in accordance with all applicable laws and regulations. The Lessor Property Work shall not include the removal of any structures, drives, or other improvements from the Lessor Property, other than the Lessor Property Foundations.

4. **Term.** The term of this Lease (the "**Term**") shall commence on the date (the "**Commencement Date**") set forth in written notice given by Lessee to Lessor, substantially in the form attached hereto as **Exhibit D** and incorporated herein (the "**Commencement Notice**") and shall continue for a period of six (6) months following the Commencement Date. Lessee shall complete the Lessor Property Work within the Term. In the event Lessee has not given the Commencement Notice within sixty (60) months from the Effective Date, this Lease shall automatically terminate and be of no further force or effect. Notwithstanding the foregoing, Lessor shall have the option to terminate this Lease at any time upon thirty (30) days' written notice to Lessee (the "**Termination Notice**"). The Term shall expire thirty (30) days after the effective date of the Termination Notice, pursuant to which the parties shall no further obligations hereunder. Without limiting the generality of the foregoing, following termination by Lessor, removal of any remaining portions of the Lessor Property Foundations shall be performed by Lessor at Lessor's sole expense.

5. **Payment of Rent.** Lessee shall pay to the Lessor a monthly rental during the Term of this Lease of \$1.00 ("**Base Rent**"). Beginning on the Effective Date, Base Rent shall be paid along with any other amounts then due and owing pursuant to the terms of this Lease ("**Additional Rent**," along with Base Rent, "**Rent**"), delivered to Lessor on or before the first day of the month at its address provided in Section 15 hereof (copy parties excluded). If any installment of Base Rent or Additional Rent is not paid within five (5) days after the applicable due date, Lessee shall pay to Lessor, as Additional Rent, a late charge equal to five percent (5%) of the overdue amount.

6. **Expenses.** Lessee shall be responsible for the expenses directly related to the Lessor Property Work. Except as otherwise specifically set forth herein, Lessor shall be responsible for all other costs and expenses related to the ownership, use, occupation, operation, management, maintenance and repair of the Lessor Property, including, without limitation, the cost of utilities, insurance, taxes and assessments, if any.

7. **Insurance.** During the Term, Lessee shall maintain, at its cost, commercial general liability insurance covering the Lessor Property and Lessee's activities thereon in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall cause its contractors to maintain builder's risk insurance and worker's compensation insurance as required by law.

Lessor shall be included as an additional insured or loss payee under such insurance policies, as applicable.

8. **No Liens.** Lessee shall promptly pay all persons furnishing labor or materials with respect to any work performed by Lessee or its contractor on or about the Lessor Property. In the event any mechanics' or other lien shall at any time be filed against the Lessor Property by reason of work, labor, services, or materials performed or furnished to or on behalf of Lessee, Lessee shall immediately cause the same to be discharged of record within thirty (30) days of notice of filing.

9. **Lessor and Lessee Representations and Warranties.** Lessor and Lessee each represents and warrants that, with respect to itself: (a) this Lease has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party; (b) there are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or in equity or before any governmental authority which would impair such party's ability to perform its obligations under this Lease; (c) the consummation of the transactions hereby contemplated and the performance of this Lease by such party will not result in any breach or violation of, or constitute a default under, any other agreement to which it is a party; and (d) the consummation of the transactions hereby contemplated and the performance of this Lease by such party will not result in a violation of any applicable law, statute, ordinance or regulation, or any judgment, order, writ injunction, decree or rule of any court or other governmental agency or authority or of any determination or award of any arbitrator by which it is bound.

10. **Lessor Covenants and Restrictions.**

a. **No Operations.** Except for the activities of Lessee in connection with the Lessor Property Work, Lessor agrees that it will not conduct or permit any governmental or private operations on, or otherwise use or permit the use of, the Lessor Property during the Term of this Lease.

b. **Entry onto Lessor Property.** Lessee shall have the right to fence off the Lessor Property during the Term of this Lease. Lessor shall have the right to inspect the progress of the Lessor Property Work from time to time during the Term of this Lease during regular business hours, provided Lessor gives at least 48-hours' advance notice to Lessee and Lessor is accompanied by a representative of Lessee. The parties agree to cooperate in good faith with the scheduling of any inspection by Lessor.

11. **Default.**

a. **Lessee's Default.** Occurrence of any of the following events shall be an Event of Default of Lessee under this Lease: (a) any default in the payment of Rent when due, which shall not be cured within ten (10) days following written notice thereof from Lessor to Lessee; (b) failure to maintain insurance as required herein; and/or (c) occurrence of any non-monetary default by Lessee (including without limitation a breach of representation or covenant set forth in this Lease) or anyone acting on Lessee's behalf or direction, which is not be cured within thirty (30) days following written notice from Lessor to Lessee

specifying the default, provided, however, if the cure of such non-monetary default is not susceptible to cure within thirty (30) days, Lessee shall have a reasonable time thereafter to complete such cure, provided the cure is commenced within such thirty (30) day period and Lessee continues to prosecute such cure with diligence.

b. Lessor's Default. Lessor's default under this Lease (including without limitation a breach of any representation or covenant set forth in this Lease), which default is not cured within thirty (30) days following written notice from Lessee to Lessor specifying the default, shall be an Event of Default by Lessor under this Lease, provided, however, if the cure of such default is not susceptible to cure within thirty (30) days, Lessor shall have a reasonable time thereafter to complete such cure, provided the cure is commenced within such thirty (30) day period and Lessor continues to prosecute such cure with diligence.

12. Remedies. Upon the occurrence of an Event of Default by Lessee or Lessor, giving effect to any notice and cure provisions set forth herein, Lessor or Lessee, respectively, shall have all rights and remedies available to it at law or in equity.

13. Assignment. Neither party shall assign, mortgage, or encumber its interest in this Lease, in whole or in part, without the prior written consent of the other party.

14. Casualty and Condemnation. This Lease shall not terminate or be forfeited or otherwise affected in any manner, and there shall be no reduction in or abatement of Rent, by reason of damage to or total, substantial, or partial destruction or condemnation of the Lessor Property or any part thereof or by reason of the unforeseeability of the same or any part thereof, for or due to any reason or cause whatsoever, except to the extent any damage, destruction or condemnation of the Lessor Property or any part thereof materially adversely affects the completion of the Lessor Property Work or substantially increases the cost thereof.

15. Notices. All notices under this Lease shall be in writing and shall be delivered personally, sent by Federal Express or other commercial overnight courier service, sent by First Class Mail, return receipt requested, or by email, with an original to follow by regular mail, to the addresses set forth below. Any notice or other communication given as hereinabove provided shall be deemed effectively given or received on the date of delivery, if delivered by hand or by overnight courier, on the date of transmission if by email (provided duplicate notice is also sent by First Class Mail and no notice of failure of transmission is received by the sender), or on the third (3rd) business day following the postmark date of such notice or other communication sent by First Class Mail, return receipt requested. Counsel for the parties may send notices on behalf of their clients.

If to Lessee:

Equinox Mill Affordable, LP
Attn: Mark Peters
506 North Main Street
Fountain Inn, SC 29644

Email: mark@mpetersgroup.com

With a copy to:

Wyche, P.A.
Attn: Megan P. O'Neill
200 East Broad Street, Suite 400
Greenville, SC 29601
Email: moneill@wyche.com

If to Lessor:

Anderson County, South Carolina
Attn: _____

Email: _____

With a copy to:

Attn: _____

Email: _____

16. **Governing Law and Jurisdiction.** This Lease shall be governed in accordance with the laws of the State of South Carolina. All disputes under this Lease shall be resolved by litigation in the Courts of the State of South Carolina, Anderson County, including the Federal Courts therein, and Lessee and Lessor herein each consent to the jurisdiction of such Courts, agree to accept service of process by restricted certified mail, and hereby waive any jurisdictional or venue defenses otherwise available.

17. **Attorneys' Fees.** If any action is brought by either party against the other in connection with or arising out of this Lease, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

18. **No Agency; No Joint Venture.** Nothing in this Lease is intended, nor shall in any way be construed, to create any form of partnership, agency, or joint venture relationship between the parties.

19. **Counterparts.** This Lease may be executed in counterparts, all of which, collectively, shall constitute one document. Counterparts may be delivered via facsimile,

electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., DocuSign) or other verifiable transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

20. **Business Days.** Whenever any action must be taken (including the giving of notices) under this Lease during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "Business Day" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

21. **No Waivers.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by any party of any failure or refusal to comply with any obligations under this Lease shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

22. **Severability.** If any term or provision of this Lease is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Lease. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Lease be consummated as originally contemplated to the greatest extent possible.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Lease pursuant to all necessary authorizations or actions of the Lessor and Lessee, as applicable.

LESSOR:

**ANDERSON COUNTY, SOUTH
CAROLINA, a body politic and corporate and
a political subdivision of the State of South
Carolina**

By: _____
Name: _____
Its: _____

LESSEE:

**EQUINOX MILL AFFORDABLE, LP,
a South Carolina limited partnership**

By: Equinox Mill, LLC,
a South Carolina limited liability company
Its: General Partner

By: _____
Mark B. Peters, Manager

EXHIBIT A

Lessor Property

ALL THAT CERTAIN PARCEL or tract of land situated in Anderson County, South Carolina, Centerville Township in School District No. 5 and more particularly described as follows:

BEGINNING at a concrete monument located on the northern boundary of Jones Street at the point where Jones Street terminates into property owned by the Grantor; running thence S. 51° 06' E. 1,225.07 ft. to an iron stake; thence again N. 6° 52' E. 71 ft. to an iron stake; thence again S. 50° 50' E. 245.90 ft. to a concrete monument; thence N. 39° 07' E. approximately 41 ft. to the center line of the Southern Railway System track; thence with the center line of the Southern Railway System track approximately N. 51° 06' W. approximately 1,434 ft. to a point; thence S. 38° 18' W. approximately 100 ft to the point of BEGINNING.

DERIVATION:

This being the same property conveyed unto Catherine H. Coker by Deed of Glen Raven Custom Fabrics, LLC, dated November 19, 2007 and recorded on November 27, 2007 in the Office of the Register of Deeds for Anderson County, South Carolina, in Deed Book 8374 at Page 250.

TMS: 123-11-02-026

EXHIBIT B

Lessee Property

All that certain lot or parcel of land containing approximately 0.25 acres with the improvements thereon in the Equinox Community of Centerville Township, School District No. Five, Anderson County, South Carolina, particularly shown and designated as Lot Number Twenty-Seven (27) upon a plat entitled "A subdivision for Equinox Mill" by Pickell & Pickell, Engineers, dated August 25, 1953 (revised November 27, 1953) and recorded in the Office of the Clerk of Court for Anderson County in Plat Book 27 at Pages 114 and 115, and having the metes and bounds, courses and distances as shown upon said plat.

TMS: 123-12-09-001

AND ALSO:

All that certain lot or parcel of land containing approximately 0.2 acres in the Equinox Community of Centerville Township, School District No. Five, Anderson County, South Carolina, particularly shown and designated as Lot No. 147 upon a plat entitled "A subdivision for Equinox Mill" by Pickell & Pickell, Engineers, dated August 25, 1953 (revised November 27, 1953) and recorded in the Office of the Clerk of Court for Anderson County in Plat Book 27 at Pages 114 and 115, and having the metes and bounds, courses and distances as shown upon said plat.

TMS: 123-11-02-015

AND ALSO:

PARCEL "A" containing 13.747 acres: BEGINNING at a concrete monument comer on the Northeast side of Jackson Street said comer being common with Lot No. 21 (shown on plat recorded in Book 27 at Page 114 and 115) and running along Jackson Street North 50-58 West 277.85 feet to an iron pin; thence continuing along the Northern side of Jackson Street North 82-04 West 496.41 feet to an iron pin; thence continuing on Jackson Street 82-39 West 153.61 feet to another concrete monument; thence continuing along Jackson Street South 84-17 261.17 feet to another concrete monument; thence turning and running North 00-27 West 247.38 feet to another concrete monument; thence South 44-14 East 248.93 feet to a concrete monument on the North side of Jackson Street; thence along the North side of Jackson Street North 50-49 West 26.93 feet to a concrete monument at the Southeast edge of Fletcher Street; thence along the Southeast edge of Fletcher Street North 39-00 East 298.02 feet to a concrete monument at the intersection of Fletcher Street and Burriss Street; thence along Burriss Street North 52-38 West 42.16 feet to a concrete monument; thence turning and running North 38-25 East 151.06 feet to a concrete monument; thence North 53-16 West 100.16 feet to an iron pin; thence North 52-44 West 139.10 feet to a concrete monument; thence North 38-23 East 208.13 feet to an iron pin; thence South 51-38 East 80.09 feet to a concrete monument; then North 38-189 East 115.90 feet to a concrete monument on the Southwest right of way of Southern Railway System; thence along the Southwest right of way of Southern Railway System South 51-06 East 1225.07 feet to a comer; thence North 6-52 East 71.00 feet to a comer; thence South 50-50 East 245.90 feet to a concrete monument; thence turning and running South 39-07 West 249.23 feet to the point of beginning.

