



AGENDA
Special Presentation Meeting
Tuesday, January 16, 2024, at 6:00 p.m.
Historic Courthouse
101 S. Main Street
Anderson, South Carolina
Chairman Tommy Dunn, Presiding

1. CALL TO ORDER

2. RESOLUTIONS/PROCLAMATION:

- a. 2024-004:** A Resolution congratulating the Westside Football Team on winning the 4A State Championship for the first time since 1969; and other matters related thereto.

Hon. Tommy Dunn

- b. 2024-005:** A Resolution congratulating the Pendleton High School Pride of Pendleton Marching Band in winning its fifth straight SCBDA 2A State Championship and ninth in school history; and other matters related thereto.

Hon. Brett Sanders

3. ADJOURNMENT

AGENDA
ANDERSON COUNTY COUNCIL
REGULAR MEETING
Tuesday, January 16, 2024, 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

Greg Elgin
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

December 5, 2023,
minutes not received December 19, 2023, January 2, 2024

4. CITIZENS COMMENTS

Agenda Matters Only
THREE-MINUTE TIME LIMIT

5. ORDINANCE THIRD READING:

- a. **2023-033:** An Ordinance to approve the first amendment to sublease agreement between Anderson County, South Carolina, and Lake Hartwell Development Group LLC D/B/A The Shores of Asbury for the Asbury Park site on Lake Hartwell; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

- b. **2023-052:** An Ordinance authorizing the execution of an infrastructure credit agreement by and between Anderson County and Project Trust providing for payments in lieu of taxes, the issuance of special source revenue credits, the inclusion of the property in a multi-county park; and other matters related thereto. [Project Trust] (**PUBLIC HEARING ONLY THREE MINUTE TIME LIMIT**)

Mr. Burriss Nelson (allotted 5 minutes)

6. ORDINANCE SECOND READING: NONE

7. ORDINANCE FIRST READING:

- a. **2024-003:** 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 1.5 +/- acres from Residential Agricultural to Rural Commercial District on a parcel of land, identified as address in the Three and Twenty Precinct shown in Deed Reference 12274 33. The parcel further identified as TMS #165-00-07-008. [District 4]

Ms. Alesia Hunter (allotted 5 minutes)

- b. **2024-006:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement and special source credit agreement by and between Anderson County, South Carolina and a company or companies known to the county at this time as Project Turkey, with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and whereby project/company will be provided certain credits in related qualified infrastructure; and providing for related matters. [Project Turkey]

Mr. Burriss Nelson (allotted 5 minutes)

- c. **2024-007:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (Workforce Housing) of Anderson and Greenville counties so as to enlarge the park to include certain property of Project Turkey; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

8. RESOLUTIONS:

- a. **2024-003:** A Resolution to accept PARD Grant award-Dolly Cooper Park.

Mr. Jordan Thayer (allotted 5 minutes)

9. ROAD ACCEPTANCE INTO COUNTY INVENTORY:

- a. Parkview Glen Subdivision Phase II, III & IV (District 6)
Walking Stick Way
Red Canoe Lane
Water Gap Drive

Mr. Matt Hogan (allotted 5 minutes)



10. 2024 COMMITTEE APPOINTMENTS:

Chairman Tommy Dunn (allotted 10 minutes)

11. REPORT FROM THE PLANNING AND PUBLIC WORKS COMMITTEE MEETING HELD ON JANUARY 12, 2024

Ms. Cindy Wilson (allotted 10 minutes)

12. REQUEST BY COUNCIL:

- a. WLS Foundation-All Districts

13. ADMINISTRATOR'S REPORT:

- a. Building and Codes Report
- b. Special Projects
- c. Paving

14. CITIZENS COMMENTS

Non-Agenda Matters
THREE-MINUTE TIME LIMIT

15. REMARKS FROM COUNCIL

16. 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 2024-004

A RESOLUTION CONGRATULATING THE WESTSIDE HIGH SCHOOL FOOTBALL TEAM ON WINNING THE 4A STATE CHAMPIONSHIP FOR THE FIRST TIME SINCE 1969; AND OTHER MATTERS RELATED THERETO.

Whereas the vision of Westside High School is to provide an excellent educational experience that empowers students to reach their full potential through academics, athletics, and the arts; and

Whereas on December 2nd, the Westside High School Football Team played South Florence for the 4A state championship at Oliver C. Dawson Stadium in Orangeburg at South Carolina State University, coming from two scores behind in dramatic fashion for the 34-32 victory with excellent offensive play in the fourth quarter and a crucial defensive hold as time expired; and

Whereas Coach Brian Lane, in his first year as Westside's head football coach, told local media regarding the victory, "This hasn't been done here in a long time. I'm just proud of the way everybody stuck together to make this happen. It's been a long time coming for this community;" and

Whereas Quarterback Cutter Woods, who threw the game-winning pass to Jimmar Boston with 15 seconds left, said following the game, "We kept our cool. We kept faith. We just knew there was a plan. Westside needed this. Anderson needed this. Obviously, you can see by the support of the fans behind us how much this means."

Now, therefore, be it resolved this sixteenth day of January 2024, in a meeting duly assembled, that the Anderson County Council hereby recognizes the players, coaches, and parents of the Westside High School Football Team, as well as the wider Westside community, for their athletic achievements and for bringing such positive statewide recognition to the Anderson community. Go Rams!

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

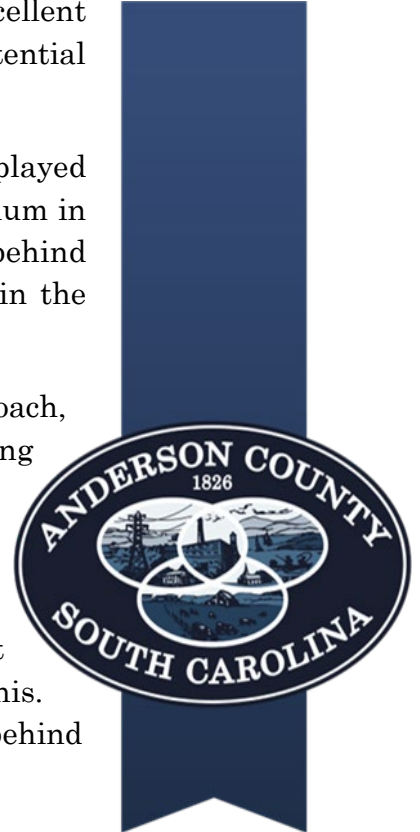
Jimmy Davis
District Six

M. Cindy Wilson
District Seven

ATTEST:

Rusty Burns
County Administrator

Renee Watts
Clerk to Council



RESOLUTION 2024-005

A RESOLUTION CONGRATULATING THE PENDLETON HIGH SCHOOL PRIDE OF PENDLETON MARCHING BAND ON WINNING ITS FIFTH STRAIGHT SCBDA 2A STATE CHAMPIONSHIP AND NINTH IN SCHOOL HISTORY; AND OTHER MATTERS RELATED THERETO.

Whereas the mission of Pendleton High School is to challenge minds, to build character, and to prepare young people to be our future; and

Whereas the Pendleton High School Pride of Pendleton Marching Band has a distinguished history of excellence, having won eight previous state championships and four in a row coming into the 2023 South Carolina Band Directors Association competition in October; and

Whereas at the competition, the Band brought home its fifth consecutive SCBDA 2A state championship, the ninth in school history; and

Whereas Band Director Trey Ferrell summarized the victory to local media, saying, “To win the fifth consecutive state championship in a transition year shows the resilience of these performers and the strength of the instructional and design team. I’m very fortunate to be surrounded by great educators and to benefit from an incredible design team, including former director Chris Moss and Pendleton Alumnus Leslie Gilreath. Maggie Walters, the Director of Riverside Middle School, is the rock of the program and has been crucial to the team’s success. The students were able to dig deep late in the season to finish the show strong and the last performance was electric! We focused on progress each day and trusting the process and the students were able to see the payoff at the end of the season!”;

Now, therefore, be it resolved this sixteenth day of January 2024, in a meeting duly assembled, that the Anderson County Council hereby recognizes the Pendleton High School Pride of Band’s history-making achievements and offers the highest congratulations and gratitude to the students, the directors, and all associated with the Pendleton High Band for representing our community with such excellence and distinction. Go Bulldogs!

FOR ANDERSON COUNTY:

Tommy Dunn, Chairman
County Council

John B. Wright, Jr.
District One

Glenn Davis
District Two

Greg Elgin
District Three

Brett Sanders, Vice-Chairman
District Four

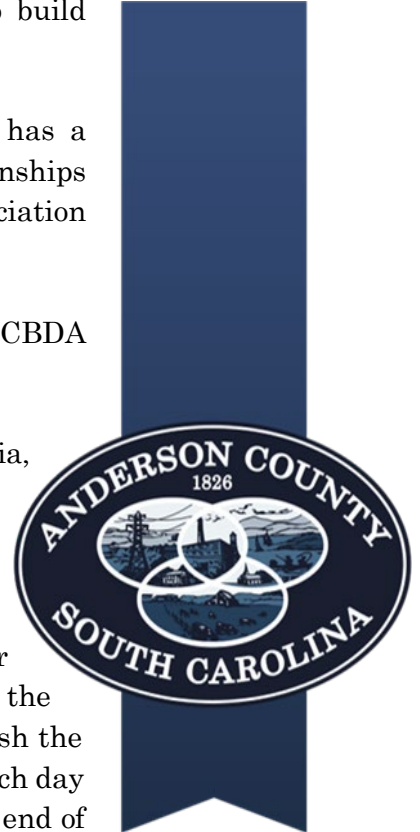
Jimmy Davis
District Six

M. 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 PRESENTATION MEETING
DECEMBER 5, 2023

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: ... the meeting
2 of the special presentation meeting of December 5th to
3 order. I'd like to welcome each and every one of y'all
4 here tonight and thank y'all for coming.

5 At this time I'd like to entertain a motion to
6 amend this part of our special presentation to add a
7 Proclamation honoring T.L. Hanna band.

8 JOHN WRIGHT: So moved.

9 TOMMY DUNN: Councilman

10 Wright makes a motion; Ms. Wilson seconds it. Now, are
11 there any discussion? All in favor of the motion show
12 of hands. All opposed like sign. Show the motion
13 carries unanimously.

14 We're going to move on now to item number 2(a),
15 Resolution/Proclamation 2023-054, Ms. Wilson. Ms.
16 Wilson.

17 CINDY WILSON: Thank you, Mr.
18 Chairman. This is a Resolution honoring Mrs. Dianne
19 Chastain Lollis.

20 WHEREAS, Mrs. Sarah Dianne Chastain Lollis has
21 become an Anderson County institution, known throughout
22 the community for her civic-minded spirit and
23 dedication to others, and

24 WHEREAS, Dianne was born and raised in the Pelzer
25 mill village, where she learned the value of hard work
26 and the importance of neighbors working as one towards
27 a common goal, and

28 WHEREAS, Dianne's home-town values and vivacious
29 Southern charm remained with her as her life's journey
30 took her all the way to the Greater Chicago area, where
31 she and her husband Willie raised their family, and

32 WHEREAS, upon her return to Anderson County,
33 community service became an outlet for her boundless
34 energy and dedication to others, contributing her time
35 and talents towards all manner of activities and events
36 in and around the Williamston and Pelzer area, when
37 asked why saying only "I do it all for the kids",
38 and

39 WHEREAS, a very important aspect of Dianne's legacy
40 in Anderson County will be her contributions in her
41 role as President of the Pelzer Heritage Commission,
42 with the mission of restoring the dignity and sense of
43 community that held sway during the town's heyday, and

44 WHEREAS, under Dianne's leadership, the PHC
45 spearheaded efforts to restore and preserve the
46 Historic Wilson Family Cemetery in Monkey Park, -- and
47 that's another story all by itself -- while also
48 assuming responsibility for Pine Lawn Cemetery,
49 ensuring that the community's dead will rest in
50 dignity, and

1 WHEREAS, the PHC also assumed a great
2 responsibility with its acquisition in 2013 of the
3 Upper and Lower Mills in Pelzer. Thanks to the efforts
4 of Dianne and her colleagues, these two sites have
5 undergone substantial environmental remediation, and
6 pending redevelopment projects promise to infuse new
7 life into the town so near and dear to Dianne's heart,
8 and

9 WHEREAS, mere words can't begin to describe Dianne
10 Lollis—she is a force of nature—one that must be
11 experienced in order to truly appreciate. She is a
12 woman of great faith, and that faith which has carried
13 her through unspeakable tragedy continues to sustain
14 her in the many things she does to make a better
15 community for us all.

16 NOW, THEREFORE, BE IT RESOLVED that the Anderson
17 County Council hereby recognizes Dianne Chastain Lollis
18 for all she has done, and continues to do, for the
19 betterment of us all. Her contributions to our
20 community will carry forward for generations to come,
21 and we are truly grateful that the Lord has
22 allowed her to be among us here in Anderson County.

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

24 JOHN WRIGHT: Second.

25 TOMMY DUNN: Have a motion
26 by Ms. Wilson and second by Councilman Wright. Any
27 discussion? All in favor of the motion show of hands.
28 All opposed like sign. Show the motion carries
29 unanimously.

30 Ms. Wilson.

31 CINDY WILSON: Thank you, Mr.
32 Chairman. This will be presented to her Saturday. I
33 think Mr. Burns, and hopefully Mr. Newton, will be able
34 to attend with us, and anyone else who would like to.

35 TOMMY DUNN: Thank you.

36 CINDY WILSON: Thank you.

37 TOMMY DUNN: We're going to
38 move on to our next item, Proclamation, Ms. Wilson.
39 Ms. Wilson.

40 CINDY WILSON: This is a
41 Proclamation Recognizing the late George W. Martin's
42 50-year legacy.

43 WHEREAS, it is with great honor and admiration that
44 we recognize the outstanding achievements and dedicated
45 service of Mr. George Washington Martin in the field of
46 auctioneering and the establishment of Martin & Martin
47 Auctioneers; and

48 WHEREAS, Mr. Martin tirelessly contributed to the
49 South Carolina Auction industry for an impressive fifty
50 years, demonstrating unparalleled skill,

1 professionalism, and commitment to excellence; and
2 WHEREAS, throughout his illustrious career, Mr.
3 Martin has not only exhibited an extraordinary ability
4 to facilitate successful auctions but has also played a
5 vital role in shaping the landscape of the auction
6 industry in South Carolina; and

7 WHEREAS, his unwavering dedication, integrity, and
8 passion for the auctioneering profession have earned
9 him respect and admiration of colleagues, clients, and
10 the community at large; and

11 WHEREAS, Mr. Martin was an active member of the
12 South Carolina Auctioneers Commission and past
13 president of the South Carolina Auctioneers
14 Association. Mr. Martin's company's remarkable
15 achievements and milestones of fifty years deserve the
16 highest commendation and celebration for having carried
17 on and expanded the company he founded, providing jobs
18 and services with great success and integrity.

19 NOW, THEREFORE, Anderson County Council does desire
20 to offer proclamation to place into the permanent
21 record the Council's recognition of the extraordinary
22 contributions and the indelible mark George W. Martin
23 has left on the South Carolina Auction industry.

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

25 JIMMY DAVIS: Second.

26 TOMMY DUNN: Have a motion
27 Ms. Wilson and second by Councilman Jimmy Davis. Any
28 discussion?

29 JIMMY DAVIS: Mr. Chair, if I
30 may?

31 TOMMY DUNN: Councilman
32 Jimmy Davis.

33 JIMMY DAVIS: I think it's a
34 wonderful thing to acknowledge achievements any time,
35 but when you're talking about George Martin, he really
36 did achieve a lot. He and his family have been
37 wonderful citizens of Anderson County for a long time
38 and our families have been intertwined over the past,
39 and they have been good neighbors, good business people
40 and just a bright and shining star for Anderson County.
41 And I'm thrilled that we're recognizing Mr. George's
42 accomplishments. Thank you, Mr. Chair.

43 TOMMY DUNN: Thank you.
44 Anyone else?

45 CINDY WILSON: And it's just
46 wonderful he has a great family to carry on his legacy
47 and expanding another great business in our county.

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

1 We're going to move on now with the amended agenda,
2 moving on to item number 2(c), this will be --

3 I don't think nobody is here, are they, Ms. Wilson?

4 CINDY WILSON: I don't -- I
5 didn't think I see any of the Martins. This will be
6 presented to them ---

7 TOMMY DUNN: I think they've
8 got an event coming up, if I'm not mistaken, and
9 that'll be done -- I figured it would be done then.

10 We're going to move on now to item number 2(c).
11 This has been amended. This will be a Resolution. I'm
12 assuming it's 2023-55. If it's not, Renee, correct me.
13 And this will be on honoring the T.L. Hanna band.

14 Councilman Wright.

15 JOHN WRIGHT: Thank you, Mr.
16 Chairman. As stated, this is a Proclamation
17 recognizing the T.L. Hanna band for their state
18 championship.

19 WHEREAS, the mission of the T.L. Hanna band program
20 is to foster and develop excellence in all aspects of
21 our students' lives, to represent our school and
22 community with pride and to prepare our students to be
23 successful members of a changing society, and

24 WHEREAS, the T.L. Hanna band, through a focus on
25 quality, respect and responsibility strives to create a
26 safe, inviting, creatively stimulating environment, to
27 develop self-sustaining maturity and a focus on
28 excellence that will serve our students throughout
29 their lives, and

30 WHEREAS, at the 2023 South Carolina Band Directors'
31 Association 4-A State Championships, the T.L. Hanna
32 band brought home the first-ever band state
33 championship in the history of T.L. Hanna, with the
34 highest overall score in all of South Carolina this
35 season, 95.9, breaking the previous highest record
36 score in the school history of 95.85, set in 1997, and
37 receiving high music performance and high overall
38 effect distinctions, and

39 WHEREAS, the T.L. Hanna band then appeared at the
40 Bands of America Grand Nationals in Indiana, a first
41 for a T.L. Band and a first for any band in the history
42 of Anderson County.

43 NOW, THEREFORE, I, John Wright, on behalf of
44 Anderson County Council and the citizens we represent,
45 desire to offer this Proclamation to place in the
46 permanent record the Council's recognition of the T.L.
47 Hanna band's history-making achievements and offer the
48 highest congratulations and express gratitude to the
49 students, the directors, and all associated with the
50 T.L. Hanna band for representing our community with

1 such excellence and distinction on the state and
2 national levels.

3 Proclaimed this 5th day of December, 2023.

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

5 CINDY WILSON: Second.

6 TOMMY DUNN: Have a motion

7 by Councilman Wright and second by Ms. Wilson,
8 Councilman Wilson. Any discussion, further discussion?

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

11 I don't think nobody is here. I think we're going
12 to do it Friday night at the Christmas Tree Lighting.

13 We're going to adjourn and we'll meet back here at
14 6:30 to start our regular Council meeting.

15

(SPECIAL PRESENTATION MEETING ADJOURNED AT 6:10 P.M.)