TMS: 123-11-02-014

AND ALSO:

PARCEL "B-1" containing 1.426 acres; BEGINNING at an iron pin comer on the Southwest side of Jackson Street said comer being common with Lot No. 27 (shown on plat recorded in Plat Book 27 at Pages 114 and 115) and running thence South 39-04 West 118.19 feet to an iron pin at an alley; thence South 44-02 West 11.93 feet to an iron pin; thence South 38-59 West 106.26 feet to iron pin on Northeast side of Simmons Street; thence along Northeast side of Simmons Street North 50-56 West 276.48 feet to iron pin at comer of unnamed street; thence along Southeast side of unnamed street North 38-27 East 180.69 feet to iron pin on South side of Jackson Street; thence along South side of Jackson Street South 82-04 East 50.00 feet to iron pin; continuing on South side of Jackson Street South 68-24 East 80.86 feet to an iron pin; thence continuing along Jackson Street South 52-55 East 159.48 feet to point of beginning.

PARCEL "B-2" containing 0.152 acres: BEGINNING at an iron pin comer on the Southern side of Jackson Street said comer being common with the Northernmost comer of Parcel B-1 described above and running thence South 38-27 West 180.69 feet to an iron pin on Northeast side of Simmons Street; thence along Northeast side of Simmons Street North 47-15 West 39.53 feet to iron pin; thence North 38-27 East 154.50 feet to iron pin on South side of Jackson Street; thence along South side of Jackson Street, South 82-04 East 45.75 feet to point of beginning.

PARCEL "B-3" containing 0.25 acres: BEGINNING at an iron pin comer on the Southern side of Jackson Street said comer being common with the Northernmost comer of Parcel B-2 described above and running thence South 38-27 West of 154.50 feet to an iron pin on Northeast side of Simmons Street; thence along Northeast side of Simmons Street North 49-57 West 81.55 feet to iron pin on Southeast side of Alpha Street; thence along Southeast side of Alpha Street North 34-47 East 100.60 feet to iron pin on South side of Jackson Street; thence along South side of Jackson Street South 82-04 East 102.08 feet to point of beginning.

TMS: 123-11-03-002

AND ALSO:

PARCEL "E" containing 0.051 acres: BEGINNING at an iron pin comer on the South side of Jackson Street said comer being common with the Northernmost comer of Lot No. 145 (shown on plat recorded in Book 27 at Pages 114-115) and running thence South 35-29 West 78.73 feet to an iron pin; thence North 29-10 West 62.35 feet to an iron pin on the South side of Jackson Street; thence along the South side of Jackson Street North 82-46 East 76.69 feet to point of beginning.

TMS: 123-12-05-003

AND ALSO:

All that certain piece, parcel or lot of land lying, situate and being in the State of South Carolina, County of Anderson, known as PARCEL "C" containing 0.127 acres: BEGINNING at an iron pin comer at the Southwestern comer of the intersection of Jackson Street and Alpha Street, said comer being North 82-04 West 45.95 feet from the Northernmost comer of Parcel "B-3" described above and running thence along the Northwest side of Alpha Street South 34-47 West 80.69 feet to iron pin on Northeast side of Simmons Street; thence along the Northeast side of Simmons Street North 50-38 West 138.05 feet to an

iron pin on the South side of Jackson Street; thence along the South side of Jackson Street South 82-04 East 154.22 feet to point of beginning. The above description has been used in all of the prior deeds in the chain of title. The subject property is shown on a resurvey thereof by Anderson Surveying Associates, Inc., Don M. Kelly, SCPLS #9318, under date of November 5, 2007, and as shown thereon, said property contains 0.13 acres, more or less, is triangular in shape, with the metes, bounds, courses, and distances as are shown on said plat being incorporated herein by reference. See Plat Slide 1749 at Page 3-A for the recording of said plat. As further noted on said plat, the triangular parcel described above is shown in Plat Book 27 at Pages 114 and 115 as "Water Tank".

TMS: 123-11-02-008

EXHIBIT C

Depiction of Lessor Property Foundations

(See Attached)

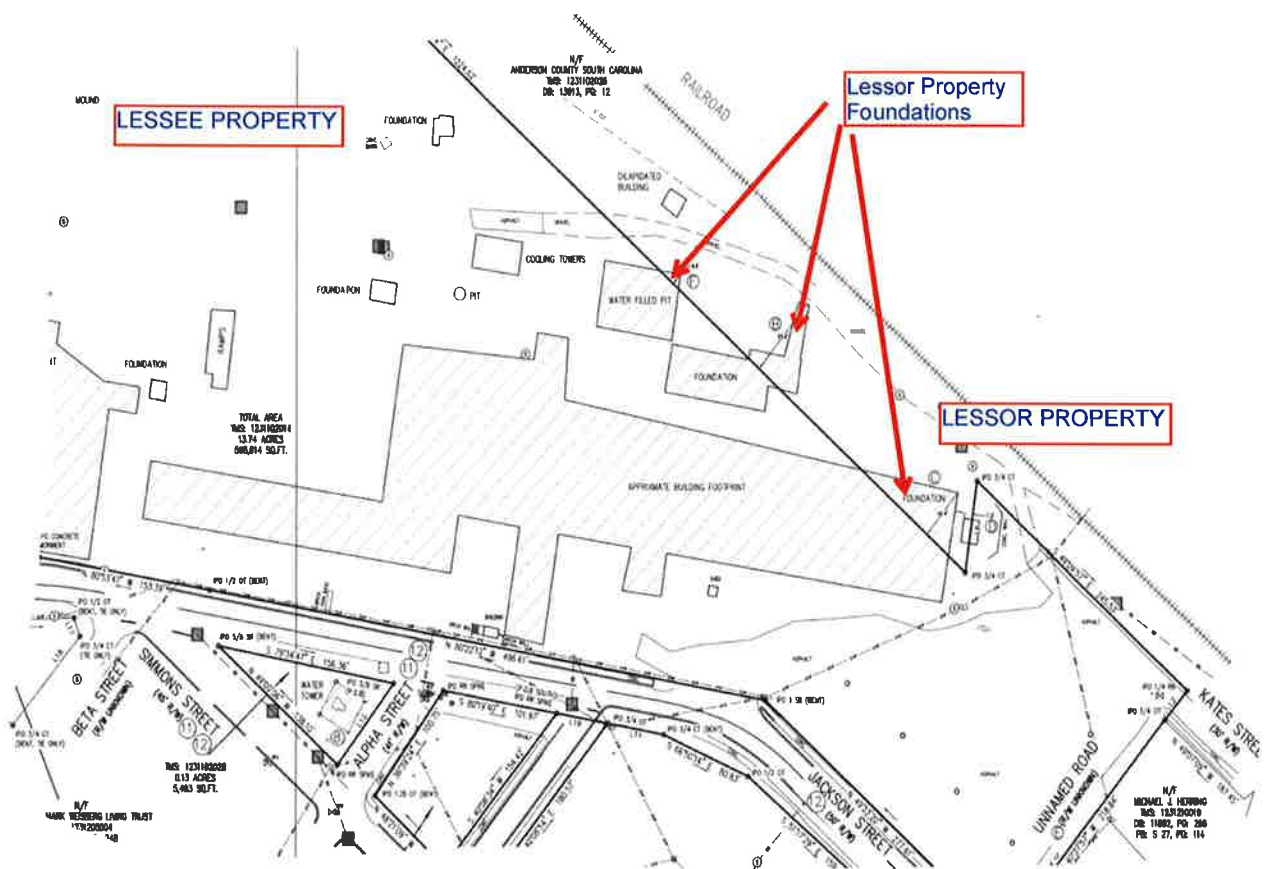


EXHIBIT D

Commencement Notice

(See Attached)

NOTICE OF COMMENCMENT

EQUINOX MILL

Pursuant to Section 4 of that certain Lease Agreement by and between Anderson County (“Lessor”) and Equinox Mill Affordable, LP (“Lessee”), dated as of _____, 20____ (the “Lease”), Lessee hereby notifies Lessor that the Term of the Lease (as defined therein) shall commence as of _____, 20____ (the “Commencement Date”). Accordingly, the Term of the Lease shall expire on _____, 20____, such date being six (6) months from the Commencement Date, unless earlier terminated as permitted therein.

EQUINOX MILL AFFORDABLE, LP, a South Carolina limited partnership

By: Equinox Mill, LLC,
a South Carolina limited liability company
Its: General Partner

By: _____
Mark B. Peters, Manager

Date: _____

ORDINANCE NO. 2022-052

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

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

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

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

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

DONE in meeting duly assembled this ____ day of _____, 2022.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

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

All that certain piece, parcel or tract of land situated, lying and being in Grove Township, County of Greenville, State of South Carolina, on the East side of Augusta Road, as shown on a ALTAL Land Title & Topographic Survey dated February 4, 2022, and recorded in Plat Book PL 1438, Page 13, and having the following metes and bounds, to-wit:

BEGINNING at the Northwest corner of a 14.78 acre tract conveyed to Margie Smith, recorded in Deed Book 1461, Page 576 and shown on Plat Book 6-M, Page 84 in the RMC Office for Greenville County, said corner being a found 1-inch crimped iron pipe, said corner being the Northeast corner of the herein described tract;

THENCE South $21^{\circ}31'11''$ West, along the West line of said 14.78 Smith tract, along the East line of the herein described tract, 1,910.82 feet to the North right-of-way line of Ray Road, 50-foot wide, according to Plat Book 22-Z, Page 76 recorded in the RMC Office for Greenville County, said point being the Southwest corner of said 14.78 acre Smith tract, said point being a 1-inch crimped iron pipe, said point being the Southeast corner of the herein described tract;

THENCE the following courses and distances along the North right-of-way line of Ray Road:

North $71^{\circ}17'20''$ West, 190.72 feet to a found 5/8-inch iron rod;

North $79^{\circ}48'49''$ West, 6.86 feet to a found 5/8-inch iron rod;

North $77^{\circ}35'40''$ West, 199.69 feet to a found 5/8-inch iron rod;

North $78^{\circ}07'15''$ West, 256.58 feet to a found 5/8-inch iron rod;

North $81^{\circ}00'34''$ West, 85.37 feet to a found 5/8-inch iron rod;

North $85^{\circ}19'31''$ West, 721.51 feet to a found 5/8-inch iron rod;

North $05^{\circ}01'29''$ East, 8.00 feet to a found 5/8-inch iron rod;

North $85^{\circ}26'21''$ West, 115.00 feet to a found 5/8-inch iron rod;

North $11^{\circ}22'52''$ West, 32.94 feet to a found 4x4 fence post, said point being on the East right of way line of Augusta Road, said point being the Southwest corner of the herein described tract;

THENCE North $23^{\circ}35'26''$ East, 2,029.52 feet, along the East right-of-way line of Augusta Road, to a found 5/8-inch iron rod with cap, "LS 14808", said point being a westerly corner of 140.26 acre tract conveyed to NWH Properties LP, said point being the Northwest corner of the herein described tract;

THENCE South $75^{\circ}56'53''$ East, 1,490.69 feet, along a southern line of said 140.26 acre NWH tract, to the said POINT OF BEGINNING, said description containing 67.69 acres (2,948,687 square feet) of land.

Greenville County Tax Map Nos. 0594020102800 and 0594020102900

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

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

Clerk, Anderson County Council

Dated: _____, 20__

ORDINANCE NO. 2022- 053

AN ORDINANCE TO APPROVE THE GRANT OF A FIBER COMPANY RIGHT -OF-WAY EASEMENT TO WC FIBER, LLC ON PROPERTY OWNED BY ANDERSON COUNTY, SOUTH CAROLINA LOCATED AT 399 SIMMONS FORD ROAD, TOWNVILLE, SOUTH CAROLINA (TMS NO. 016-00-01-003); AND OTHER MATTERS RELATED THERETO.

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

WHEREAS, the County proposes to grant to WC Fiber, LLC (“WC Fiber”) an easement over a portion of its property with TMS No. 016-00-01-003 and located on Simmons Ford Road for location of fiber optic cable facilities; and

WHEREAS, location of fiber optic cable within the rural area of the County is a desirable feature for the citizens of Anderson County.

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

1. The Anderson County Council hereby approves the Fiber Company Right -of-Way Easement on a portion of tax parcel 016-00-01-003, as shown on Exhibit A attached hereto, for purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and/or removing fiber optic cable and the necessary cabinets and equipment within the Right-of-Way Easement. The County Administrator is hereby authorized, empowered, and directed to execute, acknowledge, and deliver all documents in the name of and or behalf of the County to carry out the transaction authorized by this Ordinance.

2. 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.

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

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

ORDAINED in meeting duly assembled this ____ day of _____, 2022.

ATTEST:

Rusty Burns
Anderson County Administrator

Tommy Dunn, Chairman
Anderson County Council

Renee Watts
Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Public Hearing: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON) FIBER COMPANY RIGHT-OF-WAY
) EASEMENT

KNOW ALL MEN BY THESE PRESENT: That the undersigned, ANDERSON COUNTY (hereinafter called Grantor, whether one or more) does hereby grant to WC Fiber, LLC., its successors and assigns (hereinafter called Grantee), a permanent right-of-way and easement 50'ft x 50'ft EASEMENT for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and/or removing fiber optic cable and the necessary cabinets and equipment therein upon the route set forth below by the Grantee, its agents or servants, under, upon, over, through, and/or across lands of the Grantor, situated in or near TOWNVILLE, ANDERSON COUNTY, SOUTH CAROLINA.

Said easement will be behind R/W along the western edge of Simmons Ford Rd in the southeastern corner of the property.

See attached drawing for more detail.

TMS 160001003 (399 Simmons Ford Rd)

The Grantor and its successors shall have the right to use and/or maintain the lands within the right of way for any purpose not inconsistent with the operation, installation, maintenance, inspection, repair and replacement of the Communications Facilities. The Grantee shall have the right by its agents, servants, employees and contractors to have access to said system along the right-of-way easement. The Grantee shall be responsible to the Grantor for restoring as close as reasonably possible to its original condition the R/W and other areas disturbed by construction and/or maintenance activities. The Grantee also agrees to restore the said right-of-way as close to its original condition as reasonably possible should the Grantee so choose to remove the communications equipment, shelter, and fiber optic cable from the site.

To have and to hold said right-of-way and easement unto the said Grantee, its successors and assigns forever, and the undersigned hereby binds itself, its heirs, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against itself and all others claiming the same or any part hereof, by, through or under it.

Initials (County Representative) _____
(WCFiber Representative)

IN WITNESS WHEREOF, the undersigned has hereto set his/her hand and seal this
 _____ day of September 2022.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

Witness #1 _____ Date: _____

Anderson County Representative _____ Date: _____

Witness #2 _____ Date: _____

STATE OF SOUTH CAROLINA)
) SS
 COUNTY OF Anderson)

PERSONALLY appeared before me _____ and made oath
 (Witness appearing before Notary)

that he/she saw the within named _____ sign, seal and as its act and deed
 (County Representative)

deliver the within Right-of-Way for the uses and purposes therein mentioned, and that he/she with

_____ in the presence of each other, witnessed the due execution thereof.
 (Other Witness Name)

 (Witness Appearing before Notary)

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2022.

 NOTARY PUBLIC FOR

MY COMMISSION EXPIRES: _____

Initials (County Representative) _____
 (WCFiber Representative) _____

Attachment 1: Townville Convenience Center Easement Drawing

Initials (Owner) _____
Initials (WCFiber) _____



RESOLUTION NO. 2022-059

A RESOLUTION EXPRESSING THE INTENT OF COUNTY COUNCIL TO LEASE COUNTY MAINTENANCE OF AND TO AUTHORIZE COUNTY CONSENT TO JUDICIAL ABANDONMENT AND CLOSURE OF AN UNNAMED ROAD THAT CROSSES TAX MAP PARCEL 123-11-03-002 BETWEEN SIMMONS STREET AND JACKSON STREET; AND OTHER MATTERS RELATED THERETO.

WHEREAS, an unnamed road (the “Road”) currently crosses Tax Map Parcel No. 123-11-03-002 between Simmons Street and Jackson Street;

WHEREAS, Tax Map Parcel No. 123-11-03-002 is currently owned by Anderson County, South Carolina and is one of the parcels of the former Equinox Mill Site;

WHEREAS, the Anderson County Council has previously approved the sale of Tax Map Parcel 123-11-03-002 by Ordinance No. 2021-069 approved by County Council on December 7, 2021, which is part of the redevelopment of the former Equinox Mill Site; and

WHEREAS, the closure of the unnamed road will facilitate redevelopment of the former Equinox Mill Site.

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

1. Anderson County, acting by and through its County Council, consents to the judicial abandonment and closure of the unnamed road across Tax Map Parcel 123-11-03-002 between Simmons Street and Jackson Street as shown on the attached Exhibit A.

2. In the event the unnamed road is closed by a judicial order, the County shall immediately cease all maintenance of this road.

3. The County Administrator is hereby authorized to proceed to obtain a judicial order pursuant to S.C. Code §§ 57-9-10 through 57-9-40 for a closure of the Road.

4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

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

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

RESOLVED this ____ day of _____, 2022, in meeting duly assembled.

ATTEST:

Rusty Burns
Anderson County Administrator

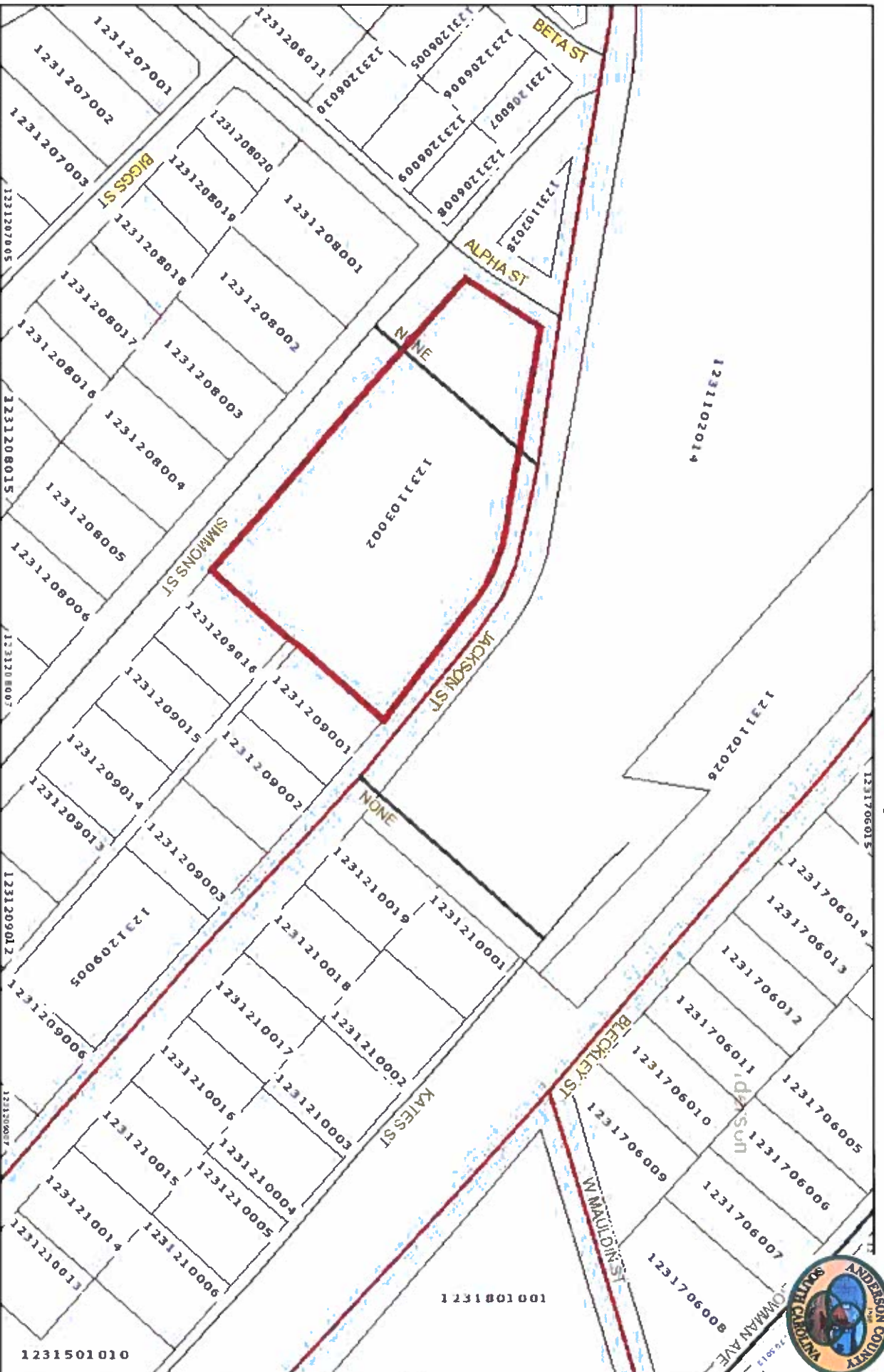
Tommy Dunn, Chairman

Renee Watts
Clerk to County Council

APPROVED AS TO FORM:

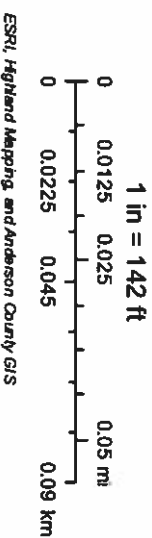
Leon C. Harmon
Anderson County Attorney

Anderson County



October 12, 2022 Disclaimer accepted.

TMS: 1231103002
 Owner: ANDERSON COUNTY
 Owner Address: PO BOX 8002
 City/State: ANDERSON SC
 Deed Book: 13913
 Tax District: 5
 Sale Year: 2019
 Zip Code: 29621
 Current Plat: CP 027/114
 Description: PARS B1-B3 SIMMONS ST 1.82 AC
 Market Value: \$13,470



RESOLUTION NO. 2022-060

A RESOLUTION APPROVING AND CONSENTING TO THE TRANSFER AND ASSIGNMENT TO, AND ASSUMPTION BY, RAO REAL ESTATE LLC AND SP ORIAN LLC OF CERTAIN EXISTING FEE-IN-LIEU OF TAX AGREEMENTS TO WHICH THE COUNTY AND ORIAN RUGS, INC. ARE PARTIES (THE “FILOT AGREEMENTS”) AND OTHER MATTERS RELATING THERETO.

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “Council”), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”), Title 4, Chapter 12 of the Code (the “Lease Act”), Sections 4-1-170, 4-1-172 and 4-1-175 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 specifically, the “Special Source Act”) (collectively, the “Act”); and Ordinances No. 2019-002 and 2019-003 duly enacted by Council on February 13, 2019, and an Ordinance duly enacted by Council on or around December 1, 2013 (collectively, the “FILOT Ordinances”), (i) executed a Lease Agreement under the Lease Act dated as of December 1, 1997, as amended (the “1997 Lease Agreement”), with Orian Rugs, Inc. for purposes of providing a fee in lieu of tax incentive with respect to Orian Rugs, Inc.’s investment in certain land, infrastructure, fixtures, machinery, equipment and other tangible personal property; (ii) executed a Lease Agreement under the Lease Act dated as of December 1, 2003 (the “2003 Lease Agreement”) with Orian Rugs, Inc. for purposes of providing a fee in lieu of tax incentive with respect to Orian Rugs, Inc.’s investment in certain land, improvements, fixtures, machinery, equipment, and other tangible personal property; (iii) entered into a Fee in Lieu of Tax Agreement dated as of December 1, 2013 with Orian Rugs, Inc. (the “Negotiated Fee Agreement”) to induce Orian Rugs, Inc. (“Assignor”) to expand its existing facilities in the County, pursuant to which Assignor agreed to make, and the County agreed to accept, negotiated fee in lieu of tax (“FILOT”) payments with respect to certain eligible property constituting one or more new facilities located in the County used for manufacturing and other lawful commercial purposes (collectively, the “Project”); and (iv) entered into two Fee-in-Lieu of Tax Agreements each dated as of February 13, 2019 for the purpose of converting the 1997 Lease Agreement and 2003 Lease Agreement to Fee-in-Lieu of Tax Agreements under the Negotiated FILOT Act as authorized in Section 12-44-170 of the Code (each a “FILOT Conversion Agreement”) (each of the 1997 Lease Agreement, the 2003 Lease Agreement, the Negotiated Fee Agreement, and the FILOT Conversion Agreements referred to individually as a “FILOT Agreement”, and collectively as, the “FILOT Agreements”); and

WHEREAS, Assignor has determined to sell all real property placed in service in accordance with the FILOT Agreements, and made part of the Project, to RAO Real Estate LLC, and to sell all personal property placed in service in accordance with the FILOT Agreements, and made part of the Project, to SP Orian LLC (RAO Real Estate LLC and SP Orian LLC each referred to individually as an “Assignee”, and collectively as, the “Assignees”) (all such real and personal property referred to as, the “FILOT Property”); and

WHEREAS, Assignor desires to assign to Assignees, and Assignees desire to assume, all of Assignor’s right, title and interest in and to the FILOT Ordinances, the FILOT Agreements and the FILOT Property, as part of the Assignees’ acquisition of the FILOT Property; and

WHEREAS, in accordance with Section 5.09 of each FILOT Conversion Agreement, Section 8.01 of the Negotiated Fee Agreement, and the Transfer Provisions defined therein, the Assignor and the Assignees have requested the County’s consent to the assignment by the Assignor and the assumption by the Assignees of the FILOT Ordinances, the FILOT Agreements and the FILOT Property; and

WHEREAS, upon the acquisition of the FILOT Property, the Assignees will assume all of the rights and obligations of Assignor under the FILOT Ordinances and the FILOT Agreements, and have agreed to be liable for all fees-in-lieu of taxes and other payments due thereunder.