State of South Carolina)
County of Anderson)

ANDERSON COUNTY COUNCIL
COUNTY COUNCIL MEETING
DECEMBER 5, 2023

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

ALSO PRESENT:
RUSTY BURNS
LEON HARMON
RENEE WATTS

1 TOMMY DUNN: I'd like to
2 call the regular County Council meeting of December the
3 5th to order. I'd like to welcome each and every one
4 of y'all here tonight and thank y'all for coming out to
5 help do the people's business of Anderson County.
6 I'd like to ask Councilman John Wright if he would
7 lead us in the invocation and pledge of allegiance. If
8 we'd all rise, please.
9 JOHN WRIGHT: Let us pray.
10 **INVOCATION AND PLEDGE OF ALLEGIANCE BY JOHN WRIGHT**
11 TOMMY DUNN: At this time do
12 we have a motion to accept the minutes of November
13 21st? Are there any changes or corrections that need
14 to be made?
15 CINDY WILSON: May I?
16 TOMMY DUNN: Ms. Wilson.
17 CINDY WILSON: I made a
18 mistake the last meeting, so I need to correct my
19 mistake, please.
20 TOMMY DUNN: Okay.
21 CINDY WILSON: On page 7, line
22 28, I made the motion to accept the minutes from
23 November 7th, and I meant October 17th. So I want to
24 correct that, please.
25 TOMMY DUNN: Okay. Anything
26 else? Ms. Wilson makes that motion to correct the
27 minutes, stating that date, getting it right. Do we
28 have a second?
29 GREG ELGIN: Second.
30 TOMMY DUNN: Second
31 Councilman Elgin. All in favor of the motion show of
32 hands. All opposed like sign. Show the motion carries
33 unanimously.
34 We're going to move on now to item number 4,
35 citizens' comments. It's agenda items only. When Mr.
36 Harmon calls your name, please step forward, state your
37 name and district for the record and address the chair.
38 And you've got three minutes on agenda items only.
39 Mr. Harmon.
40 LEON HARMON: Mr. Chairman,
41 first speaker is Jill O'Connor.
42 JILL O'CONNOR: I'm speaking
43 now because I understand potentially the public hearing
44 may be delayed.
45 My name is Jill O'Connor. I'm from District 5.
46 Good evening, Chairman, and Council members. Thank you
47 for responding to me and other citizen concerns
48 regarding 2023-031 documents. We look forward to
49 receiving the new updated documents soon.
50 I was planning to read you a number of 2020 and

1 2021 quotes from Burriss Nelson, Tommy Dunn and Karen
 2 McCullough of Lake Hartwell Development Group regarding
 3 the amount of rent to be collected from Lake Hartwell
 4 Development Group. But after discussions with Mr. Dunn
 5 and Mr. Wright, I'll save them for later. I am much
 6 appreciative of the time Mr. Dunn and Mr. Wright took
 7 to explain the current situation. Also, thank you all
 8 for the time you have spent updating, negotiating and
 9 discussing and communicating the changes of -31, 32 and
 10 33. We understand you all have many projects and other
 11 important issues to address. It's unfortunate the ball
 12 was dropped from the Council readings of Ordinance
 13 2020-037 to execution of sublease with Lake Hartwell
 14 Development Group.

15 Tonight I still urge you to update 031 to collect
 16 three percent of gross sales, all total dollars,
 17 annually from the operations of Asbury Project as
 18 originally proposed and passed in November of 2020.
 19 However, if you must implement a graduated scale or
 20 less than, I urge you to make it retroactive to the
 21 start date of the lease. Lake Hartwell Development
 22 Group has been given a break on many things over the
 23 three years of the lease. It is time they began paying
 24 rent to cover the associated costs adding up.

25 Thank you very much for your time on this matter
 26 and everything you do for Anderson County. Thanks.

27 TOMMY DUNN: Mr. Harmon?

28 LEON HARMON: No one else is

29 signed up, Mr. Chairman.

30 TOMMY DUNN: Thank you, Mr.

31 Harmon.

32 Moving on now to item number 5, update from
 33 Veteran's Memorial. Who's got that?

34 RYAN HULON: First off, on
 35 behalf of Freddie Stowers Veterans Memorial Committee,
 36 I want to thank the Council, Mr. Burns and everybody
 37 who's in attendance today.

38 We've been working pretty hard on trying to come up
 39 with a concept that's going to be beneficial to
 40 Anderson County and what's going to be a destination
 41 point. So we have been working with Benson LLC and I'd
 42 like to bring them in to discuss the concept designs
 43 that they have on the new Veterans Memorial.

44 LEE BENSON: I don't know
 45 whether you want me to talk first or you watch this?

46 TOMMY DUNN: It's up to
 47 y'all ever how you want to do it. It's up to you.

48 LEE BENSON: Well, it's in
 49 your booklet so I'll go ahead and talk first.

50 First of all, I want to thank you all for inviting

1 us. My name is Lee Benson. This is my beautiful wife
2 Betty. We're president and vice president of Benson
3 Sculpture LLC. This is our son. And our entire family
4 that are old enough, nineteen of us, are involved in
5 building sculptures all over the country and all over
6 the world.

7 We're been in dialogue with the Veterans Committee
8 on coming up with a new concept, which you have the
9 booklet in front of you. And this is a movie of two
10 concepts that we've developed to sort of revitalize the
11 Veterans Memorial idea.

12 And I guess we reached a roadblock because we've
13 hired a lawyer. We've tried to reach some sort of
14 arrangement, contractual arrangement, and the committee
15 is not a legal entity, so we can't contract with them
16 to be the designer of this project. And so I think
17 there's two issues at hand. One is that you see the
18 new two concepts. The committee overwhelmingly
19 approved them both, except they wanted to combine the
20 two in the design. So the two concepts that you see
21 before you, we will combine into one design.

22 And then the other is how we move forward in a
23 contractual way. Normally -- not normally, but every
24 time a city or an industry, we enter into a -- they
25 issue us a contract to design the piece. And that's --
26 I think the committee and I are trying to figure out
27 how that happens.

28 TOMMY DUNN: I'll answer
29 that or partly answer that. If y'all are ready,
30 needing a contract signed to design something, I'll let
31 Mr. Burns and Mr. Harmon can get -- work out, and I'm
32 sure they can come up with something. Mr. Harmon is a
33 pretty good attorney most of the time. We'll figure
34 something out. Where there's a will, there's a way.

35 The biggest thing, I guess, don't want to put the
36 cart before the horse, is I know you're worried about
37 somebody signing a contract. And we're up here worried
38 about who's going to stroke a check. So that's what
39 we've got to come to. But we can get to that, who's
40 authorized to sign a contract. Mr. Burns or Mr. Harmon
41 can handle that.

42 LEE BENSON: So that's these
43 two gentlemen here?

44 TOMMY DUNN: That's them two
45 right there.

46 LEE BENSON: So we will meet
47 with them at some future date ---

48 TOMMY DUNN: Whatever Ryan
49 -- Ryan knows them well and can set up a meeting and
50 handle that. They can make a recommendation for

1 Council. That's exactly right.

2 LEE BENSON: And then I
3 guess we're asking for you all to approve the new
4 concepts that will eventually be combined to be a new
5 design for the ---

6 TOMMY DUNN: All this needs
7 to come through Mr. Burns and Mr. Harmon, with that
8 committee making a formal recommendation or something
9 another, and Mr. Burns -- it's sort of -- Mr. Burns
10 sort of put this together and helped, and we appreciate
11 what all everybody has done, but I don't think Council
12 is ready to vote on nothing or do nothing until they
13 sit down and have a meeting of the minds and get
14 something worked out.

15 LEE BENSON: And then I'm
16 also an ordained minister, so I'm going to -- I just
17 really appreciate how you all began your meeting and
18 you said the pledge of allegiance. You had a prayer
19 and the prayer was specific to who you were praying to.
20 And then you had a pledge of allegiance. And it is a
21 tremendous honor for Benson Sculpture to be involved --
22 I'm a veteran. My wife's father was -- he fought up at
23 the Pacific Theater in World War II and ended up in
24 Hiroshima. Her two uncles were pilots; one a fighter
25 pilot shot down over Holland and killed. Her other
26 uncle was a B27 pilot shot down over Germany and spent
27 the end of the war in Germany at a prisoner of war
28 camp. So it's just a tremendous honor for our family
29 to be involved with these veterans and to come up with
30 a design that will, like you said, be a destination
31 place and uphold and honor the armed forces of
32 Anderson, Anderson County and South Carolina.

33 TOMMY DUNN: We appreciate
34 your interest. Sure do.

35 LEE BENSON: Thank you.

36 TOMMY DUNN: Thank you.

37 Ryan, you good, you and your folks, about getting
38 the meeting set up with Mr. Burns and ---

39 RYAN HULON: It's been taken
40 care of.

41 TOMMY DUNN: Okay. Thank
42 you.

43 We're going to move on now to item number 6(a),
44 Ordinance third reading, 2023-031, an Ordinance
45 authorizing the execution and delivery of a special
46 source credit agreement by and between Anderson County,
47 South Carolina, Lake Hartwell Development Group LLC,
48 D/B/A The Shores of Asbury with respect to certain
49 economic development property in the County, whereby
50 such property will receive certain special source

1 credits in respect of investment in related
2 infrastructure; and other matters related thereto.

3 I don't anticipate voting on nothing tonight, but
4 this was advertised for a public hearing. So I want to
5 ask if anybody -- I'm going to go into a public
6 hearing. Anybody wanting to speak to this matter is
7 more than welcomed to come up here. They have three
8 minutes to state their name and district and address
9 the chair. There's not a whole lot to have a public
10 hearing on what was in the packet, but I'm going to
11 give you that opportunity.

12 Be a public hearing. Anyone wishing to speak to
13 this matter now, step forward, address the chair,
14 please. Yes, ma'am. And I'm going to get to that in
15 just a minute. Hearing anything else? Public hearing
16 will be closed.

17 What we're going to be voting or -- the motion, I'm
18 going to ask for a motion -- or amendment to the motion
19 of our meeting of last time. This has been a long
20 drawn out thing and I don't even want to get into that.
21 I've dealt more with this than I have -- I've built
22 subdivisions quicker than I've dealt with this project.
23 But anyway, I will -- at the last meeting Mr. Harmon
24 wasn't here. We left this thing on second reading, in
25 a nutshell I'm going to summarize. It was three
26 percent of gross. So that's what the motion on the
27 floor is when we come up here. And I'm going to ask
28 Mr. Wright if he wants to make an amendment?

29 JOHN WRIGHT: Yes, sir, Mr.
30 Chairman. I'd like to amend the Ordinance. And what
31 this would be, would be a four year step-up basically
32 whereby rather than doing three percent of gross right
33 off the bat, there would be a step-up over four years.
34 Year one would be 75 base points or .75 percent of
35 gross revenue, top line revenue, gross sales. Year two
36 would be one and a half percent. Year three would be
37 2.25 percent. And then years four and beyond would be
38 a three percent of the gross revenue of the project,
39 generated from the project. And I'd like to put that
40 amendment in the form of a motion.

41 TOMMY DUNN: We have a
42 motion by Mr. Wright. Do we have a second?

43 BRETT SANDERS: Second.

44 TOMMY DUNN: Second
45 Councilman Sanders. Now open the floor up for
46 discussion.

47 I just want to say, we've been working on this for
48 quite some time. I'm going to, eventually here in a
49 moment, make a motion to table this. Because the
50 public hearing we need to have on this, and we're going

1 to have one when this comes off the table, and that
 2 will be at our January meeting, for the simple reason
 3 we ain't got enough time, legally, to do a public
 4 notice for a public hearing at our next meeting. So
 5 the first meeting in January, if I can get everybody to
 6 cooperate and understand, that's when we're going to
 7 vote on this.

8 But I just want to say, Mr. Wright, I appreciate
 9 his work on this and where we've come to. This thing
 10 has changed, been an evolving thing. And I'll talk
 11 about it more when it comes, I guess, nuts and bolts,
 12 and I'll have a copy tonight for the folks to take and
 13 look at and get more.

14 But anyway, this is where we've at. The motion has
 15 been on the thing, and I want to open it up. Has
 16 anybody got anything else. The reason I don't want to
 17 vote on this tonight, because like I said, this is
 18 third reading and we ain't had time for people to look
 19 to see what we're actually voting on. I know what
 20 we're voting on. Some of the Council members might not
 21 -- ain't had time to see this and look at this, so I
 22 want to make sure -- because they just got it a couple
 23 of days ago, I think, or yesterday. So I just want to
 24 make sure they've had time, we have a public hearing,
 25 they can come and speak to it, they can say they was
 26 heard. Anybody else got anything?

27	CINDY WILSON:	May I?
28	TOMMY DUNN:	Ms. Wilson.
29	CINDY WILSON:	I just wanted

30 to give a thank you to Mr. Harmon and to Mr. Wright.
 31 Mr. Wright probably is the preeminent commercial real
 32 estate company dealing with a lot of leases and site
 33 sales. So we're very fortunate to have his input on
 34 this. And I really appreciate it.

35	TOMMY DUNN:	Thank you, Ms.
36	Wilson. Anyone else?	I make the motion we table this.
37	CINDY WILSON:	Second.

38	TOMMY DUNN:	Second by Ms.
39	Wilson. All in favor of the motion show of hands. All	
40	opposed like sign. Show the motion carries	
41	unanimously.	

42 We're going to move on to item number 6(b). This
 43 is an offshoot of another thing of this. And this is
 44 third reading of 2023-032, an Ordinance to amend an
 45 agreement for the development of a joint county
 46 industrial and business park (2010 Park) of Anderson
 47 and Greenville Counties so as to enlarge the park to
 48 include certain property of Lake Hartwell Development
 49 Group LLC, D/B/A The Shores of Asbury and other matters
 50 related thereto.

1 Before we do anything else, I make the motion for
2 this to be tabled.

3 CINDY WILSON: Second.

4 BRETT SANDERS: Second.

5 TOMMY DUNN: Second by Mr.

6 Sanders. All in favor of the motion show of hands.

7 All opposed like sign. Show the motion carries

8 unanimously.

9 We're going to move on to item number 6(c),
10 2023-035, an Ordinance authorizing the execution and
11 delivery of a fee-in-lieu of ad valorem tax and special
12 source revenue credit agreement by and between Anderson
13 County, South Carolina and Pro Fab Manufacturing,
14 LLC to provide for payment of a fee-in-lieu of taxes;
15 authorizing the expansion of a multi-county business
16 park; authorizing certain special source revenue
17 credits; and other matters related thereto. This is
18 Project Asteroid.

19 Before we go into a public hearing, I'll ask Mr.
20 Burriss Nelson if he wants to add anything before we go
21 into a public hearing.

22 BURRISS NELSON: Thank you, Mr.
23 Chairman, members of Council. This is a family-owned
24 project, machine tool technology. Has salaries --
25 average salary is \$30.11 an hour, creating 20 jobs and
26 with the potential of creating much more than that.
27 But those 20 jobs at \$30.00 an hour generate an annual
28 payroll of 1.3 million. And this is a -- has a
29 community impact of 7 million, 7.4 million for the
30 first year; 30 year community impact of \$51.1 million.

31 This comes to Council from staff. And thank you
32 for your consideration.

33 TOMMY DUNN: We'll go into a
34 public hearing on this matter. Anyone wishing to speak
35 to this matter, please step forward and state your
36 name, the district you live in if you know it, and
37 address the chair. You've got three minutes, please.
38 Anyone at all? Public hearing will be closed. Do we
39 have a motion to move this forward?

40 CINDY WILSON: So moved.

41 TOMMY DUNN: Motion by Ms.

42 Wilson. Do we have a second?

43 BRETT SANDERS: Second.

44 TOMMY DUNN: Second by

45 Councilman Sanders. Any discussion? All in favor of
46 the motion show of hands. All opposed like sign. Show
47 the motion carries unanimously.

48 We're going to move on to item 6(d), 2023-043, an
49 Ordinance authorizing the execution and delivery of a
50 fee in lieu of tax agreement by and between Anderson

1 County, South Carolina and APG Colors and Additives,
 2 LLC and Green Lantern LLC, collectively formerly called
 3 Project Colorful, with respect to certain economic
 4 development property in the county, whereby such
 5 property will be subject to certain payments in lieu of
 6 taxes including the provision of certain special source
 7 credits; and other matters related thereto. Project
 8 Colorful. Mr. Nelson.

9 BURRISS NELSON: Thank you, Mr.
 10 Chairman, members of Council. This is another family-
 11 owned business creating 24 jobs with an average pay of
 12 \$28.88 an hour, investing 6.1 million dollars in new
 13 capital investment to expand their operation. They are
 14 a plastics specialty coloring facility that has
 15 projects and contracts all over the world.

16 Thank you, Mr. Chairman.

17 TOMMY DUNN: Thank you.
 18 This will be a public hearing. Anyone wishing to
 19 speak to this matter, please step forward and state
 20 your name, again, for the record and your district if
 21 you know it, and address the chair, please. You have
 22 three minutes. Public hearing. Anyone? Seeing and
 23 hearing none, the public hearing will be closed.

24 Do we have a motion to move this forward?

25 CINDY WILSON: So moved.
 26 TOMMY DUNN: Motion Ms.
 27 Wilson. Do we have a second?
 28 JOHN WRIGHT: Second.
 29 TOMMY DUNN: Second
 30 Councilman Elgin. Any discussion?
 31 CINDY WILSON: May I quickly
 32 ---
 33 TOMMY DUNN: Ms. Wilson.
 34 CINDY WILSON: --- that this
 35 is in an area that suffered economically for many years
 36 and we greatly appreciate the economic development for
 37 Districts 7 and 2. We've had some areas that have been
 38 neglected. So we really appreciate it. Thank you.

39 TOMMY DUNN: Thank you, Ms.
 40 Wilson. Anyone else? All in favor of the motion show
 41 of hands. All opposed like sign. Show the motion
 42 carries unanimously.

43 We're going to move on to item number 6(e),
 44 2023-044, an Ordinance to lease real property located
 45 at 731 Michelin Boulevard to D&S Enterprises of
 46 Anderson, LLC D/B/A Heli-Plane Aviation and other
 47 matters related thereto. This will be a public
 48 hearing. This is where the old road maintenance
 49 department used to be. This is the people that does
 50 our maintenance work at the airport. They're asking to

1 lease this and do aviation work.

2 Be a public hearing. Anyone wishing to speak to
3 this matter, please step forward, state your name.

4 Seeing and hearing none, the public hearing will be
5 closed. Do we have a motion to move this forward?

6 Motion Mr. Sanders. Do we have a second?

7 CINDY WILSON: Second.

8 TOMMY DUNN: Second Ms.

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

12 We're going to move on to item number 6(f),
13 2023-045, an Ordinance to approve the grant of a
14 right-of-way easement to Duke Energy Carolinas LLC, on
15 real property owned by Anderson County, South Carolina,
16 to be utilized for the new detention center; and other
17 matters related thereto.

18 This is just to help out and give us a thing where
19 we can get the new detention center built where it's
20 at. Be a public hearing. Anyone wishing to speak to
21 this matter, please step forward and state your name
22 and district and address the chair, please. Anyone at
23 all? Public hearing will be closed. Do I have a
24 motion to move this forward?

25 CINDY WILSON: So moved.

26 GREG ELGIN: So moved.

27 TOMMY DUNN: Motion

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

31 We're going to move on to item number (g), 2023-
32 046, an Ordinance authorizing the execution and
33 delivery of a fee in lieu of tax agreement by and
34 between Anderson County, South Carolina and a company
35 or companies known to the county at this time as
36 Project White with respect to certain economic
37 development property in the county, whereby such
38 property will be subject to certain payments in lieu of
39 taxes, including the provision of certain special
40 source credits; and other matters related thereto.
41 Project White. Mr. Nelson.

42 BURRISS NELSON: Thank you, Mr.
43 Chairman. This company is bringing 26 new jobs with an
44 average pay of \$26.98 an hour, investing 14 million.
45 This company produces building materials and building
46 products. Some of those would be custom materials, as
47 well. Thank you for your consideration.

48 TOMMY DUNN: This will be a
49 public hearing. Anyone wishing to speak to this
50 matter, please step forward, state your name and

1 district and address the chair, please. Anyone at all?
2 Seeing and hearing none, the public hearing will be
3 closed. Do we have a motion to move this forward?
4 CINDY WILSON: So moved.
5 TOMMY DUNN: Motion Ms.
6 Wilson. Do we have a second?
7 GLENN DAVIS: Second.
8 TOMMY DUNN: Second
9 Councilman Glenn Davis. Any discussion? All in favor
10 of the motion show of hands. All opposed like sign.
11 Show the motion carries unanimously.
12 We're going to move on to item number 6(h),
13 2023-047, an Ordinance to amend an agreement for the
14 development of a joint county industrial and business
15 park (2010 Park) of Anderson and Greenville counties so
16 as to enlarge the park to include certain property of
17 Project White; and other matters related thereto.
18 Project White.
19 This will be a public hearing. This is the last
20 project Mr. Nelson just talked about. This is to
21 include it in a park in Greenville County, and we do
22 this back and forth with one another to help one out to
23 get it where they can get a fee in lieu of.
24 Be a public hearing. Anyone wishing to speak to
25 this matter, please step forward and address the chair.
26 State your name and district for the record. Anyone at
27 all? Public hearing will be closed. Do we have a
28 motion to move this forward?
29 CINDY WILSON: So moved.
30 TOMMY DUNN: Motion Ms.
31 Wilson. Do we have a second? Second Councilman Elgin.
32 Any discussion? All in favor of the motion show of
33 hands. All opposed like sign. Show the motion carries
34 unanimously.
35 We're going to move on now to item number 7(a),
36 second reading, 2023-023, an Ordinance providing for
37 the imposition of a transportation sales and use tax,
38 subject to a November 5, 2024 Referendum, pursuant to
39 Title 4, Chapter 37 of the Code of Laws of South
40 Carolina 1976, as amended; ordering a referendum in
41 connection therewith; and providing for matters
42 relating thereto.
43 Before we go into a public hearing, I just want to
44 say in our ordinance, we can amend it if we need to
45 where -- it's got on our thing now third reading will
46 be done at our next Council meeting. That will not be
47 done at our next Council meeting since we always meet
48 -- we've done this just about since I've been on
49 Council, now well over 10 years. Last meeting of the
50 year, regular meeting of the year in December is always

1 around 11:00 on Tuesday. I don't feel like we need to
2 be having nothing like this, a public hearing in the
3 daytime. It'll be done at a regular business hours of
4 Council at the January meeting.

5 This in a nutshell is asking for this tax, before
6 we go into public hearing. We're not approving a tax.
7 We're asking to put it on a referendum so the citizens
8 of Anderson County can vote for it. Yes or no.

9 This will be a public hearing. Anyone wishing to
10 speak to this matter, please step forward and state
11 your name and district. And this is the second reading
12 on this. Anyone at all? Seeing and hearing none, the
13 public hearing will be closed. Do we have a motion to
14 put this on the floor?

15 CINDY WILSON: So moved.
16 TOMMY DUNN: Motion Ms.
17 Wilson. Do we have a second?
18 GREG ELGIN: Second.
19 TOMMY DUNN: Second by
20 Councilman Elgin. Open the floor up for discussion.
21 CINDY WILSON: May I very
22 quickly?
23 TOMMY DUNN: Yes, ma'am.
24 CINDY WILSON: As you pointed
25 out, it needs to be repeated, too, that the bond that
26 will go with this can't be separated. It has to be
27 part of the referendum. And I think everyone knows
28 that we have a serious need for the roads. I hope this
29 will work out. I'm hoping we can get an exemption for
30 the groceries. That's the only concern that I've heard
31 back from people. They all agree that they want to
32 vote for this. We did send a letter to our county
33 delegation, so hopefully they'll get that remedied
34 pretty quickly. Thank you.

35 TOMMY DUNN: At this time
36 I'll make a motion just for the record, this will be
37 third reading to be done in our January meeting. Put
38 that in the form of a motion.

39 JIMMY DAVIS: Second.
40 TOMMY DUNN: Second by
41 Councilman Jimmy Davis. Any discussion on my
42 amendment? All in favor of the amendment show of
43 hands. All opposed like sign.

44 Now show the motion -- go back to the original
45 motion. Any more discussion? I'll have more to say on
46 this at a later time, but I appreciate everybody and
47 appreciate all the work on this.

48 JIMMY DAVIS: Mr. Chair, if I
49 may?
50 TOMMY DUNN: Yes, sir.

1 JIMMY DAVIS: I'd like to ask
2 Mr. Matt Hogan, if I may, how many -- of the 46
3 counties in the state of South Carolina, how many
4 counties currently have this tax?
5 MATT HOGAN: I think 42 of
6 the 46 counties have a tax.
7 JIMMY DAVIS: 42 of the 46
8 have a ---
9 MATT HOGAN: Some type of
10 tax to do for roads. Yes, sir.
11 JIMMY DAVIS: In Spartanburg
12 just recently, theirs was about to expire the seven
13 years and they just recently -- the citizens voted to
14 re-up it for another seven years. Is that correct?
15 MATT HOGAN: Correct. Yes,
16 sir.
17 JIMMY DAVIS: I just wanted
18 to get some clarification on that. Thank you.
19 MATT HOGAN: Uh-huh
20 (affirmative).
21 TOMMY DUNN: I also want to
22 -- you can go ahead, Matt, and sit down. This will be
23 -- this money can only be used for roads and bridges.
24 Can't be used for salaries, can't be used for this over
25 here or pot thing, and this money is audited by the
26 state. Anything else? All in favor of the motion show
27 of hands. All opposed like sign. Show the motion
28 carries unanimously.
29 We're going to move on now to item number 7(b),
30 second reading, 2023-033, an Ordinance to approve the
31 first amendment to sublease agreement between Anderson
32 County, South Carolina, and Lake Hartwell Development
33 Group LLC D/B/A The Shores of Asbury for the Asbury
34 Park site on Lake Hartwell; and other matters related
35 thereto. I make the motion we table this.
36 CINDY WILSON: Second.
37 TOMMY DUNN: Second Ms.
38 Wilson. All in favor of the motion show of hands. All
39 opposed like sign. Show the motion carries
40 unanimously.
41 We're going to move on now to item number 7(c),
42 2023-042, an Ordinance to amend the 2016 Anderson
43 County Comprehensive Plan element of the population,
44 economic development workforce, and a new element of
45 resilience and all maps and materials contained
46 therein; and other matters related thereto.
47 Anybody want to say anything on this before we go
48 into a public hearing? Anybody at all? Ms. Hunter,
49 I'm going to put you on the spot. You good? Okay.
50 This is just something we have to do for state law.

1 But it is a moving document. I do want to put this out
 2 there. Anybody that wants to speak to this matter,
 3 please step forward and state your name and district
 4 and address the chair. You've got three minutes,
 5 please. Seeing and hearing none, the public hearing
 6 will be closed. Do we have a motion to move this
 7 forward?

8 CINDY WILSON: So moved.
 9 TOMMY DUNN: Motion Ms.
 10 Wilson. Do we have a second?
 11 GREG ELGIN: Second.
 12 TOMMY DUNN: Second
 13 Councilman Elgin. Any discussion? All in ---
 14 CINDY WILSON: May I?
 15 TOMMY DUNN: Ms. Wilson.
 16 I'm sorry.
 17 CINDY WILSON: I'm sorry.
 18 Just wanted to quickly point out that this is the five-
 19 year update and we'll be beginning the 10-year updates
 20 very soon that are due in '26. And as our county has
 21 changed so rapidly, we're hoping to get a lot of
 22 community meetings set up. Thank you.
 23 TOMMY DUNN: Thank you, Ms.
 24 Wilson. Anyone else? All in favor of the motion show
 25 of hands. All opposed like sign. Show the motion
 26 carries unanimously.
 27 We're going to move on to item number 7(d),
 28 2023-048, an Ordinance to provide for the issuance and
 29 sale of not exceeding eight million three hundred
 30 thousand dollars (\$8,300,000) aggregate principal
 31 amount of general obligation bonds of Anderson County,
 32 South Carolina, to prescribe the purposes for which the
 33 proceeds shall be expended, to provide for the payment
 34 therefore, and to provide for other matters related
 35 thereto.
 36 Before we go into a public hearing, I'm going to
 37 put our Finance chairman on the spot. Would you go for
 38 a second so people know what this is about?
 39 BRETT SANDERS: Yes, sir.
 40 TOMMY DUNN: We're doing
 41 this to do some repairs and we've got a bond coming off
 42 so it's going to be no tax increase.
 43 BRETT SANDERS: You pretty much
 44 summed it up. We have a bond coming off. There will
 45 be no tax increase. The 8.3 million will be used to do
 46 needed repairs on our courthouse. And I guess you guys
 47 noticed coming in on this side it's already blocked
 48 off. We have not only minor stuff, we have some
 49 structural issues that need to be taken care of to
 50 maintain the integrity of this beautiful place. Thank

1 you.
2 TOMMY DUNN: Thank you. And
3 that's not all going to this building. It's going to
4 be spread out. This is the main thing. Anyone have
5 anything else? All in favor of the motion show of
6 hands. All opposed like sign. Show the motion carries
7 unanimously.
8 LEON HARMON: Mr. Chairman, I
9 think you were -- we had a public hearing scheduled.
10 TOMMY DUNN: We did. I'm
11 sorry. We did. I'm sorry. We sure did.
12 Now we'll go back to the public hearing on this
13 matter. I was Just trying to explain. Anyone wishing
14 to speak to this matter at all, please step forward and
15 state your name and district for the record and address
16 the chair. You have three minutes. Anyone at all?
17 Just trying to explain what it was about if somebody
18 wanted to talk they could get up here and understand
19 what it's about. Getting a little ahead. Seeing and
20 hearing none, the public hearing will be closed.
21 Let's go that one more time. Make a motion.
22 BRETT SANDERS: Second.
23 TOMMY DUNN: Who makes the
24 motion?
25 JOHN WRIGHT: So moved.
26 TOMMY DUNN: Councilman
27 Wright makes the motion; Councilman Sanders seconds.
28 Now open the floor up for discussion. Anymore? All in
29 favor of the motion show of hands. All opposed like
30 sign. Show the motion carries unanimously.
31 Moving on to item number (e), 7(e), 2023-049, an
32 Ordinance authorizing (1) The execution and delivery of
33 a fee in lieu of tax and incentive agreement by and
34 between Anderson County, South Carolina (The "County")
35 and an entity identified, by the county as Project
36 Chauga, including any affiliates, related entities, and
37 sponsor affiliates (collectively, The "Company"),
38 pursuant to which the county shall covenant to accept
39 certain negotiated fees in lieu of ad valorem taxes
40 with respect to the expansion of certain manufacturing
41 facilities in the county (The "Project"); (2) The
42 benefits of a multi-county industrial or business park
43 to be made available to the company and the project and
44 the distribution of revenues generated from the project
45 within the county; (3) Certain special source revenue
46 credits in connection with the project; and (4) other
47 matters relating thereto. Mr. Nelson.
48 BURRISS NELSON: Thank you, Mr.
49 Chairman, members of Council. This is another locally-
50 owned, family-owned machine tool technology company

1 that was established in 1993, of course right here in
2 Anderson County. They're investing 3.9 million in new
3 equipment. Creating additional 45 jobs, with an
4 average pay of \$20.67 an hour. New payroll 1.8
5 million. The taxes paid in 2022 were a total of
6 \$14,400. And in 2024, projected will be 22 thousand --
7 additional \$22,877.00. The first year community
8 impact, 12 million. And then over thirty years
9 community impact of 95 million. Thank you, sir.

10 TOMMY DUNN: Thank you. Do
11 we have a motion to move this forward?

12 CINDY WILSON: So moved.
13 TOMMY DUNN: Motion Ms.
14 Wilson. Do we have a second?

15 BRETT SANDERS: Second.
16 TOMMY DUNN: Second
17 Councilman Sanders. Any discussion? I can't believe
18 there ain't a public hearing. Anybody got anything
19 else? Anything else? All in favor of the motion show
20 of hands. All opposed like sign. Show the motion
21 carries unanimously.

22 Moving on, item number (f), 2023-050, an Ordinance
23 authorizing the execution and delivery of a special
24 source revenue credit agreement by and between Anderson
25 County, South Carolina and Project Austin, with respect
26 to special source revenue credits to be applied against
27 fee in lieu of tax payments related to certain
28 investments in the county; and other matters related
29 thereto. Project Austin. Mr. Nelson.

30 BURRISS NELSON: Thank you, Mr.
31 Chairman. This is a family-owned operation. We were
32 asked to partner with the town of Williamston in
33 supporting this particular project. Total capital
34 investment of \$5,000,000.00. This brings a first-year
35 impact of 1.3 million and a 30-year impact of 26.2
36 million. Thank you, sir.

37 TOMMY DUNN: Thank you. Do
38 we have a motion to move this forward?

39 CINDY WILSON: So moved.
40 TOMMY DUNN: Have a motion
41 by Ms. Wilson. Have a second?

42 BRETT SANDERS: Second.
43 TOMMY DUNN: Second by
44 Councilman Sanders. Any discussion?

45 CINDY WILSON: May I quickly
46 point out that the municipalities don't have the power
47 to create the fee in lieu of taxes or special source
48 credits, but the county does. And our county works
49 really hard with our municipalities to help provide
50 economic development with them. Thank you.

1 TOMMY DUNN: Thank you, Ms.
2 Wilson.
3 Moving on to item number (g), 2023-051, an
4 Ordinance to amend an agreement -- huh? Got to vote.
5 I'm sorry. Do we have a motion to move this forward?
6 CINDY WILSON: So moved.
7 TOMMY DUNN: Ms. Wilson made
8 the motion. Do we have a second? Okay. All in favor
9 of the motion show of hands. All opposed like sign.
10 Show the motion carries unanimously.
11 Thank you, Mr. Elgin.
12 Moving on with (g), 2023-051, an ordinance to amend
13 an agreement for the development of a joint county
14 industrial and business park (2010 Park) of Anderson
15 and Greenville counties so as to enlarge the park.
16 This is the same project we just talked about. This is
17 to put it in the park in Greenville where they can get
18 fee in lieu of and make it legal. Do we have a motion
19 to move this forward?
20 CINDY WILSON: So moved.
21 TOMMY DUNN: Motion Ms.
22 Wilson. Do we have a second?
23 GLENN DAVIS: I second it.
24 TOMMY DUNN: Second
25 Councilman Glenn Davis. Any discussion? All in favor
26 of the motion show of hands. All opposed like sign.
27 Show the motion carries unanimously.
28 We're going to move on to item number (h),
29 2023-052, an Ordinance authorizing the execution of an
30 infrastructure credit agreement by and between
31 Anderson County and Project Trust providing for
32 payments in lieu of taxes, the issuance of special
33 source revenue credits, the inclusion of the property
34 in a multi-county park; and other matters related
35 thereto. Mr. Nelson.
36 BURRISS NELSON: Thank you, Mr.
37 Chairman. Project Trust is a -- lost my notes.
38 Project Trust is an engineered construction components
39 company investing 4.6 million in total new capital
40 investment, creating 60 new jobs, average pay 20 plus
41 an hour. I can't remember. I apologize. And the
42 impact amounts I don't have in front of me either. But
43 I apologize. This comes to Council as a recommendation
44 from staff.
45 **INAUDIBLE COMMENT**
46 CINDY WILSON: Second.
47 TOMMY DUNN: Motion Mr.
48 Sanders and second Ms. Wilson. Now, any discussion?
49 All in favor of the motion show of hands. All opposed
50 like sign. Show the motion carries unanimously.

1 We're going to move on now to item 8, Ordinance
2 first reading, there are none.
3 We'll move on to item number 9.
4 JOHN WRIGHT: Mr. Chairman.
5 TOMMY DUNN: Yes, sir.
6 JOHN WRIGHT: If I could, I'd
7 like to recuse myself from 9(a). While I'm not
8 personally involved in this, a couple of guys in my
9 firm are. And I'd like to recuse myself.
10 TOMMY DUNN: Thank you.
11 JOHN WRIGHT: Thank you.
12 TOMMY DUNN: We're going to
13 move on now to item number 9(a). Let the record show
14 Councilman Wright has recused himself. This is
15 2023-055, a Resolution authorizing the execution and
16 delivery of an inducement agreement by and between
17 Anderson County, South Carolina and Project Turnkey --
18 Turkey, I'm sorry, Turkey -- whereby, under certain
19 conditions, Anderson County will execute a fee in lieu
20 of tax and special source credit agreement with respect
21 to a project in the county whereby the project would be
22 subject to payment of certain fees in lieu of taxes and
23 whereby Project/Company will be provided certain
24 credits against fee payments in reimbursement of
25 investment in related qualified infrastructure; and
26 providing for related matters. Mr. Nelson.
27 BURRISS NELSON: Thank you, Mr.
28 Chairman. This is the purchase of some existing
29 building and land at exit 32. The project total
30 capital investment is \$36.3 million dollars for
31 basically speculative buildings. However, we already
32 have in the existing building a company that's getting
33 ready to go in there. They'll have another fee
34 agreement for equipment coming in January. So our spec
35 buildings are generating manufacturing opportunities.
36 This also includes the addition of a new building
37 that will be constructed somewhere in the neighborhood
38 of 13 million. Total capital investment will be the
39 36. First year community impact, \$2,000,000.00; 30
40 year community impact 14 million. Thank you, sir.
41 TOMMY DUNN: Thank you.
42 Do we have a motion to move this forward?
43 CINDY WILSON: So moved.
44 TOMMY DUNN: Motion by Ms.
45 Wilson; second by Councilman Sanders. Any discussion?
46 All in favor of the motion show of hands. All opposed
47 like sign. Show the motion carries unanimously. Mr.
48 Wright recused himself.
49 If there's no objection I'm going to take about a
50 five-minute recess.

RECESS

1
2 TOMMY DUNN: We're going to
3 move on to item number 10. This is First Steps
4 appointment approval. And I'm going to ask Councilman
5 Thayer if he'll come up and he's got a presentation to
6 give us, I guess what we've got -- what our government
7 has done to us again, told us what we've got to do and
8 we ain't got no choice in the matter. Our state
9 government.

10 JORDAN THAYER: Good evening,
11 Mr. Chairman and members of Council, section 59-162-60
12 of the South Carolina Code was recently amended. This
13 section deals with the local First Steps Partnership
14 Board. The Anderson County First Steps Partnership has
15 focused on healthy start, family strengthening,
16 parenting, school transition and early education
17 programs and services. The partnership board is
18 composed of representatives from diverse backgrounds
19 who want every child in Anderson County to enter first
20 grade healthy and ready to succeed. The board helps
21 link pre-school children and their families to needed
22 resources and services in the county so they can
23 succeed at the beginning of their school careers. Due
24 to the recent amendments in this law, local county
25 councils are now responsible to approve or deny
26 appointments to the First Steps Board.

27 Included in your packet is a request from Paige
28 Wall, the Executive Director of Anderson First Steps,
29 requesting that you approve the recommended appointment
30 of Diane Smiley to the First Steps Board. So you can
31 vote to approve the appointment or you can vote to deny
32 the appointment. Thank you. If you have any other
33 questions I'll be happy to answer them.

34 TOMMY DUNN: Any questions
35 for Attorney Thayer? Do we have a motion -- go ahead.

36 GREG ELGIN: I do have one
37 question. Is this who was serving on the board prior
38 to this new law being enacted? Is that why she was
39 recommended or ...

40 JORDAN THAYER: So I'm not sure
41 why she was recommended. And I'm not familiar enough
42 with the board to know who the Library Board had
43 previously put on it. That's historically how it was
44 done, is the Library would just put them on there. Now
45 you have the approval or denial over that.

46 TOMMY DUNN: Do we have a
47 motion to approve, deny, table?

48 JIMMY DAVIS: Mr. Chair, I
49 have a hard time approving anybody if we don't know a
50 whole lot about it. So I make a motion we table this

1 until the next meeting.
2 CINDY WILSON: I'll second.
3 TOMMY DUNN: I have a motion
4 to table. That's not a debatable motion. All in favor
5 of the motion show of hands. All opposed like sign.
6 Show the motion carries unanimously.
7 Mr. Thayer, if you would find out and get us some
8 information on this person, where they come from and
9 what not. I'm not debating the motion or nothing. I'm
10 just going to make a fact. We just went through a
11 round, some of us did, with some of our people around
12 here about appointment to the Library Board and what
13 not, and them folks need to be told, they tied our
14 hands again. This is state government. We didn't get
15 to appoint nobody. We don't have no say in it. The
16 law is saying we either approve or deny. We don't get
17 to say so and so ought to be on that board. Look at
18 the authority they give the counties. You can either
19 say yay or nay. Thank you.
20 We're going to move on now to item number 11(a).
21 This is going to be vehicle donations. And how do
22 y'all want to do this? Do y'all want to do them one at
23 a time or ---
24 JIMMY DAVIS: All together.
25 TOMMY DUNN: Huh?
26 JIMMY DAVIS: Just do them
27 all together.
28 TOMMY DUNN: Okay. All
29 together.
30 BRETT SANDERS: (Inaudible.)
31 TOMMY DUNN: Mr. Sanders
32 makes a motion to combine them all. And you're moving
33 it forward; right? Second by Councilman Jimmy Davis.
34 Now open the floor up for discussion. I just want, for
35 the record -- or not for the record but to say I can't
36 help, you know, everybody comes to Anderson County
37 wanting something again. We're owed over a million
38 dollars, we've got to give them a vehicle. Then we've
39 got to give the city of Anderson who really helps us
40 out and gives us some good things. And give our fire
41 department some things. And we'll be taking care of
42 our own. I said my piece. I wouldn't have felt good
43 tonight if I didn't. That's it. Anybody else got
44 anything? All in favor of the motion show of hands.
45 All opposed like sign. Show the motion carries
46 unanimously.
47 Moving on now to requests by Council members.
48 Councilman Jimmy Davis.
49 JIMMY DAVIS: Nothing, sir.
50 TOMMY DUNN: Thank you.