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

Section 1. To the best knowledge of the County as of the date of this Resolution, Assignor (i) has not committed an Event of Default, as that term is defined in the FILOT Agreements, and is not otherwise in breach of the FILOT Agreements; and (ii) has met all Contract Minimum Investment Requirements, as that term is defined in each FILOT Conversion Agreement, and all job creation and other capital investment requirements otherwise set forth in the FILOT Agreements.

Section 2. Upon the acquisition of the FILOT Property by the Assignees, the County hereby approves and consents to (i) the assignment of all of Assignor's right, title and interest in and to the FILOT Ordinances, the FILOT Agreements and the FILOT Property and (ii) the assumption by Assignees, on and after the assignment, of any and all rights and obligations associated with the FILOT Ordinances, the FILOT Agreements and the FILOT Property from and after the date of such assignment. Following the assignment and assumption referenced in subsections (i) and (ii) of the previous sentence (the "Assignment"), Assignor shall be fully released and discharged from any and all of its respective obligations under the FILOT Ordinances and FILOT Agreements except as those obligations arise directly from Assignor's actions or inactions which occurred prior to the Effective Date of the Assignment.

Section 3. Upon the acquisition of the FILOT Property by the Assignees, the County approves the designation of the Assignees as sponsors or sponsor affiliates, as the case may be, under the FILOT Agreements or the Negotiated FILOT Act, with all the rights and obligations of the Assignor under the FILOT Agreements.

Section 4. The County Council Chairman and/or the County Administrator are each hereby authorized and directed to execute the consent included as Exhibit B to the Assignment and Assumption of Fee-in-Lieu of Tax Agreements attached hereto (the "Consent"), with such changes as do not adversely impact the County and as are recommended by counsel for the County, in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest to the same. The County Council Chairman and/or the County Administrator are each hereby further authorized and directed to execute and deliver any other documents as may be necessary or desirable to assist in the assignment of the FILOT Ordinances, the FILOT Agreements and the FILOT Property to the Assignees, all as consistent with this Resolution.

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

Section 4. The authorization of the execution and delivery of the Consent and the other documents or obligations of the County required by the FILOT Agreements are 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.

[remainder of page intentionally left blank]

Done in meeting duly assembled on October ___, 2022.

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Tommy Dunn
Chairman, Anderson County Council

ATTEST:

By: _____
Rusty Burns
Anderson County Administrator

By: _____
Renee Watts
Clerk to Anderson County Council

APPROVED AS TO FORM:

Leon Harmon
County Attorney

**ASSIGNMENT AND ASSUMPTION
OF
FEE-IN-LIEU OF TAX AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF FEE-IN-LIEU OF TAX AGREEMENT (the “Agreement”) is entered into as of this ____ day of _____, 2022 by and between **ORIAN RUGS, INC.**, a South Carolina corporation (the “Assignor”), **RAO REAL ESTATE LLC**, a Tennessee limited liability company, and **SP ORIAN LLC**, a Tennessee limited liability company (each, an “Assignee”, and collectively, the “Assignees”). Further, **ANDERSON COUNTY, SOUTH CAROLINA** (the “County”) has given its consent to this Agreement as evidenced by the annexed Exhibit B, which is made a part hereof.

RECITALS

WHEREAS, Anderson County, South Carolina (the “County”), acting by and through its County Council (the “Council”), pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”), Title 4, Chapter 12 of the Code (the “Lease Act”), Sections 4-1-170, 4-1-172 and 4-1-175 of the Code (the “Multi-County Park Act” or, as to Section 4-1-175 specifically, the “Special Source Act”) (collectively, the “Act”); and Ordinances No. 2019-002 and 2019-003 duly enacted by Council on February 13, 2019, and an Ordinance duly enacted by Council on or around December 1, 2013 (collectively, the “FILOT Ordinances”), (i) executed a Lease Agreement under the Lease Act dated as of December 1, 1997, as amended (the “1997 Lease Agreement”), with Orian Rugs, Inc. for purposes of providing a fee-in-lieu of tax incentive with respect to Orian Rugs, Inc.’s investment in certain land, infrastructure, fixtures, machinery, equipment and other tangible personal property; (ii) executed a Lease Agreement under the Lease Act dated as of December 1, 2003 (the “2003 Lease Agreement”) with Orian Rugs, Inc. for purposes of providing a fee-in-lieu of tax incentive with respect to Orian Rugs, Inc.’s investment in certain land, improvements, fixtures, machinery, equipment, and other tangible personal property; (iii) entered into a Fee-in-Lieu of Tax Agreement dated as of December 1, 2013 with Orian Rugs, Inc. (the “Negotiated Fee Agreement”) to induce Orian Rugs, Inc. (“Assignor”) to expand its existing facilities in the County, pursuant to which Assignor agreed to make, and the County agreed to accept, negotiated fee-in-lieu of tax (“FILOT”) payments with respect to certain eligible property constituting one or more new facilities in the County used for manufacturing and other lawful commercial purposes (collectively, the “Project”); and (iv) entered into two Fee-in-Lieu of Tax Agreements each dated as of February 13, 2019 for the purpose of converting the 1997 Lease Agreement and 2003 Lease Agreement to Fee-in-Lieu of Tax Agreements under the Negotiated FILOT Act as authorized in Section 12-44-170 of the Code (each a “FILOT Conversion Agreement”) (each of the 1997 Lease Agreement, the 2003 Lease Agreement, the Negotiated Fee Agreement, and the FILOT Conversion Agreements referred to individually as a “FILOT Agreement”, and collectively as, the “FILOT Agreements”); and

WHEREAS, Assignor has determined to sell all real property placed in service in accordance with the FILOT Agreements, and made part of the Project, to RAO Real Estate LLC, and to sell all personal property placed in service in accordance with the FILOT Agreements, and made part of the Project, to SP Orian LLC (RAO Real Estate LLC and SP Orian LLC each referred to individually as an “Assignee”, and collectively as, the “Assignees”) (all such real and personal property referred to as, the “FILOT Property”), said FILOT Property being more fully described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Assignor desires to assign to Assignees, and Assignees desire to assume, all of Assignor’s right, title and interest in and to the FILOT Ordinances, the FILOT Agreements and the FILOT Property, as part of, and only to the extent of, each Assignees’ acquisition of its respective portion of FILOT

Property (with respect to the FILOT Property acquired by each Assignee, the “Assigned FILOT Property”); and

WHEREAS, the County has considered the Assignor’s request to assign all of its right, title and interest in and to the FILOT Ordinances, FILOT Agreements and Assigned FILOT Property, and, by Resolution adopted by the County on October __, 2022, the County approved and consented to the assignment to the Assignees by the Assignor of all the Assignor’s right, title and interest in and to the FILOT Ordinances, the FILOT Agreements and the Assigned FILOT Property.

NOW, THEREFORE, FOR VALUE RECEIVED, it is agreed as follows:

1. The Assignor hereby assigns, transfers and delivers to the Assignees all of the Assignor’s right, title and interest in and to the FILOT Ordinances, the FILOT Agreements and the Assigned FILOT Property, and all matters related thereto, on and after the date first written above (the “Effective Date”), including all rights, duties, and obligations conferred by the FILOT Ordinances and the FILOT Agreements upon the Assignor. On and after the Effective Date, Assignor shall be fully released and discharged from any and all of Assignor’s obligations under the FILOT Ordinances and FILOT Agreements except as those obligations arise directly from Assignor’s actions or inactions which occurred prior to the Effective Date.

2. The Assignees hereby accept the assignment of all of the Assignor’s right, title and interest in and to the FILOT Ordinances, the FILOT Agreements and the Assigned FILOT Property, and agree to be bound by and perform, observe, and otherwise comply with all of the obligations, covenants and undertakings of the Assignor with respect to the FILOT Ordinances, the FILOT Agreements and the Assigned FILOT Property from and after the Effective Date.

3. Any notice, election, demand, request, or other communication to be provided to the “Company” (the Assignees) in accordance with Section 7.01 of each FILOT Conversion Agreement and Section 10.04 of the Negotiated Fee Agreement shall be to the following Assignee, as applicable:

RAO REAL ESTATE LLC
C/O Sage Park, Inc.
725 Cool Springs Blvd., Suite 245
Franklin, TN 37067
Attention: Robert Joubran, President
Email: rjoubran@sagepark.com

SP ORIAN LLC
C/O Sage Park, Inc.
725 Cool Springs Blvd., Suite 245
Franklin, TN 37067
Attention: Robert Joubran, President
Email: rjoubran@sagepark.com

4. This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignees, their respective successors and assigns.

5. This Agreement may be executed in counterparts, each of which shall constitute an original and taken together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Assignor and the Assignees have executed this Agreement effective as of the day and year first above written.

Signed sealed and delivered
In the presence of:

Witness

Assignor:

ORIAN RUGS, INC.

By: _____
Name: _____
Title: _____

Signed sealed and delivered
In the presence of:

Witness

Assignee:

RAO REAL ESTATE LLC

By: _____
Name: _____
Title: _____

Signed sealed and delivered
In the presence of:

Witness

Assignee:

SP ORIAN LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
(FILOT PROPERTY)

Parcel 1:

All that certain lot or tract of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing 1.48 acres, more or less, and being all of that certain tract of land containing 5.72 acres, more or less, as shown on plat made by John C. Smith, surveyor. dated August, 1957, recorded in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 43, at page 1, and described thereon as follows:

BEGINNING at the southeast corner of said parcel of land at the point of intersection of a public road with the Anderson-Greenville Highway and running thence along said highway N 16-36 E 426.1 feet to a corner in said Anderson-Greenville Highway; thence S 85-15 W 798.6 feet to an iron pin corner; thence S 22-45 E 466 feet to a corner in road; thence along said road S 87-28 E 397.3 feet to the beginning corner.

LESS AND EXCEPT the following parcels:

- (1) Lots 1, 2, 3 and 4 as shown on plat made by Prank D. Thompson, Surveyor, dated August 12, 1960, of record in the office of the Register of Deeds for Anderson County in Plat Book 50, at page 139.
- (2) Deed of Ralph J. Chasteen to Carron G. Ayers and Dorothy B. Ayers dated March 12, 1980 and recorded in the office of the Register of Deeds for Anderson County in Deed Book 19-H, at page 444; and
- (3) Deed of Ralph J. Chasteen to South Carolina Department of Transportation dated October 13, 1993 and recorded in the office of the Register of Deeds for Anderson County in Records Book 1809, at page 059.

Parcel 2:

ALL that certain lot of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing .59 acres, more or less, and being shown as Lot Number 3 on plat made at the request of P. W. Chasteen by Frank D. Thompson, Surveyor, dated August 12, 1960, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 50, at page 139, and as shown thereon said lot fronts 115 feet on the northwestern side of the centerline of S.C. Highway 81 and extends back therefrom between parallel lines to a depth of 225 feet on its northeastern and southwestern boundary lines and having a width of 115 feet on its rear boundary line. Said lot is bounded on the northeast by Lot Number 2, on the southwest by Lot Number 4, on the northwest by other property of P.W. Chasteen and on the southeast by S.C. Highway 81.

Parcel 3:

ALL the certain lot of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing .84 acres, more or less, and being shown as Lot Number 4 on plat made at the request of P. W. Chasteen by Frank D. Thompson, Surveyor, dated August 12, 1960, of record in the office of the Register of Deeds for Anderson County, South Carolina In Plat Book 50, at page 139, and as shown thereon said lot fronts 135.1 feet on S.C. Highway 81 and extends back therefrom on its northeastern boundary for a distance of 225 feet and on its southern boundary for a distance of 231.5 feet and having a width of 190 feet along its rear boundary line.

Parcel 4:

ALL of that certain tract of land in Hopewell Township, School District Number Five (5), Anderson County, South Carolina, containing 11.25 acres, more or less, and being shown as Tract F-1 on plat made by Farmer and Simpson Engineers dated November 28, 1995, revised October 25, 1996 and November 1, 1996 or record in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 736 at pages 8 and 9 and being described thereon as follows: Beginning at an iron pin on the Northwestern side of the right of way for Sam McGee Road (C-10- 142), said point being the joint front corners between Lots F-1 and F-2 shown on said plat, thence North 15-12-47 West, 1,450.22 feet to an iron pin, thence North 77-00-34 East 263.87 feet to an iron pin, thence South 19-40-19 East 1,259.00 feet to iron pin thence South 20-09-04 East 320.25 feet to iron pin on the Northwestern side of the right of way for Sam McGee Road, thence in a Northwesterly directly along the right of way for Sam McGee Road the following courses and distance to-wit: North 83-47-54 West 43.50 feet to iron pin, thence South 02-48-22 West 15.04 feet to iron pin, thence North 84-07-03 West 368.60 feet to the beginning corner.

Parcel 5:

ALL that certain piece, parcel or tract of land, with any and all improvements thereon, situate, lying and being on the western side of Highway 81 North, between Sam McGee Road and Dunlap Road, in Anderson County, South Carolina, containing 52.288 acres, more or less, and having according to a plat entitled "Survey for Orian Rugs, Inc.", prepared by Site Design, Inc., dated September 8, 2009, the following metes and bounds:

BEGINNING at the northwestern corner of the intersection of Highway 81 North and Sam McGee Road, and running thence along Sam McGee Road, the following courses and distances: N. 86-36-21 W. 397.28 feet to an iron pin; thence S. 00-04-50 W. 15.13 feet to an iron pin; thence N. 86-50-40 W. 394.18 feet to an iron pin; thence N. 83-23-45 W. 96.55 feet to an iron pin; thence N. 80-19-34 W. 99.67 feet to an iron pin, joint corner of property now or formerly of Miller, et al.; thence along said property N. 06-26-43 E. 1340.72 feet to an iron pin, joint corner of property now or formerly of Dunlap; thence along said property N. 74-15-42 E. 263.86 feet to an iron pin, joint corner of property now or formerly of Bell; thence along said property N. 76-17-36 E. 270.03 feet to an iron pin, joint corner of property now or formerly of H&H Properties of Anderson, LLC; thence along said property, the following courses and distances: S. 78-43-00 E. 304.92 feet to an iron pin; thence N. 11-15-13 E. 285.68 feet to an iron pin in the right of way of Dunlap Road; thence in or along the right of way of Dunlap Road, the following courses and distances: S. 78-14-54 E. 119.02 feet to an iron pin; thence S. 07-54-54 W. 35.51 feet to an iron pin; thence S. 82-05-06 E. 78.96 feet to an iron pin; thence S. 70-08-51 E. 139.64 feet to an iron pin; thence S. 63-53-10 E. 30.42 feet to an iron pin; thence S. 64-41-48 E. 163.20 feet to an iron pin; thence S. 65-12-01 E. 173.88 feet to the southwestern corner of the intersection of Dunlap Road and Highway 81 North; thence along said intersection S. 28-23-13 E. 78.93 feet to an iron pin on the western side of Highway 81 North; thence along Highway 81 North, the following courses and distances: S. 10-50-03 W. 377.16 feet to an iron pin; thence S. 12-51-30 W. 149.24 feet to an iron pin; thence S. 15-08-55 W. 178.01 feet to an iron pin; thence S. 16-04-23 W. 281.59 feet to an iron pin; thence N. 88-33-55 E. 21.19 feet to an iron pin; thence S. 16-05-49 W. 382.88 feet to an iron pin; thence S. 21-32-58 W. 102.66 feet to an iron pin, the point of beginning.

LESS AND EXCEPT THREE (3) TRACTS:

TRACT 1:

All that certain lot or land situate lying and being in School District No. Five, Anderson County, South Carolina and being shown and designated as parcel "A" and parcel "B" on a plat by James M. Beeson Reg. L. S. surveyed October 30, 1986, of record in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Book 97 at page 207. Reference being made thereto for courses and distances and

metes and bounds. According to said plat Parcel "A and 'B" are bounded on the North by other property of the Grantee, on the East by South Carolina Highway 81, on the South by property now or formerly of Chastain and McGee.

TRACT 2:

ALL those four (4) parcels of land conveyed by Orian Rugs, Inc. to Anderson County, South Carolina by deed dated December 22, 1999 and recorded the Anderson County Register of Deeds Office in Deed Book 3700 at Page 319 and described as follows:

Parcel A:

All that certain lot or tract of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing 1.48 acres, more or less, and being all of that certain tract of land containing 5.72 acres, more or less, as shown on plat made by John C. Smith, surveyor, dated August, 1957, recorded in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 43, at page 1, and described thereon as follows:

BEGINNING at the southeast corner of said parcel of land at the point of intersection of a public road with the Anderson-Greenville Highway and running thence along said highway N 16-36 E 426.1 feet to a corner in said Anderson-Greenville Highway; thence S 85-15 W 798.6 feet to an iron pin corner; thence S 22-45 E 466 feet to a corner in road; thence along said road S 87-28 E 397.3 feet to the beginning corner.

LESS AND EXCEPT the following parcels:

- (1) Lots 1, 2, 3 and 4 as shown on plat made by Frank D. Thompson, Surveyor, dated August 12, 1960, of record in the office of the Register of Deeds for Anderson County in Plat Book 50, at page 139.
- (2) Deed of Ralph J. Chasteen to Carroll G. Ayers and Dorothy B. Ayers dated March 12, 1980 and recorded in the office of the Register of Deeds for Anderson County in Deed Book 19-H, at page 444; and
- (3) Deed of Ralph J. Chasteen to South Carolina Department of Transportation dated October 13, 1993 and recorded in the office of the register of Deeds for Anderson County in Records Book 1809, at page 059.

Parcel B:

ALL that certain lot of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing .59 acres, more or less, and being shown as Lot Number 3 on plat made at the request of P. W. Chasteen by Frank D. Thompson, Surveyor, dated August 12, 1960, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 50, at page 139, and as shown thereon said lot fronts 115 feet on the northwestern side of the centerline of S. C. Highway 81 and extends back therefrom between parallel lines to a depth of 225 feet on its northeastern and southwestern boundary lines and having a width of 115 feet on its rear boundary line. Said lot is bounded on the northeast by Lot Number 2, on the southwest by Lot Number 4, on the northwest by other property of P. W. Chasteen and on the southeast by S. C. Highway 81.

Parcel C:

ALL the certain lot of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing .84 acres, more or less, and being shown as Lot Number 4 on plat made at the request of P. W. Chasteen by Frank D. Thompson, Surveyor, dated August 12, 1960, of record in the

office of the Register of Deeds for Anderson County, South Carolina in Plat Book 50, at page 139, and as shown thereon said lot fronts 135.1 feet on S. C. Highway 81 and extends back therefrom on its northeastern boundary for a distance of 225 feet and on its southern boundary for a distance of 231.5 feet and having a width of 190 feet along its rear boundary line.

Parcel D:

All of that certain tract of land in Hopewell Township, School District Number Five (5), Anderson County, South Carolina, containing 11 .25 acres, more or less, and being shown as Tract F-1 on plat made by Farmer and Simpson engineers dated November 28, 1995, revised October 25, 1996 and November 1, 1996 on record in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 736 at Pages 8 and 9 and being described thereon as follows: Beginning at an iron pin on the Northwestern side of the right of way for Sam McGee Road (C-10-142), said point of being the joint front corners between Lots F-1 and F-2 shown on said plat, thence North 15-12-47 West 1,450.22 feet to an iron pin, thence North 77-00-34 East 263 .87 to an iron pin, thence South 19-40-19 East 1,259.00 feet to an iron pin, thence South 20-09-04 East 320.25 feet to an iron pin on the Northwestern side of the right of way for Sam McGee Road. thence in a northwesterly direction along the right of way for Sam McGee Road the following courses and distances to-wit: North 83-47-54 West 43.50 feet to an iron pin, thence South 02-48-22 West 15.04 feet to an iron pin. thence North 84-07-03 West 368.60 feet to the beginning corner.

TRACT 3:

All of Grantor's right, title and interest, if any in and to (a) the land and all buildings, improvements and structures thereon shown as the "Expansion Area" on that particular "Orian Rugs - Building Expansion Landscape and Overall Vicinity Plan" prepared by Dunn and Associates Engineering, Inc. and dated March 1, 2004, a copy of which is attached to Title to Real Estate recorded in Deed Book 7129 at Page 311 on December 29, 2005 ; (b) all building equipment and personal property used in the operation and maintenance of the Expansion Area, whether or not affixed to this area, including without limitation, fixtures, machinery, apparatus, fittings, elevators, tools, air conditioning systems and equipment; and (c) all additions, alternations, restorations, repairs and replacements or any of the foregoing within the Expansion Area.

Parcel 6

ALL that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, School District Number Five, Anderson County, South Carolina, containing 3.35 acres, more or less, and being shown on a plat of survey for Jimmie M. Collings, et al. prepared by Nu-South Surveying, Inc., dated December 22, 2009, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 1857 at Page 3-A, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin at the northeastern most corner of the property herein described, said point being the joint front corners of property of Steven E. Wright, et al., and the property herein described; thence S. 04- 10-58 W. 200.07 feet to an iron pin; thence S. 04-10-58 W. 1.45 feet to an iron pin on the northeastern side of the right of way for Future East-West Connector; thence in a westerly direction along the right of way for the Future East-West Connector, the following courses and distances: N. 72-14-39 W. 29.91 feet to an iron pin; thence N. 59-59-44 W. 217.67 feet to an iron pin; thence S. 81-46-54 W. 244.25 feet to an iron pin; thence in a southwesterly direction along the arc of the curve of the right of way for the Future East-West Connector, the chord of which is S. 88-35-09 W., the LC=478. 1 8 feet and the RC=2366.83 feet to an iron pin corner; thence N. 06-05-48 E. 227.72 feet to an iron pin corner on the southern side of Sam McGee Road; thence in an easterly direction along the southern side of Sam McGee Road, the following courses and distances: S. 77-04-35 E. 83.81 feet to an iron pin; thence S. 79-15-17 E. 101.25 feet to an iron pin; thence S. 82-13-50 E. 100.28 feet to an iron pin; thence S. 85-04-19 E. 99.98

feet to an iron pin; thence S. 86-30-55 E. 280.45 feet to an iron pin; thence S. 85-44-30 E. 267.96 feet to the beginning corner.

ALSO:

All that certain piece, parcel or strip of land underlying the road bed of Sam McGee Road between the northwestern most corner of the property described in Parcel 6 above and S.C. Hwy. 81 as shown on the plat prepared by Nu-South Surveying, Inc., dated December 22, 2009, and recorded in said ROD Office in Plat Slide 1857 at Page 3-A, and also being shown on a plat of survey prepared for Jennie Lou Miler by Farmer & Simpson Engineers, dated November 28, 1995, and revised October 25, 1996, and November 1, 1996, recorded in said ROD Office in Plat Slide 736 at Pages 8 and 9, reference to which is hereby craved for a more complete metes and bounds description thereof.

LESS, HOWEVER, that certain piece, parcel or tract of land, containing 0.02 acres, more or less, described in a deed from Orian Rugs, Inc. to the South Carolina Department of Transportation, dated May 26, 2011, and recorded in said ROD Office in Book 10066 at page 94

Parcel 7 – Leasehold Parcels

ALL those four (4) parcels of land conveyed by Orian Rugs, Inc. to Anderson County, South Carolina by deed dated December 22, 1999 and recorded the Anderson County Register of Deeds Office in Deed Book 3700 at Page 319 and described as follows:

Parcel 1:

All that certain lot or tract of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing 1.48 acres, more or less, and being all of that certain tract of land containing 5.72 acres, more or less, as shown on plat made by John C. Smith, surveyor, dated August, 1957, recorded in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 43, at page 1, and described thereon as follows:

BEGINNING at the southeast corner of said parcel of land at the point of intersection of a public road with the Anderson-Greenville Highway and running thence along said highway N 16-36 E 426.1 feet to a corner in said Anderson-Greenville Highway; thence S 85-15 W 798.6 feet to an iron pin corner; thence S 22-45 E 466 feet to a corner in road; thence along said road S 87-28 E 397.3 feet to the beginning corner.