1 Councilman Brett Sanders.
2 BRETT SANDERS: Thank you, Mr.
3 Chairman. If I may I'd like to combine these two. Out
4 of my special appropriations account, I would like to
5 appropriate \$1,000.00 to Anderson Lights of Hope; and
6 \$300.00 for the Hejaz Shrine Circus. I put that in the
7 form of a motion, sir.
8 CINDY WILSON: Second.
9 TOMMY DUNN: Have a motion
10 by Mr. Sanders; second Ms. Wilson. Any discussion?
11 All in favor of the motion show of hands. All opposed
12 like sign. Show the motion carries unanimously.
13 We're moving on to Councilman Glenn Davis.
14 GLENN DAVIS: Thank you, Mr.
15 Chairman. If I may combine my two. Anderson Lights of
16 Hope, out of District 2 special rec account, Anderson
17 Lights of Hope \$1,000.00; Hejaz Shrine Circus \$500.00.
18 And I put that in the form of a motion.
19 CINDY WILSON: Second.
20 BRETT SANDERS: Second.
21 TOMMY DUNN: Have a motion
22 by Mr. Glenn Davis and second by Ms. Wilson. Any
23 discussion? All in favor of the motion show of hands.
24 All opposed like sign. Show the motion carries
25 unanimously.
26 Moving on now to Councilman Elgin.
27 GREG ELGIN: Yes, sir. From
28 District 3, I'd like to do both as one, Anderson Lights
29 of Hope \$500.00; and Hejaz Shrine Circus \$300.00. I
30 make that in the form of a motion.
31 TOMMY DUNN: We have a
32 motion. Do we have a second?
33 BRETT SANDERS: Second.
34 TOMMY DUNN: Second
35 Councilman Sanders. Any discussion? All in favor of
36 the motion show of hands. All opposed like sign. Show
37 the motion carries unanimously.
38 We're going to move on now to Councilman Wilson.
39 Ms. Wilson.
40 CINDY WILSON: Thank you, Mr.
41 Chairman. If I may combine both. For Anderson Lights
42 of Hope \$200.00; and Hejaz Shrine Circus \$200.00, out
43 of District 7's recreation account. And I put that in
44 the form of a motion.
45 TOMMY DUNN: Thank you, Ms.
46 Wilson. Do we have a second?
47 GREG ELGIN: Second.
48 TOMMY DUNN: Second
49 Councilman Elgin. Any discussion? All in favor of the
50 motion show of hands. All opposed like sign. Show the

1 motion carries unanimously.

2 Out of District 5's special appropriation account,
3 I'd like to do \$300.00 to Hejaz Shriner's Circus. And
4 what this is, they buy tickets for underprivileged kids
5 to go to the circus. And secondly, \$1,000.00 to
6 Anderson Lights of Hope. I put that in the form of a
7 motion.

8 BRETT SANDERS: Second.

9 CINDY WILSON: Second.

10 TOMMY DUNN: Second by

11 Councilman Elgin. Any discussion? All in favor of the
12 motion show of hands. All opposed like sign. Show the
13 motion carries unanimously.

14 I'm sorry. Councilman Wright. I didn't want you
15 to spend no money tonight.

16 JOHN WRIGHT: Saving it for
17 the next time.

18 TOMMY DUNN: I bet you was
19 hoping I wouldn't call on you.

20 JOHN WRIGHT: I'd like to put
21 both of these in the form of one motion. From District
22 1's special rec account, I'd like to appropriate
23 \$1,000.00 to the Anderson Lights of Hope; and \$500.00
24 to the Hejaz Shrine Circus. And put that in the form
25 of a motion.

26 BRETT SANDERS: Second.

27 TOMMY DUNN: Have a motion
28 by Councilman Wright and second by Mr. Sanders. Any
29 discussion? All in favor of the motion show of hands.
30 All opposed like sign. Show the motion carries
31 unanimously.

32 Thank y'all.

33 We're going to move on now to the Administrator's
34 report.

35 RUSTY BURNS: Nothing at this
36 time, Mr. Chairman.

37 TOMMY DUNN: Can I ask you
38 just one thing, Mr. Burns. You ain't got to answer
39 now, just want you to be thinking about it. Are --
40 when I wasn't answering phone calls and things about
41 Asbury Park, it was about the East-West Connector. Is
42 there any -- is there a plan to do something about the
43 trees?

44 RUSTY BURNS: Yes, sir,
45 absolutely.

46 TOMMY DUNN: You ain't got
47 to say now. If you've got a plan I'd like for you to
48 just get with Mr. Wright. It's mostly in his district.
49 Where the rest of the Council can know. We should have
50 -- be prepared.

1 JOHN WRIGHT: Mr. Chair, I'd
2 like to second that. I've thought a lot about those
3 trees.
4 TOMMY DUNN: I have, too. I
5 couldn't even eat lunch Saturday. I thought I had got
6 all the phone calls, then Mr. Sanders goes and starts
7 talking about it.
8 Okay. Moving on. Citizens' comments. Anyone
9 wishing to speak, when Mr. Harmon calls your name,
10 please step forward. You have three minutes. And
11 please address the chair.
12 LEON HARMON: Mr. Chairman,
13 first speaker is Jill O'Connor.
14 JILL O'CONNOR: (Inaudible.)
15 TOMMY DUNN: Okay. Thank
16 you. Next.
17 LEON HARMON: No one else is
18 signed up, Mr. Chairman.
19 TOMMY DUNN: Thank you.
20 Moving on to remarks from Council members. Ms.
21 Wilson.
22 CINDY WILSON: Thank you, Mr.
23 Chairman. It is very reassuring to see some progress
24 on the Veterans Monument. That area has been really a
25 sad situation for a long time. And it's good to have
26 really good people and great ideas putting forth on
27 that. Hopefully we'll get something that truly honors
28 and recognizes our veterans before long. We'll do
29 whatever we can. Thank you.
30 TOMMY DUNN: Thank you, Ms.
31 Wilson. Councilman Wright.
32 JOHN WRIGHT: Nothing, sir.
33 TOMMY DUNN: Thank you.
34 Councilman Elgin.
35 GREG ELGIN: Nothing at this
36 time, sir.
37 TOMMY DUNN: Thank you.
38 Councilman Glenn Davis.
39 GLENN DAVIS: I'd just like
40 to say congratulations to the Westside Rams for their
41 State Championship. Thank you, sir.
42 TOMMY DUNN: Thank you.
43 Councilman Sanders.
44 BRETT SANDERS: Thank you, Mr.
45 Chairman. I would like to address those vehicles
46 again. I know that based on your comment, but we have
47 -- I'm glad to see a couple of hundred thousand miles,
48 207 and 218 thousand, the police department of Iva,
49 some of the fire stuff, Meals on Wheels. So I am happy
50 to see they're not sitting out in the bone yard; that

1 they are being recycled and put to use for the citizens
2 of Anderson County.
3 And Mr. Burns, before you leave, I have one
4 question, and I'll talk to you afterward. Thank you.
5 TOMMY DUNN: Councilman
6 Jimmy ---
7 BRETT SANDERS: And the
8 Christmas Tree Lighting Friday. Don't forget. It got
9 cancelled, so hopefully we won't have rain.
10 TOMMY DUNN: Councilman
11 Jimmy Davis.
12 JIMMY DAVIS: Nothing at this
13 time, sir.
14 TOMMY DUNN: Thank you.
15 JIMMY DAVIS: Mr. Harmon, I
16 do have a question for you afterward.
17 TOMMY DUNN: Appreciate
18 everything. Meeting be adjourned.
19
20 **(MEETING ADJOURNED AT 7:24 P.M.)**

ORDINANCE NO. 2023-033

AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO SUBLEASE AGREEMENT BETWEEN ANDERSON COUNTY, SOUTH CAROLINA, AND LAKE HARTWELL DEVELOPMENT GROUP LLC D/B/A THE SHORES OF ASBURY FOR THE ASBURY PARK SITE ON LAKE HARTWELL; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County Council has entered into a lease agreement (Lease No. DACW 21-1-20-0063) with the Secretary of the Army for the Asbury Recreation Area (“Asbury Park”) or (the “property”) on Lake Hartwell in Anderson County, South Carolina;

WHEREAS, Anderson County entered into the lease with the Secretary of the Army in anticipation of entering into a sublease of the property with Lake Hartwell Development Group, LLC (“LHDG”) for redevelopment of Asbury Park;

WHEREAS, Anderson County Council enacted Ordinance No. 2020-CP-037 on December 15, 2020, approving a sublease of the Property with LHDG;

WHEREAS, LHDG has requested that the sublease be amended to provide for branding of the redeveloped park as The Shores of Asbury by amending the sublease to show that the sublessee is Lake Hartwell Development Group LLC d/b/a The Shores of Asbury; and

WHEREAS, the Sublease Agreement refers to rent in paragraph 2 of that Agreement and the Parties now desire to enter into a Special Source Credit Agreement as provided by Ordinance No. 2023-031 and will require that paragraph 2 of the Sublease Agreement to reflect the requirements of the Special Source Credit Agreement; and

WHEREAS, the United States Army Corps of Engineers has indicated that it has or will consent to this amendment to the Sublease Agreement.

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

1. The Chairman of the Anderson County Council and the County Administrator are hereby authorized to execute any and all documents to approve the First Amendment to Sublease Agreement between Anderson County and Lake Hartwell Development Group LLC d/b/a The Shores of Asbury substantially in the form attached hereto as **Exhibit A.**

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 16th day of January, 2024.

ATTEST:

FOR ANDERSON COUNTY:

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts, Clerk to Council

APPROVED AS TO FORM:

Leon C. Harmon
Anderson County Attorney

1st Reading: August 15, 2023

2nd Reading: December 5, 2023

3rd Reading: January 16, 2024

Public Hearing: December 5, 2023

**FIRST AMENDMENT TO
SUBLEASE AGREEMENT
BETWEEN ANDERSON COUNTY AND
LAKE HARTWELL DEVELOPMENT GROUP, LLC D/B/A
THE SHORES OF ASBURY
LEASE NO. DACW21-1-20-0063
HARTWELL LAKE PROJECT
ANDERSON COUNTY, SOUTH CAROLINA**

This SUBLEASE AGREEMENT is made and entered into by and between Anderson County, (hereinafter referred to as “SUB-LESSOR”) and Lake Hartwell Development Group, LLC d/b/a The Shores of Asbury., (hereinafter referred to as “SUB-LESSEE”).

In consideration of the mutual covenants and agreements set forth in this SUBLEASE and for other good and valuable consideration, the receipt of which is hereby acknowledged, SUB-LESSOR does hereby sublease to SUB-LESSEE and SUB-LESSEE does hereby sublease from SUB-LESSOR the premises generally described as follows:

Approximately 35 acres of land and water area under the primary jurisdiction of the Department of the Army in the Hartwell Project Area, hereinafter referred to as the premises as shown on attached **Exhibit “A”**, for public park and recreational purposes from the Department of the Army of the United States; on Hartwell Lake, Anderson County, South Carolina (hereafter referred to as the “PREMISES”).

1. TERM

The term of this SUBLEASE is twenty-five years (25) years, beginning on December 15, 2020 and ending on December 14, 2045, unless sooner terminated as provided for in this SUBLEASE and in no case shall the SUBLEASE exceed the term of the Prime Lease DACW21-1-20-0063 (hereinafter referred to as “LEASE”). SUBLESSEE will receive first right of refusal for any extension of the LEASE. SUBLESSOR agrees to negotiate with the ARMY Corps of Engineers for a lease extension starting no later than 20 years from the date of this sublease agreement.

2. RENT SPECIAL SOURCE CREDIT AGREEMENT FEE PAYMENTS

SUB-LESSEE agrees to pay to the SUB-LESSOR rental payments in the amount of one dollar per year and pay to SUB-LESSOR a fee in accordance with the Special Source Credit Agreement between the Company and the County approved by Ordinance No. 2023-031. This fee is being paid to SUB-LESSOR in lieu of all county property taxes on all taxable improvements made on the PREMISES.

3. FEES

Fees may be charged by the SUB-LESSEE for use of the premises or any facilities, however, no user fees may be charged by the SUB-LESSEE or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

4. SUBLEASE

SUB-LESSEE accepts this SUBLEASE subject to all of the terms and conditions of a certain Lease Agreement, Supplemental Agreement, Extension or Modification of the Lease for the property described in the U.S. Army Corps of Engineers Lease No. DACW21-1-20-0063, under which the SUB-LESSOR holds the premises as Lessee. SUB-LESSEE is hereby charged at all times with full knowledge of all the limitations and requirements of above said lease, and the necessity for correction of deficiencies, and with compliance with requests by the Government. Sublease is subject to the prime Lease, and all activities must be approved by the District Engineer. In the event of a conflict between the prime lease and the sublease, the prime lease shall be the controlling document. SUB-LESSEE covenants that it will do no act or thing which would constitute a violation of said Lease or any renewal, modification, or subsequent Lease the SUB-LESSOR may have with the Government.

5. USE OF PREMISES

SUB-LESSEE shall use the Leased Premises for recreational purposes. SUB-LESSEE shall not commit any waste nor create any nuisance on the Leased Premises and shall comply with all rules and regulations as established by the SUB-LESSOR. SUB-LESSEE shall comply with all applicable rules and regulations of governmental agencies and health department concerning the SUB-LESSEES use of the PREMISES.

6. MAINTENANCE

SUB-LESSEE shall at its sole expense maintain and keep the premises, structures and surrounding area in good condition and state of repair and shall leave the Leased Premises in essentially the same condition as it was when delivered to the SUB-LESSEE by the SUB-LESSOR. SUB-LESSEE shall pay all utility charges for electric, water, heat, gas, and telephone service used on the Leased Premises directly to the appropriate utility company/corporation. SUB-LESSEE shall pay the pro-rate share of the cost of trash removal services from the Leased Premises relating to its operation.

7. INSURANCE

SUB-LESSEE shall maintain and pay all property and liability insurance and any other insurance necessary and prudent for normal operation of the facilities on the premises, including but not limited to workers' compensation insurance. SUB-LESSEE shall furnish the SUB-LESSOR with a copy of a Certificate of Insurance with SUB-LESSOR furnishing a copy to U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), 100 West Oglethorpe Ave, Savannah, Georgia 31401, naming the SUB-LESSOR and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00.

8. INDEMNITY OF SUB-LESSOR AND GOVERNMENT

SUB-LESSOR AND GOVERNMENT shall not be liable to SUB-LESSEE or to SUB-LESSEE'S employees, agents, officers, directors, invitees, customers and/or visitors for any injury to persons or damage to property on or about the Premises caused

by the negligence or misconduct of the SUB-LESSEE or its employees, customers, invitees, or any other person arising out of the use of the Premises by the SUB-LESSEE and SUB-LESSEE agrees to indemnify and hold the SUB-LESSOR AND GOVERNMENT harmless from any claims or damages arising from such injury or damage.

9. DEFAULT

If SUB-LESSEE shall allow any payment obligation under this SUBLEASE to be in arrears or be in default under any of the other terms or conditions set forth in this SUBLEASE for a period of more than fifteen (15) days after written notice of such delinquency, SUB-LESSOR may without further notice to the SUB-LESSEE terminate this SUBLEASE and re-enter and take possession of the Premises without being deemed guilty of trespass.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASES

SUB-LESSEE may not assign, sublet, transfer, or in any manner encumber this SUBLEASE without the prior written approval of the SUB-LESSOR and written consent by the Government.

11. NOTICES

All notices required hereunder must be given by certified or registered mail addressed to the proper party at the following address:

SUB-LESSOR: Anderson County
 ATTN:County Administrator
 P.O. Box 8002
 Anderson, SC 29622

SUB-LESSEE: Lake Hartwell Development Group, LLC d/b/a
 The Shores of Asbury
 ATTN:Karen Alayne McCullough
 1600 Asbury Park Road
 Anderson, SC 29625

12. NON-DISCRIMINATION

a. The SUB-LESSEE shall not discriminate against any person or persons or exclude them from participation in the SUB-LESSEE's operations, programs or activities conducted on the premises, because of race, color, religion, sex, age, handicap, or national origin. The SUB-LESSEE will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The SUB-LESSEE, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age

Exhibit A

Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1 and Army Regulation 600-7. This assurance shall be binding on the SUB-LESSEE, its agents, successors, transferees, sub-lessees and assignees.

13. PROHIBITED USES

The SUB-LESSEE will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The SUB-LESSEE will not subdivide nor develop the premises into private residential development

14. ENTIRE AGREEMENT

This SUBLEASE and Lease No. DACW21-1-20-0063, and any amendments thereto now or in the future, represents the entire agreement of the parties and no modification, amendment, or alteration of the terms of this agreement shall be binding unless in writing and duly executed by all the parties.

This SUBLEASE AGREEMENT is hereby executed this _____ day of _____, 20_____.