LESS AND EXCEPT the following parcels:

- (1) Lots 1, 2, 3 and 4 as shown on plat made by Frank D. Thompson, Surveyor, dated August 12, 1960, of record in the office of the Register of Deeds for Anderson County in Plat Book 50, at page 139.
- (2) Deed of Ralph J. Chasteen to Carroll G. Ayers and Dorothy B. Ayers dated March 12, 1980 and recorded in the office of the Register of Deeds for Anderson County in Deed Book 19-H, at page 444; and
- (3) Deed of Ralph J. Chasteen to South Carolina Department of Transportation dated October 13, 1993 and recorded in the office of the register of Deeds for Anderson County in Records Book 1809, at page 059.

Parcel 2:

ALL that certain lot of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing .59 acres, more or less, and being shown as Lot Number 3 on plat made at the request of P. W. Chasteen by Frank D. Thompson, Surveyor, dated August 12, 1960, or record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 50, at page 139, and as shown thereon said lot fronts 115 feet on the northwestern side of the centerline of S. C. Highway 81 and extends back therefrom between parallel lines to a depth of 225 feet on its northeastern and southwestern boundary lines and having a width of 115 feet on its rear boundary line. Said lot is bounded on the northeast by Lot Number 2, on the southwest by Lot Number 4, on the northwest by other property of P.W. Chasteen and on the southeast by S. C. Highway 81.

Parcel 3:

ALL the certain lot of land in Hopewell Township, School District Number Five, Anderson County, South Carolina containing .84 acres, more or less, and being shown as Lot Number 4 on plat made at the request of P. W. Chasteen by Frank D. Thompson, Surveyor, dated August 12, 1960, of record in the office of the Register of Deeds for Anderson County, South Carolina in Plat Book 50, at page 139, and as shown thereon said lot fronts 135.1 feet on S. C. Highway 81 and extends back therefrom on its northeastern boundary for a distance of 225 feet and on its southern boundary for a distance of 231.5 feet and having a width of 190 feet along its rear boundary line.

Parcel 4:

All of that certain tract of land in Hopewell Township, School District Number Five (5), Anderson County, South Carolina, containing 11.25 acres, more or less, and being shown as Tract F-1 on plat made by Farmer and Simpson engineers dated November 28, 1995, revised October 25, 1996 and November 1, 1996 on record in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 736 at Pages 8 and 9 and being described thereon as follows: Beginning at an iron pin on the Northwestern side of the right of way for Sam McGee Road (C-10-142), said point of being the joint front corners between Lots F-1 and F-2 shown on said plat, thence North 15-12-47 West 1,450.22 feet to an iron pin, thence North 77-00-34 East 263.87 to an iron pin, thence South 19-40-19 East 1,259.00 feet to an iron pin, thence South 20-09-04 East 320.25 feet to an iron pin on the Northwestern side of the right of way for Sam McGee Road. thence in a northwesterly direction along the right of way for Sam McGee Road the following courses and distances to-wit: North 83-47-54 West 43.50 feet to an iron pin, thence South 02-48-22 West 15.04 feet to an iron pin. thence North 84-07-03 West 368.60 feet to the beginning corner.

All of Grantor's right, title and interest, if any, in and to (a) the land and all buildings, improvements and structures thereon shown as the "Expansion Area" on that particular "Orian Rugs - Building Expansion Landscape and Overall Vicinity Plan" prepared by Dunn and Associates Engineering, Inc. and dated March 1, 2004, a copy of which is attached hereto as "Item A"; (b) all building equipment and personal property used in the operation and maintenance of the Expansion Area, whether or not affixed to this area, including without limitation, fixtures, machinery, apparatus, fittings, elevators, tools, air conditioning systems and equipment; and (c) all additions, alterations, restorations, repairs and replacements or any of the foregoing within the Expansion Area.

Being:

(1) all of the property acquired by the Grantor herein by deed of Anderson County, South Carolina dated December 20, 2005, and recorded in Deed Book 7129 at page 306, [Part of Tax Map # 146-00-09-007-000]; and

(2) a portion of the property acquired by the Grantor herein by deed of Anderson County, South Carolina dated March 24, 1982 and recorded in Deed Book 19T and Page 243 [Part of Tax Map # 146-00-09-003-000].

All personal property to which Assignor holds title and that is located on Parcels 1 – 7 referenced above.

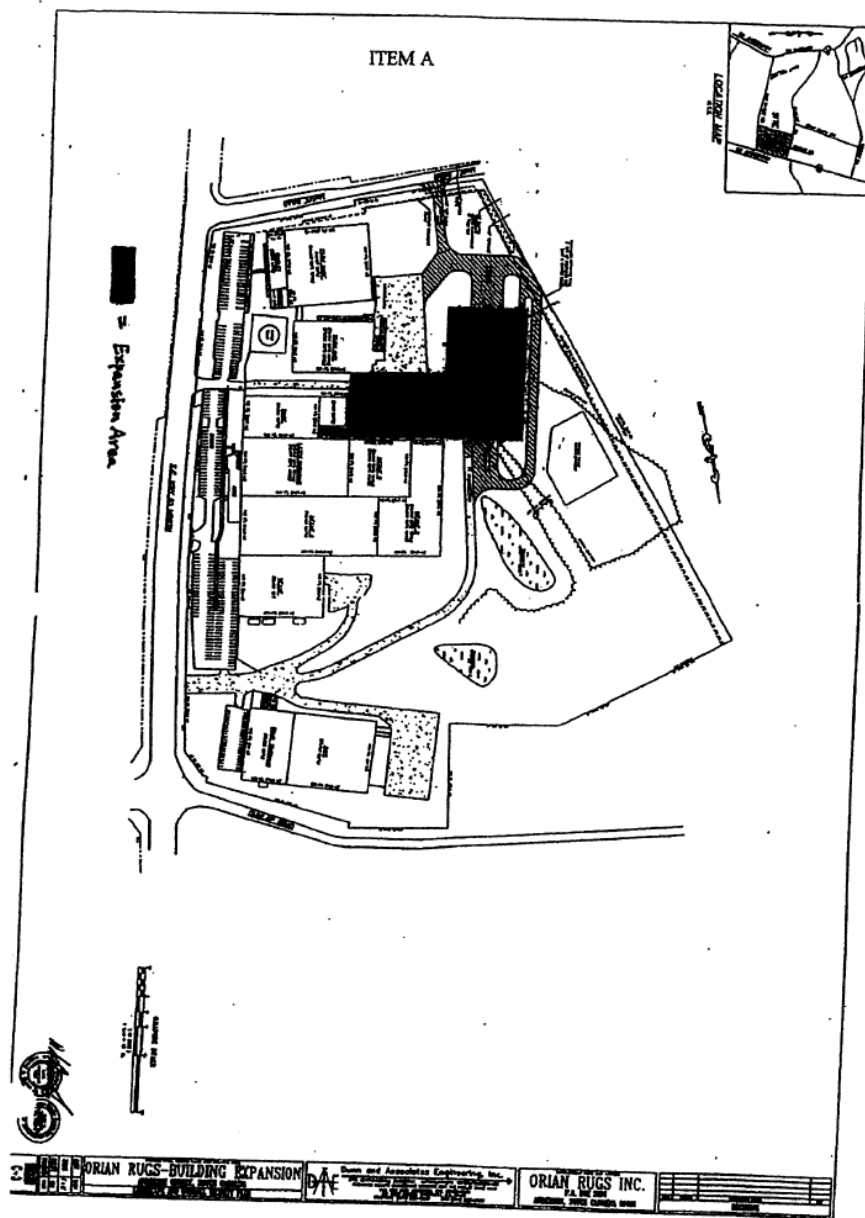


EXHIBIT B

CONSENT AND AGREEMENT TO ASSIGNMENT

Anderson County, South Carolina approves and consents to the above assignment and assumption of the FILOT Ordinances, the FILOT Agreements and the Assigned FILOT Property and hereby releases the Assignor from any and all of its obligations under the FILOT Ordinances and FILOT Agreements except as to those obligations arising directly from the Assignor's actions or inactions which occurred prior to the Effective Date of the Assignment.

Date: _____

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

ATTEST:

County Administrator

Clerk to County Council of
Anderson County, South Carolina

Anderson County Purchasing Department Bid Tabulation

Bid #23-020 Demolition of Houses

| | Vendor | addend. & bond | BID / ALT. BID |
|----|---------------------|----------------|----------------|
| 1 | Phillips Recoveries | | \$67,900.00 |
| 2 | Miller Construction | | \$90,300.00 |
| 3 | Wilma's Pump & Tank | | \$93,235.00 |
| 4 | Keasler Farms | | NO RESPONSE |
| 5 | Adams Recycling | | NO RESPONSE |
| 6 | Morehead | | NO RESPONSE |
| 7 | Pintails | | NO RESPONSE |
| 8 | Belk Co. | | NO RESPONSE |
| 9 | TKO Demolition | | NO RESPONSE |
| 10 | Chuck Ohnmacht | | NO RESPONSE |
| 11 | G N Shaw | | NO RESPONSE |
| 12 | B C Chambers | | NO RESPONSE |
| 13 | Simlodon LLC | | NO RESPONSE |
| 14 | Han Construction | | NO RESPONSE |

| | Vendor | addend. & bond | BID / ALT. BID |
|----|------------------|----------------|---------------------|
| 15 | Willie Keitt | | NO RESPONSE |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |
| 21 | | | |
| 22 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |
| 26 | | | |
| 27 | | | |
| 28 | | | |
| | AWARD TO: | | Phillips Recoveries |

SOLICITATION OFFER AND AWARD FORM[illegible]

SECTION IV: Addendum A
BASE BID FORM
Demolition of Structures in Anderson County

Name of Party submitting the Bid: Phillips Recoveries, Inc.

To: Purchasing Manager for Anderson County

1. Pursuant to the Notice Calling for Bids and the other Bid documents contained in the Bid package, the undersigned party submitting the Bid, having conducted a thorough inspection and evaluation of the Specifications contained therein, hereby submit the following pricing set forth herein:

Bid: Demolition of Structures in Anderson County

Bid No.: 23-020

| ADDRESS | COST |
|---------------------------------------|-----------|
| 6 Circle Street, LaFrance, S.C. | \$ 10,300 |
| 45 Harris Street, Anderson, S.C. | \$ 5,500 |
| 50 Harris Street, Anderson, S.C. | \$ 9,000 |
| 100 P Street, Anderson, S.C. | \$ 5,000 |
| 102 Gray Fox Lane, Liberty | \$ 4,850 |
| 116 Capeview Lane, Anderson, S.C. | \$ 6,500 |
| 125 Canton Lane, Anderson, S.C. | \$ 4,500 |
| 210 Williams Street, Iva, S.C. | \$ 8,500 |
| 214 Horse Shoe Bend, Anderson, S.C. | \$ 3,500 |
| 1304 Evergreen Street, Anderson, S.C. | \$ 4,500 |
| 1738 Belton Street, Anderson, S.C. | \$ 5,750 |
| | |
| | |
| Total | \$ 67,900 |
| | |
| | |
| | |
| | |
| | |

**** Anderson County reserves the right to remove any of the structures from the list.



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: 1, 2 & 4

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 Area YMCA - Reindeer Run

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

District 1 - \$3,000, District 2 - \$1,000 & District 4 - \$1,000

3. The purpose for which the funds are being requested: to market & promote

the family friendly road race

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. See

attached

5. Contact Person: Julie Usherwood

Mailing Address: Anderson Area YMCA - 201 E. Reed Road Anderson SC 29621

Phone Number: 864-716-6211

Email: julie.u@andersonareaymca.org

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

There will be no matching funds.

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

Julie Usherwood
Signature

Julie Usherwood
Print Name

10/12/22
Date



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

6/11/2022

YMCA of Anderson, Inc.
Mr. Joe Drennon
201 E. Reed Rd.
Anderson, SC29621

RE: Registration Confirmation

Charity Public ID: P2932

Dear Mr. Joe Drennon :

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 or contact our office using the contact information below.

Sincerely,

Kimberly S. Wickersham
Director, Division of Public Charities

Council Meeting: October 18, 2022

Information Only:

Attached transfers have been posted to General Ledger. This is notice to Council of the processed transfers.

Transfers FY 2021-2022

TRANSFERS TO CLOSE OUT FY 21-22

BUDGET TRANSFER

FY 21 - 22

DIVISION:

DEPARTMENT:

FINANCE

FROM:

TO:

AMOUNT:

TITLE Finance - Salaries

ACCT# 001-5043-000-101

TITLE Finance - Insurance \ Vehicles

ACCT# 001-5043-000-228

695.00

REASON:

Increase in premiums

TITLE Finance - Salaries

ACCT# 001-5043-000-101

TITLE Finance - Training

ACCT# 001-5043-000-277

475.00

REASON:

GFOA, Payroll Associations and SC Assoc of Counties

TITLE Finance - Mgmt. Consult

ACCT# 001-5043-000-339

TITLE Finance - Supplies\Office

ACCT# 001-5043-000-269

1,100.00

REASON:

Scanners added to the department for use with Central Square

Total

2,270.00

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

10.13.22

Journal Entry #

1023

DATE:

10/13 as 6/30/22

TRANSFERS TO CLOSE OUT FY 21-22

BUDGET TRANSFER

FY 21 - 22

DIVISION:

DEPARTMENT:

SEVERAL DEPARTMENTS -

FROM:

TO:

AMOUNT:

TITLE Media - Salary
ACCT# 001-5017-000-101

TITLE Media - Professional Services
ACCT# 001-5017-000-304

9,800.00

REASON:

Videography from P Brown and G Wilson

TITLE Treasurer - Service Contract
ACCT# 001-5042-000-375

TITLE Treasurer - Postage
ACCT# 001-5042-000-243

1,000.00

Postage higher than projected

TITLE Parks - Professional Services
ACCT# 001-5065-000-304

TITLE Parks - Fuel and Oil
ACCT# 001-5065-000-216

2,000.00

REASON:

Increase in fuel costs

TITLE Seniors - Photocopier
ACCT# 001-5066-002-347

TITLE Senior Centers
ACCT# 001-5066-002-258

1,565.00

REASON:

To help with Senior Events

TITLE Building Codes - Soc Security
ACCT# 001-5411-000-130

TITLE Building Codes - Fuel and Oil
ACCT# 001-5411-000-216

25.00

REASON:

Increase in fuel costs

Total

14,390.00

DEPT. HEAD:

DIVIS HEAD:

FINANCE:

ADMINISTRATOR:

DATE:

DATE:

DATE:

DATE:

10.13.22

Journal Entry #

1023

DATE:

10/13 as 6/30/22

Council Meeting: October 18, 2022

For Council Approval:

These need to be voted on prior to posting to the General Ledger.
These are for FY 21-22.

Transfers FY 2021-2022

DEPARTMENTAL TRANSFERS - FOR COUNCIL APPROVAL

For Budget Year 2020 - 2021

| Mark APPROVED | DEPARTMENT NAME | FROM: ACCOUNT NAME ACCOUNT NUMBER | TO: ACCOUNT NAME ACCOUNT NUMBER | AMOUNT | REASON |
|--|--|--|---|-----------|--|
| TRANSFERS TO COVER BALANCES FOR FY ENDING 06/30/2022 | | | | | |
| 1 | Between Department Admin to Attorney | Admin - Salary 001-5013-000-101 | Attorney - Legal 001-5015-000-315 | 11,000.00 | Additional attorney fees for various legal matters |
| 2 | Between Department Museum to Parks | Museum - Part time 001-5064-000-102 | Parks - Overtime 001-5065-000-103 | 5,000.00 | County events such as Fishing tournaments and Saluda River Rally that requires additional hours from staff |
| 3 | Between Department Museum to Parks | Museum - Health Ins 001-5064-000-160 | Parks - Overtime 001-5065-000-103 | 7,000.00 | County events such as Fishing tournaments and Saluda River Rally that requires additional hours from staff |
| 4 | Between Department Spec Pops to Parks | Spec Pops - Part time 001-5066-001-102 | Parks - Overtime 001-5065-000-103 | 4,500.00 | County events such as Fishing tournaments and Saluda River Rally that requires additional hours from staff |
| 5 | Facilities | Facilities - Electricity & Gas 001-5021-000-212 | Facilities - Landscaping 001-5021-000-313 | 70,800.00 | Trees and Irrigation at Sports Complex in preparation for the World Series |
| 6 | Parks | Parks - Professional Services 001-5065-000-304 | Parks - Overtime 001-5065-000-103 | 6,350.00 | County events such as Fishing tournaments and Saluda River Rally that requires additional hours from staff |
| 7 | Parks | Parks - Professional Services 001-5065-000-304 | Parks - Meals 001-5065-000-236 | 2,650.00 | Water for persons working outside events and meals for workers during these events |
| 8 | Sheriff | Sheriff - Telephone 001-5161-000-275 | Sheriff - Professional Ser 001-5161-000-304 | 14,700.00 | Background checks, Polygraphs, and buying back stolen goods from Pawn Shops |
| 9 | Sheriff | Sheriff - Uniforms 001-5161-000-280 | Sheriff - Comm Service 001-5161-000-306 | 11,000.00 | Internet for laptops in deputy vehicle for reporting |
| 10 | Roads and Bridges | Roads - Registration Fee 001-5221-000-294 | Roads - Professional Serv 001-5221-000-304 | 500.00 | Beaver control and stump grinding |
| 11 | Roads and Bridges | Roads - Supplies/Pipes 001-5221-000-272 | Transport. Div. - Service Contracts 001-5225-000-375 | 8,780.00 | Cartograph |

DATE

Renee Watts, Clerk to Council

October 6, 2022

DISTRICT 1 - SPECIAL PROJECTS
001-5829-001-241
FY Ended June 30, 2023

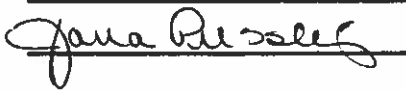
| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
| | --- | --- | Budget 2022 - 2023 | 35,000.00 |
| | --- | --- | From Accommodations Fee | 5,000.00 |
| | | | Brought Forward | 21,609.43 |
| 07/19/22 | 07/29/22 | 8411 (Treas) | Anderson Jet Track Club (to assist with travel) | (500.00) |
| 07/19/22 | 08/03/22 | 8030 | Iva Community Recreational (Girls Softball Travel Expense) | (300.00) |
| 07/19/22 | 07/28/22 | 8409 (Treas) | Tackling the Streets (Community Youth Programs) | (500.00) |
| 07/19/22 | 08/03/22 | 8030 | Team SC (Starr-Iva All Stars) | (300.00) |
| 08/02/22 | 08/10/22 | 8155 | American Red Cross (To help with Tennis Tournament) | (1,000.00) |
| 08/02/22 | 08/10/22 | 8162 | Anderson Co Chap of SC Genealogical Society (Replace some equipment) | (1,000.00) |
| 08/02/22 | 08/10/22 | 8225 | Foothills Foundation (To restore gym floor and other cosmetic updates) | (1,500.00) |
| 08/02/22 | 08/10/22 | 8334 | United Way of SC (To fund Safe Kids, water safety, and life jacket stations) | (2,000.00) |
| 08/18/22 | 08/24/22 | 8645 | Anderson Chapter National Federation of the Blind (To help fund Christmas Gala) | (500.00) |
| 09/06/22 | 09/15/22 | 9163 | Anderson County Museum Advisory Comm (Hall of Fame Ceremony) | (500.00) |
| 09/06/22 | 09/15/22 | 9141 | Disable American Veterans (Refrigerator) | (500.00) |
| 09/06/22 | 09/15/22 | 9074 | Anderson Co CVB (Jackie Seawell Jr Golf Championship Advertising & Marketing) | (1,000.00) |
| 09/20/22 | | | Celebrate Anderson | (8,266.67) |
| 09/20/22 | 09/30/22 | 9627 | Foothills Community Health Care (Pharmacy) | (500.00) |
| 10/04/22 | | | Anderson Arts Center (Preservation of historical exhibits) | (400.00) |
| 10/04/22 | | | Anderson Free Clinic (Medical Care) | (1,500.00) |
| 10/04/22 | | | Home Missions of Upstate (Meals) | (1,000.00) |
| 10/04/22 | | | United Way of Anderson(211 Network Service) | (2,000.00) |
| 10/04/22 | | | United Way of Anderson (Summer Camp I Rock) | (1,400.00) |

Ending Balance 36,942.76

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE: _____



Jana Pressley, Assistant Finance Manager

DATE: October 6, 2022

October 6, 2022

DISTRICT 2 - SPECIAL PROJECTS
001-5829-002-241
FY Ended June 30, 2023

| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
| | --- | --- | Budget 2022 - 2023 | 35,000.00 |
| | --- | --- | From Accommodations Fee | 5,000.00 |
| | | | Brought Forward | 40,986.02 |
| 07/19/22 | 07/29/22 | 8411 (Treas) | Anderson Jet Track Club (to assist with travel) | (1,500.00) |
| 07/19/22 | 06/28/22 | 8399 (Treas) | Homeland Park Fire | (3,000.00) |
| 07/19/22 | 08/03/22 | 8030 | Iva Community Recreational (Girls Softball Travel Expense) | (300.00) |
| 07/19/22 | 07/28/22 | 8409 (Treas) | Tackling the Streets (Community Youth Programs) | (1,000.00) |
| 08/18/22 | 08/24/22 | 8645 | Anderson Chapter National Federation of the Blind (To help fund Christmas Gala) | (500.00) |
| 08/18/22 | 08/24/22 | 8828 | Westside Community Center (Gym Floor) | (2,000.00) |
| 09/06/22 | 09/15/22 | 9163 | Anderson County Museum Advisory Comm (Hall of Fame Ceremony) | (250.00) |
| 09/06/22 | 09/15/22 | 9141 | Disable American Veterans (Refrigerator) | (300.00) |
| 09/06/22 | 09/15/22 | 9074 | Anderson Co CVB (Jackie Seawell Jr Golf Championship Advertising & Marketing) | (1,000.00) |
| 09/06/22 | 09/15/22 | 9196 | Lot Project (Comhole Event) | (1,000.00) |
| 09/06/22 | 09/15/22 | 9196 | Lot Project (Oyster Roast) | (500.00) |
| 09/20/22 | 09/30/22 | 9627 | Foothills Community Health Care (Pharmacy) | (1,500.00) |
| 09/20/22 | 09/30/22 | 9647 | Homeland Park Community Watch (Fall Festival) | (1,500.00) |
| 09/20/22 | 09/30/22 | 9650 | JBECO | (1,500.00) |
| 10/04/22 | | | Anderson Arts Center (Preservation of historical exhibits) | (500.00) |
| 10/04/22 | | | Anderson Free Clinic (Medical Care) | (1,500.00) |
| 10/04/22 | | | Home Missions of Upstate (Meals) | (1,000.00) |
| 10/04/22 | | | United Way of Anderson(211 Network Service) | (1,000.00) |
| 10/04/22 | | | United Way of Anderson (Summer Camp I Rock) | (500.00) |

Ending Balance 60,636.02

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: October 6, 2022



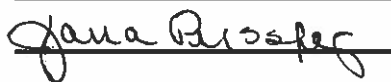
October 6, 2022

DISTRICT 3 - SPECIAL PROJECTS
001-6829-003-241
FY Ended June 30, 2023

| <u>Council</u> <u>Meeting of:</u> | <u>Check</u> <u>Dated:</u> | <u>Check</u> <u>Number</u> | <u>Vendor / Description</u> | <u>Amount</u> |
|--------------------------------------|-------------------------------|-------------------------------|---|---------------|
| | --- | --- | Budget 2022 - 2023 | 35,000.00 |
| | --- | --- | From Accommodations Fee | 5,000.00 |
| | | | Brought Forward | 68.89 |
| 07/19/22 | 07/28/22 | 8411 (Treas) | Anderson Jet Track Club (to assist with travel) | (500.00) |
| 07/19/22 | 06/28/22 | 8400 (Treas) | Homeland Park Fire | (3,000.00) |
| 07/19/22 | 08/03/22 | 8030 | Iva Community Recreational (Girls Softball Travel Expense) | (1,000.00) |
| 07/19/22 | 07/28/22 | 8409 (Treas) | Tackling the Streets (Community Youth Programs) | (500.00) |
| 08/16/22 | 08/24/22 | 8645 | Anderson Chapter National Federation of the Blind (To help fund Christmas Gala) | (500.00) |
| 08/16/22 | 08/24/22 | 8828 | Westside Community Center (Gym Floor) | (500.00) |
| 09/06/22 | 09/15/22 | 9163 | Anderson County Museum Advisory Comm (Hall of Fame Ceremony) | (200.00) |
| 09/06/22 | 09/15/22 | 9097 | Belton Area Museum (Heritage Days) | (1,000.00) |
| 09/06/22 | 09/15/22 | 9136 | Crescent High (Anglers) | (2,500.00) |
| 09/06/22 | 09/15/22 | 9141 | Disable American Veterans (Refrigerator) | (300.00) |
| 09/06/22 | 09/15/22 | 9074 | Anderson Co CVB (Jackie Seawell Jr Golf Championship Advertising & Marketing) | (250.00) |
| 09/06/22 | 09/15/22 | 9259 | Town of Starr (Fall Festival) | (1,500.00) |
| 09/20/22 | 09/30/22 | 9559 | Angel Elite Model Troupe | (250.00) |
| 10/04/22 | | | City of Belton (Youth State Tournament) | (13,000.00) |
| 10/04/22 | | | Town of Starr (Park & Recreation Expenses) | (6,000.00) |

Ending Balance 9,068.89

We certify that the above information to the best of our knowledge is up-to-date and is accurate.