SUB-LESSEE: Lake Hartwell Development
Group, LLC d/b/a
The Shores of Asbury

By: _____

Title: _____

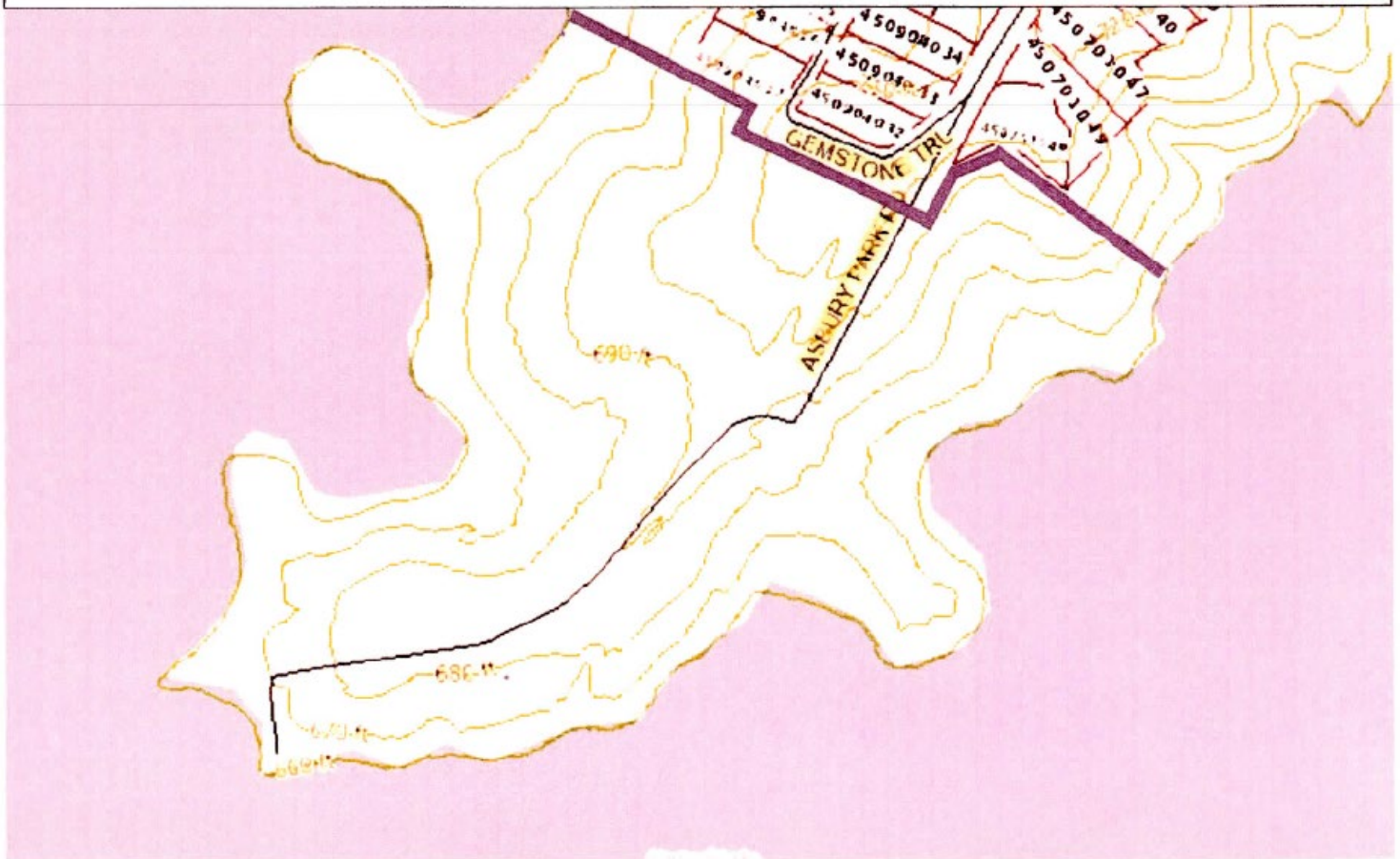
SUB-LESSOR: Anderson County

By: _____

Title: County Administrator

REAL PROPERTY DESCRIPTION

Exhibit A: Asbury Park Site Boundary 35.5 acres
Anderson SC (not to scale)



ORDINANCE NO. 2023-052

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY AND PROJECT TRUST PROVIDING FOR PAYMENTS IN LIEU OF TAXES, THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS, THE INCLUSION OF THE PROPERTY IN A MULTI-COUNTY PARK; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Anderson County, South Carolina (the “County”) acting by and through its County Council (the “Council”) is authorized by Title 4 Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), to provide special source revenue credits to offset payments in lieu of taxes, for the purpose of defraying the costs of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or certain projects or for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

WHEREAS, the company known to the County as Project Trust (the “Company”) is considering the location of a company production facility in the County that would require an investment of approximately \$4,700,000 that is anticipated to result in the creation of approximately 60 new, full-time jobs in the County (the “Project”); and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the site on which the Project is located, to the extent not already therein located, in a multi-county industrial and business park (a “Park”) established by the County pursuant to qualifying agreement with Greenville County, South Carolina dated as of December 1, 2010 (the “Park Agreement”); and

WHEREAS, in order to induce the location of the Project in the County, the Company has requested and the County has agreed to enter into an Infrastructure Credit Agreement (the “Agreement”) to provide for certain special source revenue credits (“SSRC”) in two parts: Part I SSRCs equal to the difference between the gross payments in lieu of tax due and payments in lieu of tax that would have been due under a traditional fee in lieu of tax arrangement, and Part II SSRCs equal to 15% of the payments in lieu of taxes associated with the Project for a period of five years

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

1. The County hereby approves the Agreement in the form attached hereto as Exhibit A, together with such changes as are not materially adverse to the County, upon the advice of the County Attorney, and the County Chair, County Administrator and Clerk to Council are hereby authorized and directed to execute and deliver the Agreement to the Company.

2. The County hereby approves amending the the Park Agreement to add the Project to the Park, and the County Chair, County Administrator and Clerk to Council are hereby authorized and directed to execute and deliver such amendment to the Company.

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

4. The Council Chair, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement and the performance of all obligations of the County under and pursuant to the Agreement.

5. The provisions of this ordinance are separable, and if any section, phrase, or provision is declared by a court of competent jurisdiction to be invalid or unenforceable, the declaration shall not affect the validity of the remainder of the sections, phrases, and provisions in this ordinance.

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

7. This ordinance is effective upon public hearing and third reading.

AND IT IS SO ORDAINED, this ____ day of _____, 2023.

ANDERSON COUNTY,
SOUTH CAROLINA

Tommy Dunn, Chairman

ATTEST:

Rusty Burns
County Administrator

Renee Watts, Clerk
Anderson County Council

READINGS:

First reading: _____, 2023
Second reading: _____, 2023
Public hearing: _____, 2023
Third reading: _____, 2023

EXHIBIT A
INFRASTRUCTURE CREDIT AGREEMENT

SPECIAL SOURCE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA

and

CAROLINA STRUCTURAL SYSTEMS LLC,
a North Carolina company

Dated as of December 4, 2023

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of December 4, 2023 (the "Agreement"), between ANDERSON COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"), and CAROLINA STRUCTURAL SYSTEMS LLC, formerly identified as PROJECT TRUST, a company organized and existing under the laws of the State of North Carolina (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized by Sections 4-1-175, 4-12-30(K)(3), and 4-29-68 of the Code of Laws of South Carolina, 1976, as amended, to provide financing or reimbursement of expenses, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for, in this instance, improved and unimproved real estate used for the distribution and assembly of fasteners in order to enhance the economic development of the County; and

WHEREAS, the Company, previously known to the County as Project Pack, desires to locate a company production facility in the County that requires an investment of approximately \$4,700,000, not including the purchase price of the existing building, and that is anticipated to result in the creation of approximately 60 new, full-time jobs in the County at the Project Site (the "Project"); and

WHEREAS, in order to induce the location of the Project in the County, the Company has requested and the County has agreed to enter into this Special Source Credit Agreement (the "Agreement") to provide for certain special source revenue credits ("SSRCs") in two parts: Part I SSRCs equal to the difference between the gross payments in lieu of tax due and payments in lieu of tax that would have been due under a traditional fee in lieu of tax arrangement, and Part II SSRCs equal to 15% of the payments in lieu of taxes associated with the Project for a period of five years (net of the Part I SSRCs),.

WHEREAS, the County has previously caused the property subject to this Agreement to be placed in a joint county industrial business park (the "Park") entered into between the County and Greenville County by entering into an Agreement for Development of the Joint County Industrial Park, as amended from time to time (the "Park Agreement"), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by an ordinance duly enacted by the County Council on December 4, 2023, following a public hearing held on December 4, 2023, in compliance with the terms of the Act (as defined herein).

NOW, THEREFORE, in consideration of the representations and agreements

hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Act" shall mean, collectively, Title 4, Chapter 29, Title 4, Chapter 12, and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended, and all future acts amendatory thereof.

"Affiliate" shall mean any entity that controls, is controlled by, or is under common control with the Company.

"Agreement" shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"Authorized Company Representative" shall mean any person or persons at the time designated to act on behalf of the Company by a written certificate furnished to the County containing the specimen signature of each such person and signed on behalf of the Company by its Corporate Officer.

"Authorized County Representative" shall mean the County Administrator or such other person or persons at the time designated to act on behalf of the County by a written certificate furnished to the Company containing the specimen signature of each such person and signed on behalf of the County by its County Administrator and the Clerk to County Council.

"Anderson Fee Payments" shall mean payments in lieu of taxes made to the County with respect to the Project by the Company, as required by the Park Agreement, minus payments due to Greenville County.

"Commencement Date" shall mean the last day of the Company's tax year in which assets constituting a part of the Project are initially placed in service.

"Company" shall have the meaning hereinabove assigned.

"Confidential Information" shall have the meaning set forth in Section 7.10 herein.

"Cost" or *"Cost of the Infrastructure"* shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and

installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

"Infrastructure" shall mean such of the Project's real estate, buildings, site improvements, internal roads, parking and all improvements thereon, as are permitted under the Act, whether owned by the Company or not.

"Investment Period" shall mean the period beginning with the Company's tax year ending December 31, 2023 and ending five years after the Commencement Date.

"Investment Target" shall mean the investment by the Company of \$4,700,000 within the Investment Period, but excluding the purchase cost of the existing facility.

"Ordinance" shall mean the ordinance enacted by the County Council on December 4, 2023 authorizing the execution and delivery of this Agreement.

"Park" shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of the Joint County Industrial and Business Park between the County and Greenville County, South Carolina, as amended or supplemented from time to time.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

"Project" shall have the meaning set forth in the recitals.

"Project Site" shall mean the land described in Exhibit A attached hereto.

"Repayment Amount" shall have the meaning set forth in Section 3.05.

"SSRC" shall mean the credit against the Company's fee in lieu of tax payments, to reimburse the Company for the Cost of the Infrastructure, in the amounts set forth in Section 3.03 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion of the Cost of the Infrastructure, including the purchase of improved real property, for the purpose of promoting the economic development of the County.

(c) The County is not in default under any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) The authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not, to the County's knowledge, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) The execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the County's knowledge, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the South Carolina Constitution or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound; there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, known to the County which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of

the County is there any basis therefor.

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

(a) The Company is a North Carolina corporation, validly existing, and in good standing, has power to enter into this Agreement, and by proper company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The reimbursement of a portion of the Cost of the Infrastructure by the County has been instrumental in inducing the Company to make additional capital investment in the County and in the State of South Carolina.

(e) The Company will invest not less than the Investment Target in the Project, prior to the end of the Investment Period.

(f) The Company will use commercially reasonable efforts to continuously operate a manufacturing facility in the County.

SECTION 2.03. Covenants of County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X,

Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of the South Carolina.

ARTICLE III

SPECIAL SOURCE TAX CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to initially pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company currently estimates that the total Cost of the Infrastructure is approximately \$4,700,000. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company whether or not the SSRC is sufficient to reimburse all of the Cost of the Infrastructure, paid by, or caused to be paid by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

SECTION 3.02. Completion of Infrastructure. The Company shall notify the County of the date on which the initial Infrastructure is substantially completed and the total cost thereof and certify that all costs of acquisition and construction of the Infrastructure then or theretofore due and payable have been paid and the amounts which the Company shall retain for payment of Costs of the Infrastructure not yet due or for liabilities which the Company is contesting or which otherwise should be retained.

SECTION 3.03. Special Source Revenue Credit.

(a) To assist in paying for costs of Infrastructure, the County shall provide SSRCs in two parts: Part I SSRCs equal to Forty-One percent (41%) of the payments in lieu of tax due for the next Thirty (30) years, and Part II a SSRCs equal to 15% of the payments in lieu of taxes associated with the Project for a period of five years (after the application of the Part I SSRCs). The Infrastructure Credits shall apply to reduce the Anderson Fee Payments otherwise due. In exchange for the SSRCs, the Company hereby waives the manufacturing abatement. If it is legally determined that the manufacturing abatement cannot be waived, the SSRCs shall be reduced by the amount of the abatement.

In order to facilitate the provision of the SSRCs, the Company shall file a separate Schedule A with its annual PT-300 property tax return (or successor form) and shall file copies of such return with the County Auditor, Assessor, and Treasurer on or before June 30 of the property tax year in which an SSRC is to be claimed, together with a written certification in the form attached hereto as Exhibit B claiming the credit for such year. The separate Schedule A (or successor form) shall list only investments placed in service during the Investment Period. Failure to file copies of the applicable property tax return and certification prior to June 30 of each year shall constitute a waiver of the SSRCs for that year. For example, and by way of example only, the Company must file copies of its PT-300 property tax return and written certification claiming SSRCs for the 2024 property tax year with the County, on or before June

30, 2024.

(b) THIS AGREEMENT AND THE SSRCS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE SSRCS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE ANDERSON FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE SSRCS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE SSRCS.

(c) All fee-in-lieu of *ad valorem* taxes pursuant to the Park Agreement received by the County for property added to the Park prior to November 16, 2020 shall be distributed in accordance with Section 3 of Ordinance 2010-026 and Paragraph 7 of the Park Agreement. All fee-in lieu of *ad valorem* taxes pursuant to the Park Agreement received by the County for Park premises located in the County and attributable to Park property added on and after November 16, 2020 shall be distributed, net of special source credits provided by the County pursuant to Section 4-1-175 of the Code of Laws of South Carolina, 1976, as amended (“Net Park Fees”) as follows: First, 15% of Net Park Fees shall be deposited to Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund of the County, and Third, remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an old *ad valorem* property tax in any of the areas comprising the County’s portion of the 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 3.04. Cumulative SSRC. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the SSRCS received by the Company.

SECTION 3.05. Clawback.

(a) If the Company does not invest and maintain a capital investment of at least \$2,500,000 in the County as of the end of the Investment Period, this Agreement shall terminate, and the Company shall be obligated to repay to the County the total amount of SSRCS received, together with interest at the statutory rate for underpayments of property tax.

(b) If the Company does not invest and maintain a capital investment of \$4,700,000 in the County as of the December 31, 2023 or fails to create and maintain at least 48 new, full-time jobs in the County as of December 31, 2026, the Company shall forfeit the remaining Part II SSRC.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT TITLE TO INFRASTRUCTURE

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

- (i) A copy of the Ordinance, duly certified by the Clerk of the County Council under its corporate seal to have been duly enacted by the County and to be in full force and effect on the date of such certification; and
- (ii) Such additional certificates (including appropriate no-litigation certificates and certified copies of ordinances, resolutions, or other proceedings adopted by the County), instruments or other documents as the Company may reasonably request.

SECTION 4.02. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent or subsequent ratification of the County, which may be given by resolution, and which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an Affiliate of the Company so long as the Company provides written consent of the assignment, and the Affiliate agrees in a signed writing delivered to the County to assume all duties and obligations of the Company hereunder.

ARTICLE VI

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default The following are “Events of Default” under this Agreement:

- (a) Failure by the Company or its successor to make payments in lieu of taxes in accordance with the Park Agreement and applicable law, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;
- (b) A cessation of operations of the Project, meaning a closure of the Project for a continuous period of six (6) months;
- (c) A representation or warranty made by the Company which is deemed materially and adversely incorrect when deemed made;
- (d) A representation or warranty made by the County which is deemed materially and adversely incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

SECTION 6.02. Legal Proceedings by Company. Upon the happening and continuance of any Event of Default by the County, then and in every such case the Company in its discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the County to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit at law to enforce the contractual agreement contained herein;
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights; or
- (e) terminate the Agreement.

SECTION 6.03. Remedies of the County. Upon the happening and continuance of an Event of Default by the Company, the County, in every such case, shall be entitled to terminate this Agreement and to take such action as is permitted by law for collection of past due taxes or payments in lieu of taxes.

SECTION 6.04 Reimbursement of Legal Fee and Other Expenses. On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

SECTION 6.05. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.06. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article VI to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the SSRCS shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the SSRCS or the Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.05. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by United States first-class registered mail, postage prepaid, addressed as follows:

- (a) if to the County: Anderson County, South Carolina
Attn: County Administrator

178 Mill Street
Anderson, SC 29709
(843) 623-2535

with copies to:

- (b) if to the Company: Carolina Structural Systems LLC

with a copy to:

J. Wesley Crum, III, P.A.
202 Nantallah Trail
Mauldin, SC 29662
Attn: J. Wesley Crum III

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.10 Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on reasonable prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the investment or job requirements hereunder; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“Confidential Information”) and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as “Confidential Information.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges 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. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 7.10. Indemnity.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its reasonable costs, including reasonable attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County

having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(f) The Company shall reimburse the County for any reasonable administrative expenses incurred in connection with the negotiation, implementation, or enforcement of this Agreement promptly upon written notice thereof, including but not limited to reasonable attorneys' fees. Failure to provide such reimbursement within thirty (30) days after written notice thereof shall constitute an Event of Default hereunder.

SECTION 7.11. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members 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 for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

SECTION 7.12. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the SSRCs and payment by the Company of any outstanding Anderson Fee Payments due on the Project pursuant to the terms of this Agreement.

SECTION 7.13. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

***[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]***

IN WITNESS WHEREOF, Anderson County, South Carolina, has caused this Agreement to be executed by the Chairman of County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council and Waste Management Services of the Carolinas has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

ANDERSON COUNTY, SOUTH CAROLINA

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

ATTEST:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

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

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

CAROLINA STRUCTURAL SYSTEMS LLC

Signature: _____

Name: _____

Title: _____

[SIGNATURE PAGE 2 TO SPECIAL SOURCE CREDIT AGREEMENT]

EXHIBIT A

EXHIBIT B
ANNUAL CERTIFICATION

Ordinance #2024-003

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 1.5 +/- acres from Residential Agricultural to Rural Commercial District on a parcel of land, identified as address in the Three and Twenty Precinct shown in Deed Reference 12274 33. The parcel is further identified as TMS # 165-00-07-008.

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 RA to C-1R for +/- 1.5 acres of TMS #165-00-07-008 described above; and,

Whereas, the Anderson County Planning Commission has held a duly advertised Public Hearing on January 9, 2024, during which it reviewed the proposed rezoning from to R-A to C-1R +/- 1.5 acres of TMS #165-00-07-008 described above; and,

Whereas, the Anderson County Council has duly advertised and held a Public Hearing on February 6, 2024, 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 from R-A to C-1R +/- 1.5 acres of TMS #165-00-07-008 described above.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ATTEST: Ordinance 2024-003

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM:

Anderson County Attorney

1 st Reading:	January 16, 2024
2 nd Reading:	February 6, 2024
3 rd Reading:	February 20, 2024
Public Hearing:	February 6, 2024

**Anderson County Planning Commission
Staff Report
January 9, 2024**

Applicant: Grant Sullivan

Current Owner: Same as above

Precinct: Three and Twenty

TMS#: 165-00-07-008

Acreage: 1.5 acres

Council District: District (4)

Current Zoning: Residential Agricultural (R-A)

Requested Zoning: Rural Commercial District. (C-1R)

The purpose of this district is to provide for commercial activity in areas which are generally rural in character and for the convenience of local residents in rural areas. This district shall not be applied in those areas of Anderson County which are identifiable as urban in character, or which possess facilities necessary for extensive urban growth and development.

Surrounding Zoning: All surrounding properties as zoned Residential Agricultural (R-A).

Evaluation: The request is to rezone the parcel to C-1R to construct a restaurant and market facility. The existing restaurant was constructed prior to the implementation of the R-A Zoning. Due to the size of the proposed restaurant, the applicant is unable to request a special exception. Under Chapter 48, Section 6:2-Nonconforming uses of land or structures existing at the time of initial adoption of the precinct zoning map shall not hereafter be enlarged or extended in any way except as outlined below: Legally nonconforming structures containing less than 2,400 square feet of floor area and occupying more than two acres may

expand by a maximum of 25 percent of the portion of the structure dedicated to the nonconforming use at the time of the adoption of this amendment, or to a total of 3,000 square feet, whichever is greater.

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

December 21, 2023. Rezoning notification postcards were sent to 42 property owners within 2,000' of the subject property.

December 21, 2023. Rezoning notification signs posted on subject property.

December 21, 2023. 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.



RECEIVED
12-1-23

Rezoning Application

Anderson County Planning & Development

12/1/2023

Date of Submission

Approved/Denied

Applicant's Information

Applicant Name: Grant Sullivan
Mailing Address: 7825 Old Greenville Hwy, Easley, SC 29642
Telephone: 803-521-4625
Email: grant@slabtowncafeandmarket.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:

12/1/2023

Owner's Signature

Date

Project Information

Property Location:	7801 Old Greenville Hwy, Easley, SC 29642		
Parcel Number(s)/TMS:	165-00-07-008-000		
County Council District:	CCD Four	School District:	Anderson One
Total Acreage:	1.5 AC	Current Land Use:	None
Requested Zoning:	C-1R	Current Zoning:	R-A
Purpose of Rezoning:	To operate a local cafe and market		

Are there any Private Covenants or Deed Restrictions on the

☐ Yes

☒ No

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

Grant Julli

12/1/2023

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: We would like to reopen a cafe and new marke which aims to supply local food and other products to the surrounding community. Our venture seeks to revive a cherished local landmark that previously operated as a cafe (Slabtown Cafe) but has remained unused for over 20 years. The revitalization of the Slabtown Cafe will serve as a hub for community engagement and access to local produce and products.

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 48 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.