Renee Watts, Clerk to Council

Jana Preasley, Assistant Finance Manager

DATE: _____

DATE: October 6, 2022

October 6, 2022

DISTRICT 4 - SPECIAL PROJECTS
001-6829-004-241
FY Ended June 30, 2023

| <u>Council</u> <u>Meeting of:</u> | <u>Check</u> <u>Dated:</u> | <u>Check</u> <u>Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|--------------------------------------|-------------------------------|-------------------------------|---|---------------|
| | --- | --- | Budget 2022 - 2023 | 35,000.00 |
| | --- | --- | From Accommodations Fee | 5,000.00 |
| | | | Brought Forward | 50,776.99 |
| 07/19/22 | 07/28/22 | 8411 (Treas) | Anderson Jet Track Club (to assist with travel) | (500.00) |
| 07/19/22 | 08/03/22 | 8030 | Iva Community Recreational (Girls Softball Travel Expense) | (300.00) |
| 07/19/22 | 07/28/22 | 8409 (Treas) | Tackling the Streets (Community Youth Programs) | (500.00) |
| 08/02/22 | 08/10/22 | 8155 | American Red Cross (To help with Tennis Tournament) | (1,000.00) |
| 08/02/22 | 08/10/22 | 8162 | Anderson Co Chap of SC Genealogical Society (Replace some equipment) | (1,000.00) |
| 08/02/22 | 08/10/22 | 8185 | CESA (Field maintenance and lighting upkeep) | (3,500.00) |
| 08/02/22 | 08/10/22 | 8226 | Foothills Foundation (To restore gym floor and other cosmetic updates) | (1,000.00) |
| 08/02/22 | 08/10/22 | 8334 | United Way of SC (To fund Safe Kids, water safety, and life jacket stations) | (1,000.00) |
| 08/16/22 | 08/24/22 | 8645 | Anderson Chapter National Federation of the Blind (To help fund Christmas Gala) | (500.00) |
| 09/06/22 | 09/15/22 | 9163 | Anderson County Museum Advisory Comm (Hall of Fame Ceremony) | (215.00) |
| 09/06/22 | 09/15/22 | 9141 | Disable American Veterans (Refrigerator) | (500.00) |
| 09/06/22 | 09/15/22 | 9074 | Anderson Co CVB (Jackie Seawell Jr Golf Championship Advertising & Marketing) | (1,000.00) |
| 09/20/22 | 09/30/22 | 9559 | Angel Elite Model Troupe | (1,500.00) |
| 09/20/22 | 09/30/22 | | Celebrate Anderson | (8,266.67) |
| 09/20/22 | 09/30/22 | 9627 | Foothills Community Health Care (Pharmacy) | (500.00) |
| 10/04/22 | | | Anderson Arts Center (Preservation of historical exhibits) | (400.00) |
| 10/04/22 | | | Anderson Free Clinic (Medical Care) | (1,000.00) |
| 10/04/22 | | | Home Missions of Upstate (Meals) | (500.00) |
| 10/04/22 | | | United Way of Anderson(211 Network Service) | (1,000.00) |
| 10/04/22 | | | United Way of Anderson (Summer Camp I Rock) | (1,400.00) |

Ending Balance 65,195.32

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE: _____



Jana Pressley, Assistant Finance Manager

DATE: October 6, 2022

October 6, 2022

DISTRICT 5 - SPECIAL PROJECTS
001-5829-005-241
FY Ended June 30, 2023

| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
| | --- | --- | Budget 2022 - 2023 | 35,000.00 |
| | --- | --- | From Accommodations Fee | 5,000.00 |
| | | | Brought Forward | 54,890.05 |
| 07/19/22 | 07/29/22 | 8411 (Treas) | Anderson Jet Track Club (to assist with travel) | (1,000.00) |
| 08/21/22 | 08/30/22 | 7038 | Homeland Park Fire (Open House Event) | (501.49) |
| 07/19/22 | 08/03/22 | 8030 | Iva Community Recreational (Girls Softball Travel Expense) | (500.00) |
| 07/19/22 | 07/28/22 | 8409 (Treas) | Tackling the Streets (Community Youth Programs) | (2,500.00) |
| 08/02/22 | 08/10/22 | 8155 | American Red Cross (To help with Tennis Tournament) | (1,000.00) |
| 08/02/22 | 08/10/22 | 8162 | Anderson Co Chap of SC Genealogical Society (Replace some equipment) | (1,000.00) |
| 08/02/22 | 08/10/22 | 8227 | Foothills Foundation (To restore gym floor and other cosmetic updates) | (1,500.00) |
| 08/02/22 | 08/10/22 | 8334 | United Way of SC (To fund Safe Kids, water safety, and life jacket stations) | (1,500.00) |
| 08/18/22 | 08/24/22 | 8645 | Anderson Chapter National Federation of the Blind (To help fund Christmas Gala) | (500.00) |
| 09/06/22 | 09/15/22 | 9183 | Anderson County Museum Advisory Comm (Hall of Fame Ceremony) | (300.00) |
| 09/06/22 | 09/15/22 | 9141 | Disable American Veterans (Refrigerator) | (400.00) |
| 09/06/22 | 09/15/22 | 9074 | Anderson Co CVB (Jackie Seawell Jr Golf Championship Advertising & Marketing) | (1,500.00) |
| 09/20/22 | 09/30/22 | 9559 | Angel Elite Model Troupe | (1,000.00) |
| 09/20/22 | | | Celebrate Anderson | (8,266.68) |
| 09/20/22 | 09/30/22 | 9627 | Foothills Community Health Care (Pharmacy) | (500.00) |
| 09/20/22 | 09/30/22 | 9647 | Homeland Park Community Watch (Fall Festival) | (1,500.00) |
| 10/04/22 | | | Anderson Arts Center (Preservation of historical exhibits) | (400.00) |
| 10/04/22 | | | Anderson Free Clinic (Medical Care) | (1,000.00) |
| 10/04/22 | | | Home Missions of Upstate (Meals) | (1,000.00) |
| 10/04/22 | | | United Way of Anderson(211 Network Service) | (500.00) |
| 10/04/22 | | | United Way of Anderson (Summer Camp I Rock) | (1,000.00) |

Ending Balance 67,521.88

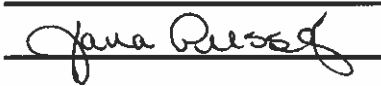
We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: October 6, 2022



October 6, 2022

DISTRICT 6 - SPECIAL PROJECTS
001-5829-006-241
FY Ended June 30, 2023

| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
| | --- | --- | Budget 2022 - 2023 | 35,000.00 |
| | --- | --- | From Accommodations Fee | 5,000.00 |
| | | | Brought Forward | 24,244.45 |
| 07/19/22 | 08/24/22 | 8800 | Tackling the Street | (500.00) |
| 08/02/22 | 08/10/22 | 8155 | American Red Cross (To help with Tennis Tournament) | (500.00) |
| 08/02/22 | 08/10/22 | 8182 | Anderson Co Chap of SC Genealogical Society (Replace some equipment) | (1,000.00) |
| 08/02/22 | 08/10/22 | 8185 | CESA (Field maintenance and lighting upkeep) | (3,500.00) |
| 08/02/22 | 08/10/22 | 8334 | United Way of SC (To fund Safe Kids, water safety, and life jacket stations) | (500.00) |
| 08/16/22 | 08/24/22 | 8645 | Anderson Chapter National Federation of the Blind (To help fund Christmas Gala) | (500.00) |
| 08/16/22 | 08/24/22 | 8641 | Anderson Jet's Track Club (Travel) | (500.00) |
| 09/06/22 | 09/15/22 | 9163 | Anderson County Museum Advisory Comm (Hall of Fame Ceremony) | (250.00) |
| 09/06/22 | 09/15/22 | 9141 | Disable American Veterans (Refrigerator) | (300.00) |
| 09/06/22 | 09/15/22 | 9074 | Anderson Co CVB (Jackie Seawell Jr Golf Championship Advertising & Marketing) | (300.00) |
| 09/06/22 | 09/15/22 | 9186 | Lot Project (Oyster Roast) | (250.00) |
| 09/20/22 | 09/30/22 | 9559 | Angel Elite Model Troupe | (500.00) |
| 09/20/22 | 09/30/22 | 9627 | Foothills Community Health Care (Pharmacy) | (250.00) |
| 10/04/22 | | | Anderson Arts Center (Preservation of historical exhibits) | (300.00) |
| 10/04/22 | | | Piedmont Public Services (Christmas Lights) | (1,500.00) |
| 10/04/22 | | | United Way of Anderson (Summer Camp I Rock) | (700.00) |

Ending Balance 52,894.45

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE: _____

Jana Pressley, Assistant Finance Manager

DATE: October 6, 2022



October 6, 2022

DISTRICT 7 - SPECIAL PROJECTS
001-5829-007-241
FY Ended June 30, 2023

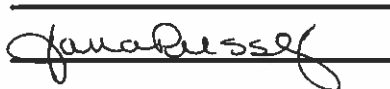
| <u>Council Meeting of:</u> | <u>Check Dated:</u> | <u>Check Number</u> | <u>Vendor \ Description</u> | <u>Amount</u> |
|----------------------------|---------------------|---------------------|---|---------------|
| | --- | --- | Budget 2022 - 2023 | 35,000.00 |
| | --- | --- | From Accommodations Fee | 5,000.00 |
| | | | Brought Forward | 150.00 |
| 07/19/22 | 07/29/22 | 8411 (Treas) | Anderson Jet Track Club (to assist with travel) | (500.00) |
| 07/19/22 | 08/03/22 | 8049 | Mill Town Players | (3,500.00) |
| 07/19/22 | 08/03/22 | 8130 | Watkins Community Center (Support summer theater camp) | (500.00) |
| 08/02/22 | 08/10/22 | 8182 | Anderson Co Chap of SC Genealogical Society (Replace some equipment) | (500.00) |
| 08/02/22 | 08/10/22 | 8183 | Caroline Community Center | (5,000.00) |
| 08/02/22 | 08/10/22 | 8187 | Cheddar Youth Center | (3,500.00) |
| 08/02/22 | 08/10/22 | 8252 | Honea Path Free Clinic | (2,000.00) |
| 08/18/22 | 08/24/22 | 8645 | Anderson Chapter National Federation of the Blind (To help fund Christmas Gala) | (200.00) |
| 08/18/22 | 08/24/22 | 8828 | Westside Community Center (Gym Floor) | (200.00) |
| 09/06/22 | 09/15/22 | 9183 | Anderson County Museum Advisory Comm (Hall of Fame Ceremony) | (250.00) |
| 09/06/22 | 09/15/22 | 9196 | Lot Project (Oyster Roast) | (250.00) |
| 09/20/22 | 09/30/22 | 9559 | Angel Elite Model Troupe | (1,000.00) |
| 09/20/22 | 09/30/22 | 9627 | Foothills Community Health Care (Pharmacy) | (250.00) |
| 10/04/22 | | | Town of Honea Path (Recreation) | (5,000.00) |
| 10/04/22 | | | Town of Pelzer (Recreation) | (5,000.00) |
| 10/04/22 | | | Town of West Pelzer (Pumpkin Palooza Parade) | (5,000.00) |
| 10/04/22 | | | Town of Williamston (Recreation Purposes) | (5,000.00) |

Ending Balance 2,500.00

We certify that the above information to the best of our knowledge is up-to-date and is accurate.

Renee Watts, Clerk to Council

DATE:



Jana Pressley, Assistant Finance Manager

DATE: October 6, 2022