Grant Julli

12/1/2023

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:

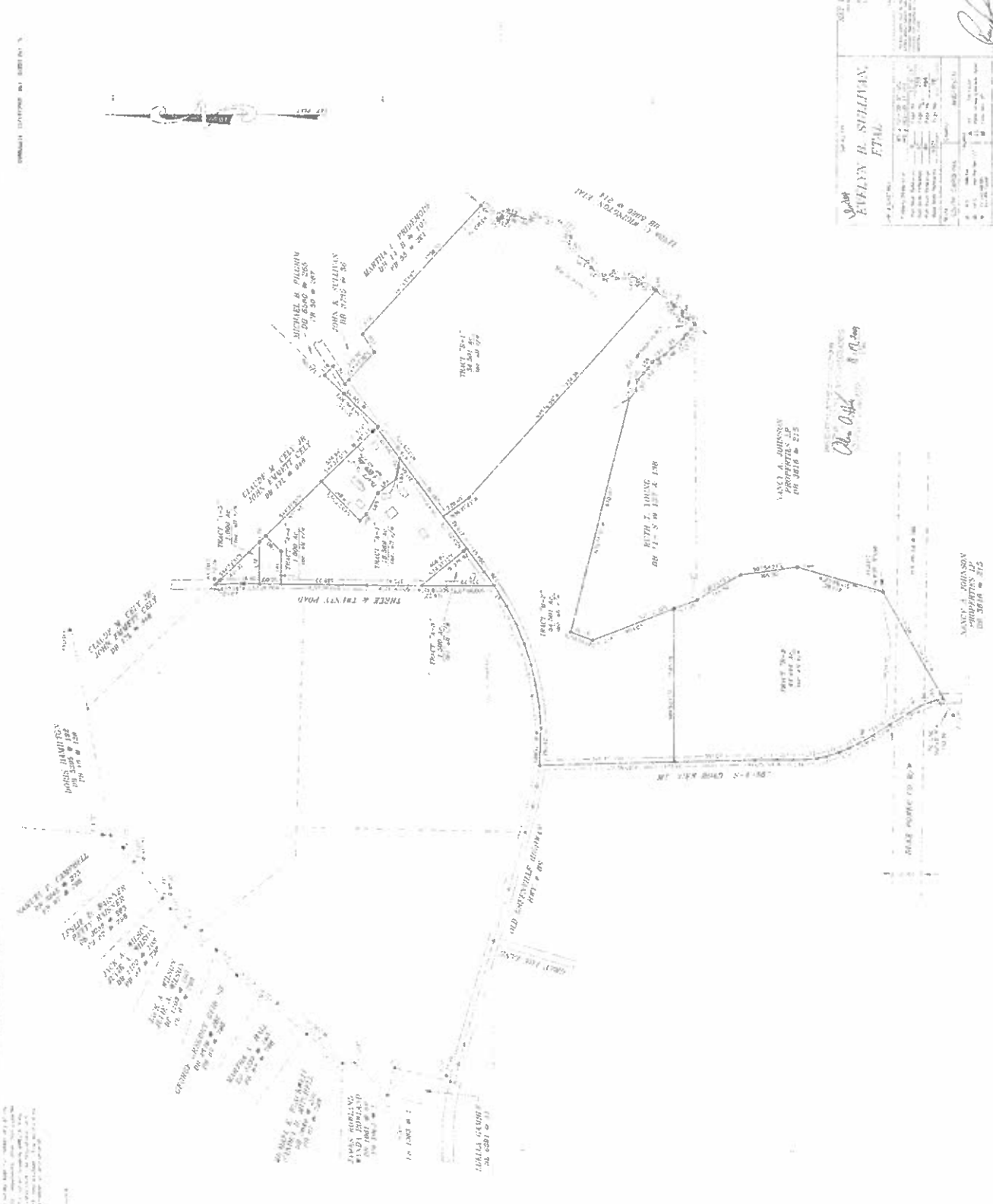
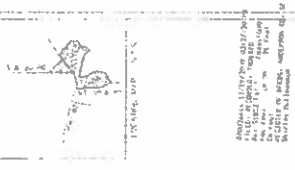
Application Received By: _____

Complete Submission Date: _____

Commission Public Hearing: _____

Council Public Hearing: _____

STANDARD MAPS AND SURVEYS



Survey of
Evelyn R. Sullivan
ETAL

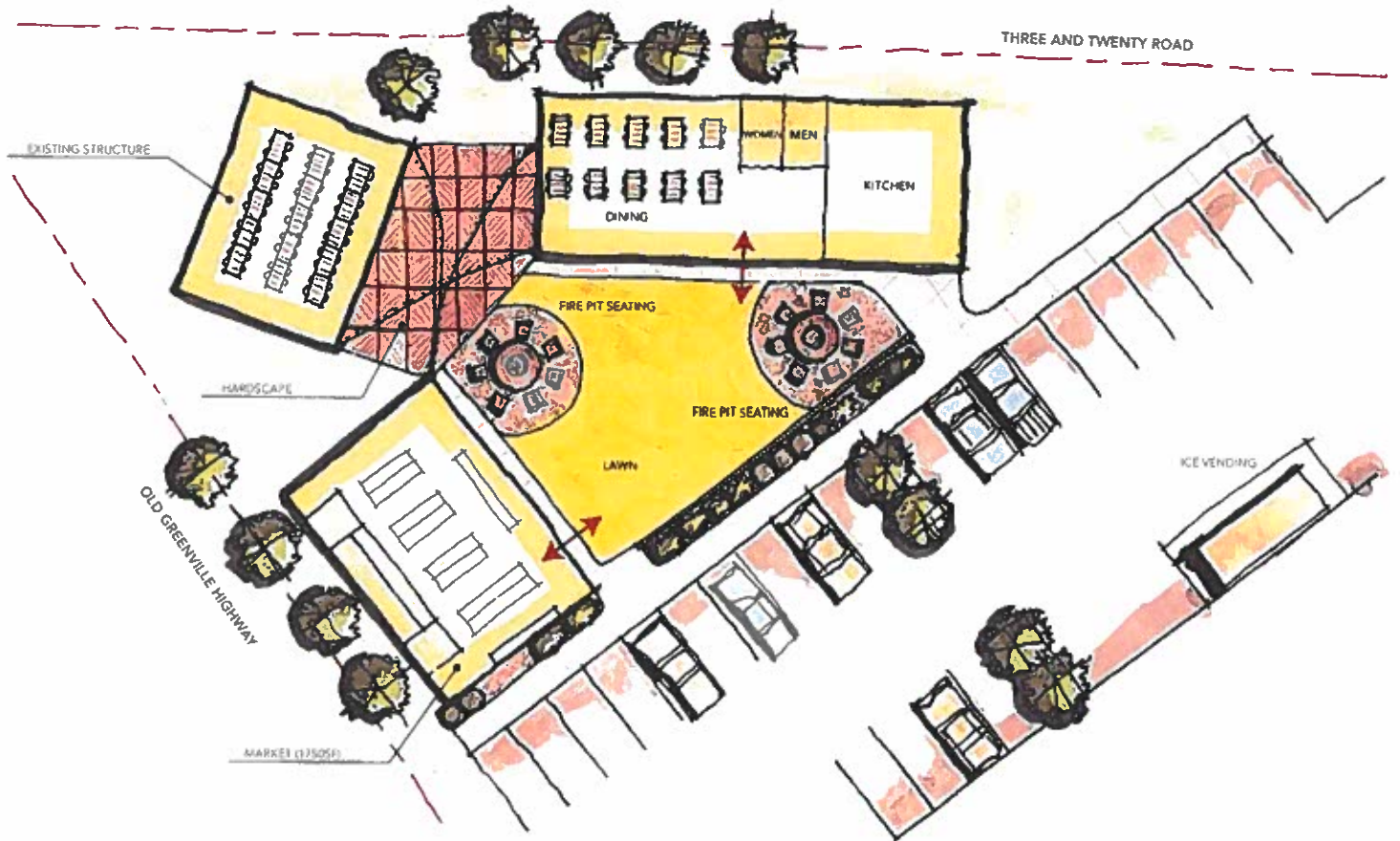
Chas. O. Sullivan
8 May

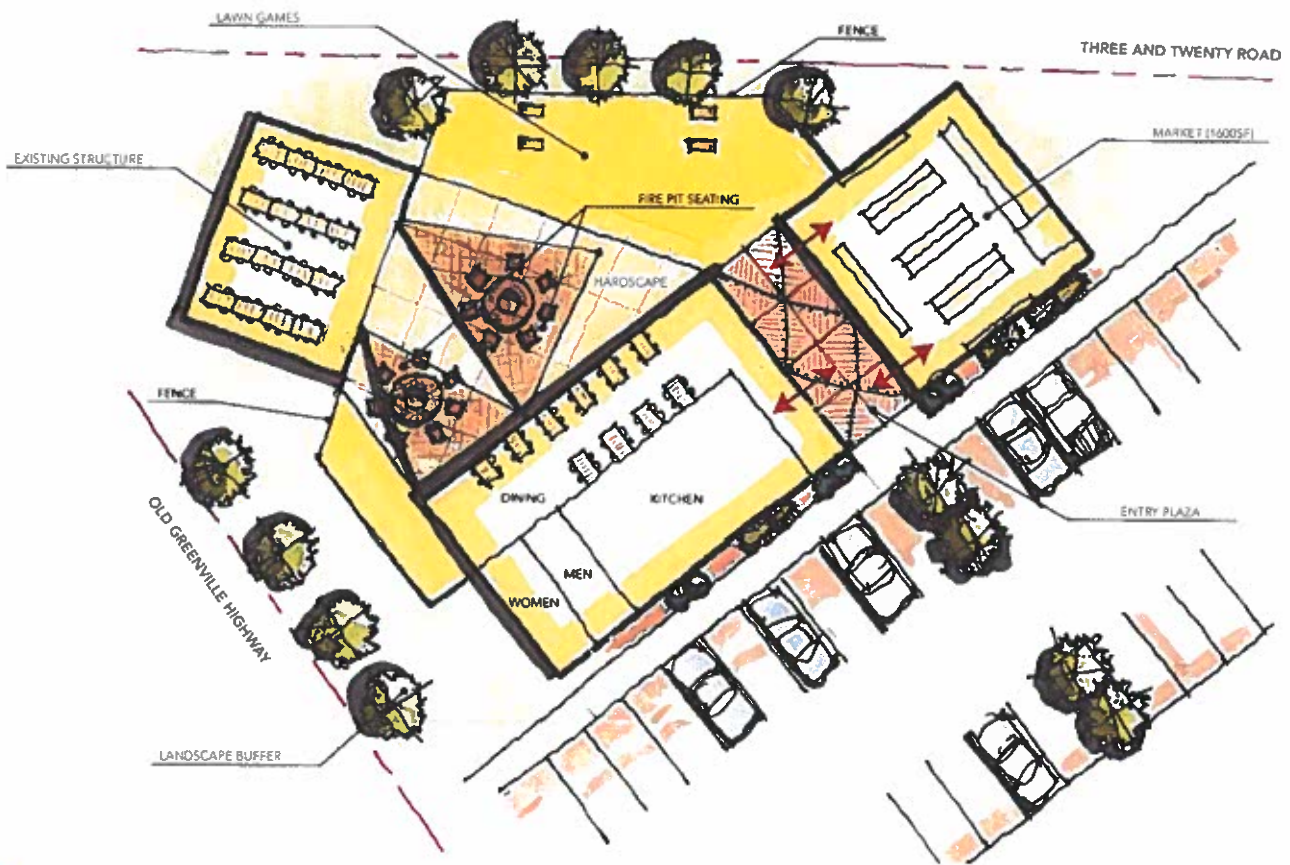
Nancy J. Johnson
8 May 1925

Nancy J. Johnson
8 May 1925

DATE MAPS AND SURVEYS	
Surveyed by	
Checked by	
Reviewed by	
Approved by	
Date	
Place	
Remarks	

NOTE: This plat was prepared on 11/24/24 and shows the Division of Township 14 N. & 36 E.





mcmillan
pacdan
smith
architecture

SLABTOWN CAFE
EASLEY, SOUTH CAROLINA

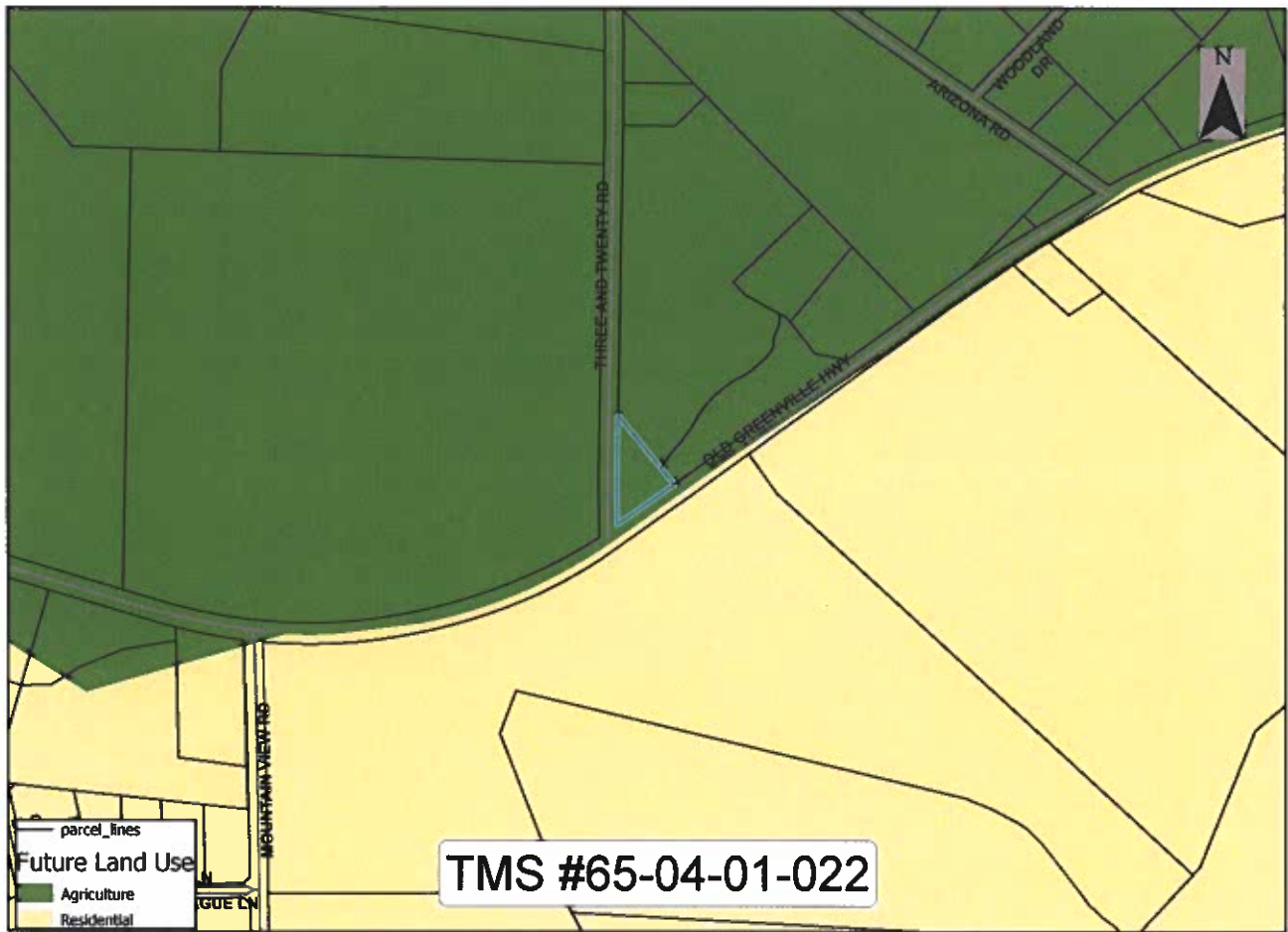
VIEW: OPTION 4
DATE: OCTOBER 2023







0 500 1,000 2,000 Feet



0 500 1,000 2,000 Feet

STATE OF SOUTH CAROLINA)
) WARRANTY DEED
COUNTY OF ANDERSON) NO TITLE EXAM

KNOW ALL MEN BY THESE PRESENTS that **Jimmy Roger Sullivan, Jr.** in consideration of five (\$5.00) dollars and no other consideration, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto **Michael Grant Sullivan, Jr.**, his fee simple absolute interest in the property known as:

All that certain piece parcel and lot of land lying and being on Highway 29, in the County of Anderson, State of South Carolina and known and designated as Tract A-3 containing 1.5 acres, more or less, on a plat by Perry Ran Dunn, PLS no. 19400 dated November 4, 2009, and recorded November 19, 2009 in the Register of Deeds Office for Anderson County on Plat Slide 1853 at Page 5 and having the courses and distances, metes and bounds as upon said plat appear, the description contained therein being incorporated by reference.

This being the same property conveyed to the Grantor by deed of Evelyn B. Sullivan dated December 5, 2012 and recorded in the Register of Deeds Office for Anderson County in Deed Book 10714 at Page 232 on December 7, 2012.

TMS # 165-00-07-008-000.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plats or on the premises.

Together with all and singular rights, members, hereditaments, and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee and the grantee's heirs, successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee and the grantee's heirs, successors, and assigns against the grantor and the grantor's heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's hand and seal this 19th day of April, 2016.

Signed, Sealed and Delivered in the presence of:

George E. LaFaye, IV
Pamela L. Martin
Pamela L. Martin

By Jimmy Roger Sullivan Jr

Grantees' Address
7825 Old Greenville Hwy
Easley SC 29642

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) **PROBATE**

Personally appeared the undersigned witness and made oath that she saw the within named grantors sign seal and as the grantors' act deliver the within deed and that she with the other witness subscribed above witnessed the execution thereof.

Jimmy Roger Sullivan Jr

SWORN to me this 19th
day of April, 2016

Pamela Martin
Notary Public for South Carolina
My Commission Exp. 1/23/22

Anderson County Planning Commission

January 9, 2024

6:00 PM

Staff Report – Preliminary Subdivision

368 property owners within 2000' of the proposed development were notified via postcard.

Preliminary Subdivision Name:	Crossvine Park
Intended Development:	Single Family (Conservation)
Applicant:	Davis & Floyd, Inc. on behalf of Forestar (USA) Real Estate Group, Inc.
Surveyor/Engineer:	Davis & Floyd
Location/Access:	Beckman Dr. (State)
County Council District:	2
Surrounding Land Use:	Residential
Zoning:	Un-zoned
Tax Map Number:	151-00-06-022
Number of Acres:	+/- 34.30 acres
Number of Lots:	112
Variance:	No

Traffic Impact Analysis:

Beckman Dr. is classified as a major collector with no maximum average vehicle trips per day. No roadway improvements are required to accommodate site traffic, please see attached traffic impact study.

Staff Recommendation: Sec. 24-335.

At the planning commission meeting during which the plat is scheduled to be discussed, the subdivision administrator shall present his recommendation to the planning commission. (Ord. No. 03-007, § 1, 4-15-03)



Development Standards Subdivision Plat Application

Anderson County Code of Ordinance
Chapter 24 Land Use

Scheduled Public Hearing Date: 1-9-2024

Application Received By: ME

Date: 12-1-2023

DS Number: 24-04

Thank you for your interest in Anderson County, South Carolina. This packet includes the necessary documents for review of subdivision development plans to be reviewed by county staff.

Should you need further assistance, please feel free to contact Development Standards between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday at (864) 260-4719

DEVELOPMENT STANDARDS REVIEW APPLICATION

Note: All plats must first be submitted to Development Standards. After submittal, plats will be distributed to the proper departments for review.

APPLICATIONS MUST BE SUBMITTED BY THE POSTED DEADLINE AND PRIOR TO 3:00 PM. INCOMPLETE APPLICATIONS OR APPLICATIONS SUBMITTED AFTER THE POSTED DEADLINE WILL NOT BE PROCESSED. THE SUBMITTED PLANS WILL NOT BE REVIEWED UNTIL THE APPLICATION/SUBMITTAL IS COMPLETE AND WILL BE PLACED ON THE NEXT REGULAR SCHEDULED AGENDA MEETING.

Proposed Subdivision Name: Crossvine Park

1. Name of Applicant: Davis & Floyd, Inc. on behalf of Forestar (USA) Real Estate Group, Inc.

Address of Applicant: 164 Milestone Way, Suite 200, Greenville, SC 29615

Telephone Number(s): (864) 527-9800 Email: bsmith@davisfloyd.com

2. Property Owner(s): Beckman Partners, LLC.

Address: 812 East Main Street, Spartanburg, SC 29302

Telephone Number(s): 864 490 6784 Email: triciachassen@forestar.com

3. Engineer/Surveyor(s): Bradley Smith, PE Email: bsmith@davisfloyd.com

Project Information

4. Project Location: 700 LF of the intersection of Beckman Drive & Highway 28 South

Parcel Number/TMS: Part of 1510006022 County Council District: 02 School District: 05

Total Acreage: 34.30 Number of Lots: 112 Intended Development: Residential

Current Zoning: Not Zoned Surrounding Land Uses: Residential

5. Have any changes been made since this plat was last before the Planning Commission? No

If so, please describe.

This is the first submittal of the preliminary plat

6. Is there a request for a variance? no If so, please attach the description to this application. (Variance Fee \$300.00)

7. SCDOT/ Roads & Bridges must be contacted for this development prior to Planning Commission review, please attach conformation letters.

A traffic impact study shall be required for access approval through the state and county encroachment permit process when a development will generate 100 or more trips during the peak hour of the traffic generator or the peak hour of the adjacent street., see section 24 – 115(f) Traffic Impact Studies in the Anderson County Code of Ordinances.

8. Are there any current Covenants in effect for this proposed development? Yes ☐ No ☒ If Yes, please attach document.





Planning Commission

January 09, 2024

Date of Planning Commission Meeting

☐ Land Use

☒ Rezoning

☐ Subdivision

☐ Variance

Project Information

Name of Applicant/Project: Grant Sullivan

Property Location: 7801 Old Greenville Highway/ TMS 165-00-07-008

County Council District: 4

School District: 1

Total Acreage: +/- 1.5 acres

Number of Lots: N/A

Current Zoning: R-A

Requested Zoning: C-1R

Purpose: to rezone property from residential agricultural to rural commercial district

Recommendation/ Decision Rendered

Approval ☒ Denial ☐ Tied ☐ Tabled ☐ Vote 8 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: [Signature]

Date: 1-9-24

Anderson County Planning & Development

401 East River Street

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

ORDINANCE NO. 2024-006

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT TURKEY, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), 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 December 5, 2023 (the “*Inducement Agreement*”) with [PROJECT TURKEY], a Delaware corporation (the “*Company*”) (which was known to the County at the time as “*Project Turkey*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new distribution/manufacturing facility in the County (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$36,300,000 in the County by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

WHEREAS, the 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 (the “*Fee Agreement*”) and Special Source Credit Agreement (the “*SSRC Agreement*” and together with the Fee Agreement, the “*Agreements*”) with the Company, 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 forms of the Agreements 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 Agreements presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Agreements were 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 Agreements 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 Agreements 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 Agreements are 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 Agreements 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 Agreements 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 _____, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Tommy Dunn, Chairman
Anderson County Council

Attest:

By: _____
Rusty Burns, County Administrator
Anderson County, South Carolina

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

Approved as to form:

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

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

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 _____, 2024, _____, 2024, and _____, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

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

Dated: _____, 2024

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

Between

ANDERSON COUNTY, SOUTH CAROLINA

and

PROJECT TURKEY

Dated as of _____, 2024

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS	3
SECTION 1.02 PROJECT-RELATED INVESTMENTS.....	7

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY.....	8
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY	8

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 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	20

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	24
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
SECTION 7.13 FACSIMILE/SCANNED SIGNATURES	25
SECTION 7.14 DISTRIBUTION OF FILOT PAYMENT REVENUE BY COUNTY	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:		Project Name:	Project Turkey
Projected Investment:	\$13,100,000	Projected Jobs:	N/A
Location (street):	1630 Easley Hwy	Tax Map No.:	218-00-01-038
Attorneys	John F. Wall IV	Attorney Firm	Burr & Forman LLP
1. FILOT	Yes		
Required Investment:	\$2,500,000		
Investment Period:	5 + 5 years if the Contract Minimum Investment Requirement is met during Standard Investment Period	Ordinance No./Date:	
Assessment Ratio:	6% Fixed	Term (years):	30 years for each Phase
Fixed Millage:	Yes; 317.59	Net Present Value (if yes, discount rate):	N/A
Clawback information:	Failure to achieve \$2,500,000 (or \$5,000,000 together with all Sponsor Affiliates) within the Standard Investment Period, Company must pay back difference between FILOT incentive and ad valorem tax plus interest		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Anderson/Greenville Park (2010)		
3. SSRC	Yes		
Total Amount:	85% years 1-5; 35% years 6-30		
No. of Years	30 Years – performance based Special Source Credits. SSC Term starts once Company places first Phase of Project in service.		
Yearly Increments:	Yes – see above		
Clawback information:	If Company fails to achieve Contract Minimum Investment Requirement by the end of the fourth year, Special Source Credit is reduced to 35%.		
4. Other information			

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 _____, 2024 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 TURKEY**, a Delaware corporation organized and existing under the laws of the State of Delaware (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 manufacturing, warehousing, or distribution.

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, the anticipated employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-4440(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 an 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 _____, 2024, 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 TURKEY, a Delaware corporation, its affiliates, 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 \$13,100,000 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 the 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 selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

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

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

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

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

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

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

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

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

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

“Investment Period” shall initially mean, and shall initially be equal to, the Standard Investment Period; provided, however, that if the Contract Minimum Investment Requirement is satisfied by the end of the Standard Investment Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or County Council, by five (5) years beyond the Standard Investment Period to end of the tenth (10th) anniversary of the Commencement Date, all in accordance with Section 12-44-30(13) of the FILOT Act. In the event the Commencement Date is December 31, 2026, as is presently anticipated, upon any such extension, the Investment Period will end on December 31, 2036.

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

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

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

“MCIP Agreement” shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, 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(1), (2) and (3) 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.

“SSC Term” shall mean a period of thirty (30) consecutive years during which the Company shall be entitled to receive, and the County agrees to provide, Special Source Credits in accordance with Section 4.02 hereof, beginning with the first year following the calendar year in which the first Phase of the Project is placed in service.

“Standard Investment Period” shall mean the period beginning with the first day the Company purchases or acquires Economic Development Property to be placed in service at the Project, 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 30th 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.

“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 317.59 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, 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 Delaware, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing, 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 Affiliates, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2026.

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

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

Section 3.02 Diligent Completion

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

Section 3.03 Filings and Reports

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

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

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies

of all filings made by the Company and any such Sponsor Affiliate in accordance with Section 3.03(a) or (b) above with respect to property in service as part of the Project.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, placed in service by the Company or Sponsor Affiliate, as applicable, 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 assessed 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 30 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 317.59 mills during the Exemption Period against the assessed 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 4-1175 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 FILOT Payments for SSC Term, calculated as follows: (1) 85% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 1 through 5 of the SSC Term; and (2) 35% of each year's payments in lieu of taxes pursuant to the Fee Agreement for years 6 through 30 of the SSC Term, all to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period).

(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) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet the Contract Minimum Investment Requirement by the end of the fourth year, the Special Source Credit otherwise provided for year 5 shall be reduced to thirty-five percent (35%) and the Special Source Credits shall remain at that level for years 6 through 30.

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

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

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

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 (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 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 closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

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

Section 5.03 Confidentiality

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

Section 5.04 Limitation of County's Liability

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

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44120 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 as evidenced by any one of the following: (1) a letter or other writing executed by an authorized county representative, (2) a resolution passed by the County Council, or (3) an ordinance passed by the County Council following three readings and a public hearing; (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 will reimburse, or cause reimbursement to, the County for Administration Expenses related to this SSRC Agreement in the amount of \$4,000, 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 SSRC 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, as the case may be (the “*Defaulting Entity*”), shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

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

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

In addition to all other remedies provided herein, the failure to make FILOT Payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

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

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

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

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

Section 6.04 No Waiver

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

[End of Article VI]

ARTICLE VII
MISCELLANEOUS

Section 7.01 **Notices**

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

If to the Company:

PROJECT TURKEY

Attn: _____

With a copy, which shall not constitute notice, to:

Burr & Forman LLP
Attn: John F. Wall IV
1221 Main Street, Suite 1800
Columbia, South Carolina 29201

If to the County:

Anderson County Administrator
Attn: Rusty Burns
Post Office Box 8002
Anderson, South Carolina 29622

With a copy to:

Anderson County Attorney
Attn: Leon C. Harmon
Post Office Box 8002
Anderson, South Carolina 29622

Section 7.02 **Binding Effect**

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

Section 7.03 Counterparts

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

Section 7.04 Governing Law

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

Section 7.05 Headings

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

Section 7.06 Amendments

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

Section 7.07 Further Assurance

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

Section 7.08 Invalidity; Change in Laws

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

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

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

Section 7.11 Waiver

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

Section 7.12 Business Day

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

Section 7.13 Facsimile/Scanned Signatures

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

Section 7.14 Distribution of FILOT Payment Revenue by County

All FILOT Payment revenue received by the County for MCIP premises located in the County attributable to current MCIP property that is retained by the County after paying Greenville County its portion of such FILOT Payment revenue in accordance with the MCIP Agreement shall be distributed in accordance with Section 3 of Anderson County Ordinance 2010-026 and paragraph 7 of the MCIP Agreement. All FILOT Payment revenue received by the County for MCIP premises located in the County and attributable to MCIP property added on and after November 16, 2020 shall be distributed, net of Special Source Credits provided by the County pursuant to Section 4-1-175 ("Net Park Fees") as follows: First, 15% of Net Park Fees shall be deposited to the Bond Fund created by Ordinance 2018-042 and used as required or permitted thereby, Second, 35% of Net Park Fees, and any surplus money under Ordinance 2018-042, shall

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

[End of Article VII]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By:

Rusty Burns, Administrator
Anderson County, South Carolina

By:

Renee Watts, Clerk to Council
Anderson County, South Carolina

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

PROJECT TURKEY

By: _____
Its: _____

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

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description here]

EXHIBIT B

INVESTMENT 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 _____, 2024 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The total investment made by the Company, together with all Sponsor Affiliates, in the Project during the calendar year ending December 31, 20__ was \$ ____ .

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

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

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

PROJECT TURKEY

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 _____, 2024 between Anderson County, South Carolina and the Company (the “*Agreement*”), as follows:

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

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

(3) Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

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

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

PROJECT TURKEY

Name: _____
Its: _____

SPECIAL SOURCE CREDIT AGREEMENT

between

ANDERSON COUNTY, SOUTH CAROLINA,

and

PROJECT TURKEY,

a _____

Dated as of _____, 2024

SPECIAL SOURCE CREDIT AGREEMENT

THIS SPECIAL SOURCE CREDIT AGREEMENT, dated as of _____, 20__ (the “Agreement”), between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **PROJECT TURKEY**, a _____ organized and existing under the laws of the State of _____ (the “Company”).

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying 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 machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County, all within the meaning of Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure”); and

WHEREAS, the Company will operate the Project (as defined below) on the land in the County described in Exhibit A hereto, owned by the Company (the “Land”); and

WHEREAS, the Company has represented that they intend to invest in the acquisition, construction and installation of buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a warehouse/distribution or manufacturing facility in the County (the “Project”), which will result in an expected aggregate investment of at least \$23,200,000, by December 31 of the fifth (5th) year after the year in which any portion of the Project is first placed in service (the “Investment Period”); and

WHEREAS, the County and Greenville County have established a joint county industrial and business park (the “Park”) by entering into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended (the “Park Agreement”), pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), as amended, and will designate the Land as being included within the Park, and the County desires to cause the Park to continue to be located in the Park or such other multi-county industrial and business park so as to afford the Company the benefits of the Infrastructure Credit Act as provided herein; and

WHEREAS, pursuant to the provisions of the Park Agreement, the Company is obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes, or, if applicable, any negotiated payments in lieu of taxes pursuant to the Code of Laws of South Carolina 1976, as amended, including Title 4, Chapter 29 thereof (the “FILOT Act”), that would have been due and payable but for the location of the Project within the Park; and

WHEREAS, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain credits to the Company in respect of the Company’s investment in the Infrastructure with respect to the Project, and is delivering this Agreement in furtherance thereof; and

WHEREAS, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on _____, 2024, following conducting a public hearing on _____, 2024;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

“*Agreement*” shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

“*Company*” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“*Cost of the Infrastructure*” shall mean to extent permitted by law, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of design and engineering of the Infrastructure; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; (e) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure; and (f) all legal, accounting and related costs properly capitalizable to the cost of the Infrastructure.

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

“*Fee Payments*” shall mean the payments in lieu of taxes made by the Company with respect to the Project by virtue of the Project’s location in (a) the Park or (b) in any joint county industrial park created by the County and a partner county pursuant to the Park Agreement qualifying under Section 4-1-170 of the Multi-County Park Act or any successor provision.

“*FILOT Act*” shall mean Title 4, Section 29, of the Code.

“*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.

“Infrastructure Credit Act” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Infrastructure Credits” shall mean the credits to the Fee Payments in respect of the Company’s investment in Cost of the Infrastructure set forth in Section 3.02(a) hereof.

“Investment Period” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Investment Target” shall mean the investment by the Company of at least \$23,200,000 in the Project.

“Land” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

“Multi-County Park Act” shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

“Ordinance” shall mean the ordinance enacted by the County Council on _____, 2024, authorizing the execution and delivery of this Agreement.

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

“Park” shall mean (i) the joint county industrial park established pursuant to the terms of the Park 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 Act, or any successor provision, with respect to the Project.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Project” shall have the meaning set forth with respect to such term in the recitals to this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Infrastructure Credits to reimburse the Company for a portion of the Cost of the Infrastructure for the purpose of promoting economic development of the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a _____ duly organized, validly existing, and in good standing under the laws of the State of _____ and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) The Company shall use commercially reasonable efforts to cause the Investment Target to be achieved during the Investment Period.

(d) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

(e) The Company agrees to reimburse the County for all reasonable expenses, including attorney's fees in the amount of \$4,000 for the review of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions.

(f) The Company agrees to maintain such books and records with respect to the Project as will permit verification of the Company's compliance with the terms of this Agreement and the certifications submitted to the County pursuant to Section 3.02(c) hereof. The Company may, by clear, written designation, conspicuously marked, designate with respect to any book and records delivered or made available to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not release information which has been designated as confidential or proprietary by the Company.

SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County acknowledges that the Park Agreement will expire pursuant to its terms on December 1, 2040 (the "Original Termination Date"). In the event of any early termination of the Park Agreement or the termination of the Park Agreement on the Original Termination Date, the County agrees to use its best reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

INFRASTRUCTURE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure.

The Company shall be responsible for payment of all Costs of the Infrastructure with respect to the Project as and when due.

SECTION 3.02. Infrastructure Credits.

(a) In order to reimburse the Company for a portion of the Cost of the Infrastructure with respect to the Project, commencing with the annual Fee Payment to be first payable on or before the January 15th immediately following the year immediately following the first year in which any portion of the Project is first placed in service, the County shall provide to the Company Infrastructure Credits in an amount equal to forty-one percent (41%) of that portion of Fee 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 Park Agreement for a period of thirty (30) consecutive years (the “Initial Infrastructure Credits”). After applying the Initial Infrastructure Credits, the County shall also provide to the Company Infrastructure Credits (1) for a period of three (3) consecutive years in an amount equal to eighty-five percent (85%) and (2) for a period of twenty-seven (27) consecutive years in an amount equal to thirty-five percent (35%) of that portion of Fee 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 (1) after payment of the amount due the non-host county under the Park Agreement and (2) after payment of the Initial Infrastructure Credits.

(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 an Infrastructure Credit is taken.

(c) In no event shall the aggregate amount of all Infrastructure Credits claimed by the Company exceed the amount expended by them collectively 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 B. Further, any amount of reimbursement of the Company for Infrastructure expenditure by way of an Infrastructure Credit may not be duplicated through an infrastructure credit to the Company for the same expenditure.

(d) Should the Investment Target not be met by the end of the second year, any Infrastructure Credits otherwise payable under this Agreement for year 3 shall be reduced to thirty-five percent (35%) and the Infrastructure Credits shall remain at that level for years 4 through 30.

(e) As provided in Section 4-29-68 of the Code, to the extent any Infrastructure 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 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) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(g) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT

SECTION 4.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) A copy of the Park Agreement, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(c) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 4.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Infrastructure Credits under the Infrastructure Credit Act.

SECTION 4.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 5.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. Subject to Sections 5.01 and 5.02 above, this Agreement shall terminate on the date upon which all Infrastructure Credits provided for herein have been credited to the Company.

SECTION 6.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement, the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return-receipt requested, restricted delivery, postage prepaid, addressed as follows:

(a) if to the County: Anderson County Administrator
Attn: Rusty Burns
Post Office Box 8002
Anderson, South Carolina 29622

with a copy to: Anderson County Attorney
(which shall not Attn: Leon C. Harmon
constitute notice Post Office Box 8002
to the County) Anderson, South Carolina 29622

(b) if to the Company: _____
Attn: _____

with a copy to: Burr & Forman LLP
(which shall not Attn: John F. Wall IV
constitute notice 1221 Main Street, Suite 1800
to the Company) Columbia, South Carolina 29201

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 6.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 6.11. Indemnity.

(a) Notwithstanding the fact that it is the intention of the parties that the County, its members, officers, elected officials, employees, servants and agents (collectively, the “Indemnified Parties”) shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the granting of the Infrastructure Credits, by reason of the execution of this Agreement, by the reason of the performance of any act requested of it by the Company, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company, 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 proximately caused by (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Agreement by the County.

(b) Notwithstanding anything in this 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, shall survive any termination of this Agreement.

[Remainder of page intentionally left blank]

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

ANDERSON COUNTY, SOUTH CAROLINA

(SEAL)

Tommy Dunn, Chairman
Anderson County Council

ATTEST:

By: _____
Rusty Burns, Administrator
Anderson County, South Carolina

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

[Signature page 1 to Special Source Credit Agreement]

[PROJECT TURKEY]

By: _____
Name: _____
Title: _____

[Signature page 2 to Special Source Credit Agreement]

EXHIBIT A

REAL PROPERTY DESCRIPTION

EXHIBIT B

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of [The Company] (the "Company"), do hereby certify in connection with the Special Source Credit Agreement dated as of _____, 20__ (the "Agreement") between Anderson County, South Carolina and _____ (the "Company"), as follows:

(1) As of December 31, 20__, the total amount of Infrastructure Credits received by the Company is as follows:

(a)	\$ _____
(c) Total Infrastructure Credits received	\$ _____

(2) As of December 31, 20__, the total amount of investment in Costs of Infrastructure by the Company 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__.

[PROJECT TURKEY]

By: _____
Name: _____
Its: _____

ORDINANCE NO. 2024-007

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

WHEREAS, pursuant to Ordinance 2010-026 enacted November 16, 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 Anderson County to a certain company currently or formerly known to Anderson County as Project Turkey, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

NOW, THEREFORE, be it ordained by Anderson County Council that Exhibit B 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 Sections 3(A) and 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 B as so revised, without further action by either county.

DONE in meeting duly assembled this ____ day of _____, 2024.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

Attest:

County Administrator

Clerk to County Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

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

Project Turkey (xxxx) Property Description

[INSERT LEGAL DESCRIPTION]

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 _____, 2024, _____, 2024 and _____, 2024, 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: _____, 2024

Resolution 2024-003

A RESOLUTION TO ACCEPT PARD GRANT AWARD—DOLLY COOPER PARK

WHEREAS, the Anderson County Council has the authority to accept grant awards,
and;

WHEREAS, the Anderson County Legislative Delegation has endorsed a PARD grant
award in the amount of \$12,000 for disc golf course improvements at Dolly Cooper Park,
and;

WHEREAS, the Legislative Delegation requires a commitment from local
governments prior to official award of PARD funds;

NOW, THEREFORE, IT IS HEREBY RESOLVED the by Anderson County Council:

1. That the County formally accepts a PARD grant award in the amount of
\$12,000 and commits to providing required matching funds of \$3,000.00.

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

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

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

RESOLVED this ____ day of January, 2024 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



MEMORANDUM

ANDERSON COUNTY DEVELOPMENT STANDARDS

DATE: January 10, 2024

TO: Renee Watts
Clerk to Council

FROM: Tim Cartee
Land Development Administrator

CC: Holt Hopkins, Alesia Hunter, Matt Hogan

SUBJECT: Parkview Glen Subdivision Phase II, III & IV

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following road into the County Maintenance System.

This will add 3,701 feet of paved roads to the county maintenance system.

Developer: Rogers Road Venture, LLC
Location: Rogers Road
County Council District: 6
Roads: Walking Stick Way, Red Canoe Lane, Water Gap Drive

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

Tommy Dunn
Chairman, District 5

John B. Wright, Jr.
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org



MEMORANDUM

ANDERSON COUNTY ROADS AND BRIDGES

DATE: 1/9/2024

TO: Matt Hogan
Roads and Bridges Manager

FROM: Norman McGill
Roadway Management Supervisor

CC: Holt Hopkins

SUBJECT: Parkview Glen Subdivision Phases 2,3, and 4

To the best of my ability, I certify that there are no known drainage issues in **Parkview Glen Subdivision Phases 2, 3, and 4** on the roads listed below. All drainage facilities and roadways within the proposed county right of way meet the county standards that were approved by the Planning Commission from the preliminary plat. The roads of this phase of the subdivision are now eligible to be considered for acceptance into the county maintenance system. This will add **3,701** feet of paved roads to the county maintenance system.

District: 7

Location: Parkview Glen Subdivision

Roads: (P-06-0177) Walking Stick Way, (P-06-0187) Red Canoe Lane, and (P-06-0188) Water Gap Drive

Tommy Dunn
Chairman, District 5

John B. Wright
Council District 1

Greg Elgin
Council District 3

Cindy Wilson
Council District 7

Brett Sanders
V. Chairman, District 4

Glenn Davis
Council District 2

Jimmy Davis
Council District 6

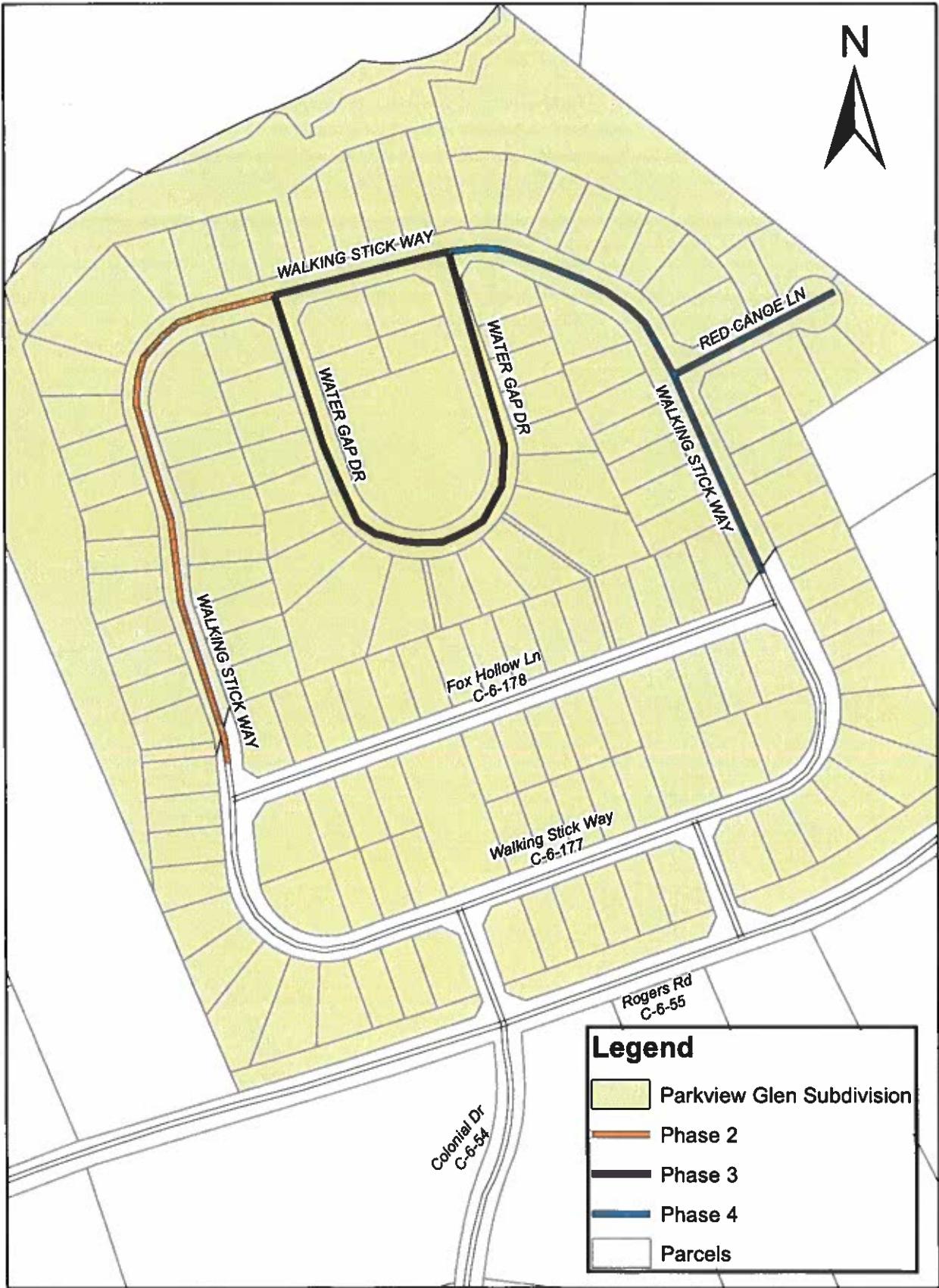
Renee Watts
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

Rusty Burns | County Administrator
rburns@andersoncountysc.org

Roads and Bridges
1428 Pearman Dairy Road
Anderson, S.C. 29625
864-260-4190

Parkview Glen Subdivision - Proposed Road Acceptance





AGENDA

**Planning and Public Works Meeting
Friday, January 12, 2024, at 12:00 pm**

101 South Main Street

Anderson, SC

Anderson County Historical Courthouse -Administrator's Conference Room

Chairwoman Cindy Wilson, District Seven, Presiding

Honorable Jimmy Davis, District Six

Honorable John B. Wright, District One

1. Call to Order

Chairwoman Cindy Wilson

2. Prayer and Pledge of Allegiance

Honorable John Wright, Jr.

3. Potential Home Inspection Disclosure Statement

Mr. Leon Harmon

4. Discussion of Setbacks for Accessory Buildings in Unzoned Areas

Ms. Alesia Hunter

5. Discussion of Planning Commission Consideration of Projects Under Appeal

Mr. Leon Harmon

6. Continued Review of Proposed Mass Grading and Tree Ordinance

Mr. Jon Batson

7. Old Business

8. New Business

9. Citizen Comments

10. Adjournment

Tommy Dunn
Chairman, District Five

John B. Wright, Jr.
District One

Greg Elgin
District Three

M. Cindy Wilson
District Seven

Brett Sanders
V. Chairman, District Four

Glenn Davis
District Two

Jimmy Davis
District Six

Renee D. Watts
Clerk to Council


Rusty Burns
County Administrator



RECREATION FUND APPROPRIATIONS APPLICATION

WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

DISTRICT: All

Mail/Email/Fax to:

Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org
Fax: 864-260-4356

Tommy Dunn
Chairman, District 5

Brett Sanders
V. Chairman, District 4

John B. Wright, Jr.
Council District 1

Glenn A. Davis
Council District 2

Greg Elgin
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:
WLS Foundation (When Life Sucks Foundation)
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
Any available.
3. The purpose for which the funds are being requested:
To go toward a one-stop-shop for veterans and first responders in need headquartered in Anderson, SC
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. Attached.
5. Contact Person: Patrick Elswick
Mailing Address: 4024 Old Williamston Road, Belton, SC 29627
Phone Number: 304-356-8273
Email: pelswick@whenlifesucks.org
6. Statement as to whether the entity will be providing matching funds:
Yes, WLS Foundation does have matching grant funds available for any amount.

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


Signature

Patrick Elswick
Print Name

Date

P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 09 2018

WLS FOUNDATION
241 PEBBLE BROOK LANE
BELTON, SC 29627-0000

Employer Identification Number:
82-3260918
DLN:
26053742002837
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
October 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 31, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Anderson County Building & Codes
Monthly Activity Report
Dec-23

Total Number Permit Transactions:	718
<i>New Single Family:</i>	<i>51</i>
<i>New Multi-Family:</i>	<i>10</i>
<i>Residential Additions/Upgrades:</i>	<i>15</i>
<i>Garages/Barns/Storage:</i>	<i>17</i>
<i>New Manufactured Homes:</i>	<i>11</i>
<i>New Commercial:</i>	<i>5</i>
<i>Commercial Upfits/Upgrades:</i>	<i>2</i>
<i>Courtesy Permits/Fees Waived:</i>	<i>1</i> (See Attached)

Inspection Activity:

<i>Citizens Inquiries:</i>	<i>14</i> (Includes Updating Sub-Standard Cases)
<i>(New & Follow Up; Includes Sub-Standard Housing /Mobile Homes)</i>	
<i>Tall Grass Complaints (New and Follow Ups):</i>	
<i>Number of Scheduled Building Inspections Performed (# of Site Visits):</i>	<i>721</i>
<i>Courtesy, Site and Miscellaneous Inspections:</i>	<i>3</i>
<i>Manufactured Home Inspections:</i>	<i>56</i>
Total Number of Inspections (Site Visits) for Department:	794

Reviews/Misc. Activity:

<i>Plans Reviewed:</i>	<i>61</i>	(Includes preliminary consultations, resubmittals and solar)
<i>Mech/Elec/Plumb Reviews:</i>	<i>14</i>	(Includes residential solar)
<i>New Derelict Manufactured Home Cases:</i>	<i>0</i>	
<i>Hearings:</i>		
<i>Court Cases:</i>	<i>0</i>	

Revenue Collected:

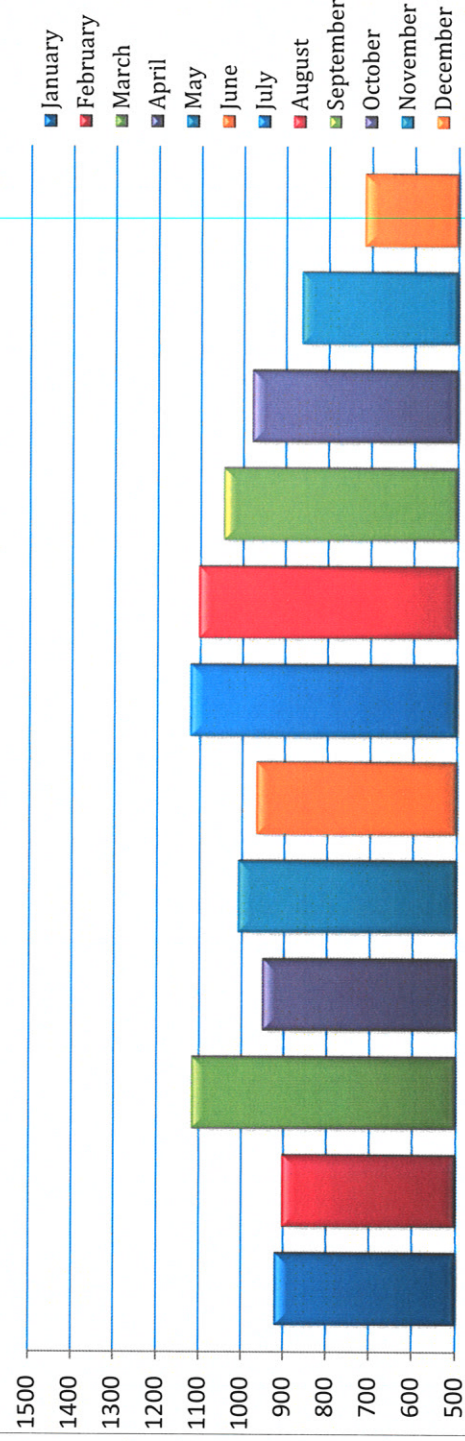
<i>Reinspection Fees Collected:</i>	<i>\$200.00</i>
<i>Plan Review Revenue:</i>	<i>\$13,765.40</i>
Total Revenue For The Month:	\$135,184.30

Anderson County Building & Codes

Permits Issued for 2023

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	226	256	143	152	82	17	4	41	921
February	240	277	145	135	63	5	11	28	904
March	301	308	156	164	99	34	16	41	1119
April	249	288	148	154	63	10	3	37	952
May	256	291	148	158	88	27	8	34	1010
June	241	270	148	163	77	8	16	45	968
July	286	305	181	197	79	14	15	47	1124
August	279	308	175	193	83	11	14	42	1105
September	254	311	179	164	77	15	12	35	1047
October	241	286	143	165	85	16	9	35	980
November	199	240	126	142	112	7	9	29	864
December	175	200	110	109	83	16	8	17	718
Total	2947	3340	1802	1896	991	180	125	431	11712

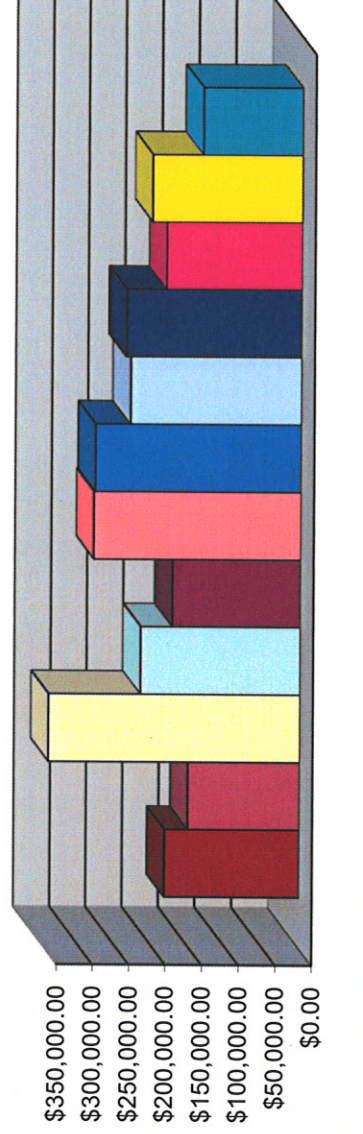
Permits Issued



Anderson County Building & Codes Permit Revenue for 2023

<u>Month</u>	<u>Building</u>	<u>Electrical</u>	<u>Plumbing</u>	<u>HVAC</u>	<u>MH</u>	<u>Wrecking</u>	<u>Moving</u>	<u>Misc.</u>	<u>Total</u>
January	\$87,128.00	\$25,188.00	\$13,380.00	\$22,877.00	\$4,153.00	\$1,275.00	\$300.00	\$29,821.70	\$184,122.70
February	\$88,724.20	\$26,868.00	\$13,316.00	\$13,865.00	\$3,556.00	\$375.00	\$825.00	\$4,500.00	\$152,029.20
March	\$262,766.80	\$28,431.00	\$14,906.00	\$17,454.00	\$6,135.00	\$975.00	\$1,125.00	\$12,752.60	\$344,545.40
April	\$150,071.60	\$26,379.00	\$13,601.00	\$16,334.00	\$3,559.00	\$750.00	\$225.00	\$6,967.80	\$217,887.40
May	\$97,684.00	\$28,585.00	\$14,775.00	\$18,122.00	\$4,062.00	\$525.00	\$600.00	\$10,335.80	\$174,688.80
June	\$91,487.00	\$27,487.00	\$13,661.00	\$17,014.00	\$4,946.00	\$600.00	\$975.00	\$126,673.10	\$282,843.10
July	\$174,538.80	\$30,473.00	\$19,149.00	\$22,847.50	\$4,167.00	\$1,050.00	\$1,050.00	\$28,153.30	\$281,428.60
August	\$131,389.00	\$37,197.00	\$16,638.00	\$27,756.00	\$7,406.00	\$675.00	\$1,050.00	\$11,375.60	\$233,486.60
September	\$107,353.00	\$32,899.50	\$14,124.00	\$22,516.00	\$5,957.00	\$1,125.00	\$900.00	\$54,668.30	\$239,542.80
October	\$108,673.80	\$29,028.50	\$13,604.00	\$18,932.00	\$6,589.00	\$1,200.00	\$675.00	\$5,945.90	\$184,648.20
November	\$124,073.80	\$22,434.00	\$11,625.00	\$16,053.00	\$7,069.00	\$375.00	\$675.00	\$21,962.10	\$204,266.90
December	\$71,566.40	\$20,748.50	\$10,992.00	\$11,910.00	\$4,277.00	\$1,200.00	\$525.00	\$13,965.40	\$135,184.30
Total	\$1,495,456.40	\$335,718.50	\$169,771.00	\$225,680.50	\$61,876.00	\$10,125.00	\$8,925.00	\$327,121.60	\$2,634,674.00

Permit Revenue



F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

**REPORT OF BUILDING OR
ZONING PERMITS ISSUED AND
LOCAL PUBLIC CONSTRUCTION**

For the month of:

Dec-23

ANDERSON COUNTY BUILDING & CODES
P.O. Box 8002
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits
☐ Merged with another system
☐ Split into two or more systems
☐ Annexed land areas
☐ Had other changes

PLEASE RETURN THE WEEK OF:

If **NO PERMITS** were issued during this period, mark (X) and return this form

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	51	51	\$15,905,218			
Single-family houses, attached - Separated by ground to roof wall, - No unites above or below, and - Separate heating systems & utility meters		102						
Two-family buildings		103	10		\$1,861,000			
Three-and four-family buildings		104						
Five-or-more family buildings		105						
TOTAL: Sum of 101-105		109	61	51	\$17,766,218	0	0	\$0.00
Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins <i>(transient accommodations only)</i>		213						
Other non-housekeeping shelter		214						
Section 3	NEW NONRESIDENTIAL BUILDINGS	Item	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
			(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318						
Churches and other religious		319						
Industrial		320						
Parking garages (buildings & open decked)		321						
Service stations and repair garages		322						
Hospitals and institutional		323						
Offices, banks, and professional		324	1		\$113,000			
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	4		\$660,500			
Other nonresidential buildings		328	11		\$534,393			
Structures other than buildings		329	9		\$561,857			
Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential – <i>Classify additions of garages and carports in Item 438</i>		434	15		\$1,013,946			
Nonresidential and non-housekeeping		437	2		\$294,750			
Additions of residential garages and carports (attached and detached)		438	6		\$168,600			
Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction <i>Omit cents</i>	Number of		Valuation of Construction <i>Omit cents</i>
			Buildings	Housing Units		Buildings	Housing Units	
		(a)	(b)	(c)		(e)	(f)	
Single-family houses (attached and detached)		645	2					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	13					

F.W. DODGE BUILDING STATISTICS

Toll-Free Phone: 877-489-4092

Fax: 800-892-7470

**REPORT OF BUILDING OR
ZONING PERMITS ISSUED AND
LOCAL PUBLIC CONSTRUCTION**For the month of: **2023 Summary**ANDERSON COUNTY BUILDING & CODES
P.O. BOX 8002
ANDERSON, SC 29622-8022

If your building permit system has changed, mark (X) in the appropriate place below

- ☐ Discontinued issuing permits
☐ Merged with another system
☐ Split into two or more systems
☐ Annexed land areas
☐ Had other changes

PLEASE RETURN THE WEEK OF:

If **NO PERMITS** were issued during this period, mark (X) and return this form

Section 1	NEW RESIDENTIAL	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-Family houses, detached <i>Exclude mobile homes</i>		101	920	920	\$267,416,953			
Single-family houses, attached - Separated by ground to roof wall, - No units above or below, and - Separate heating systems & utility meters		102	84	3	\$15,540,372			
Two-family buildings		103	54	26	\$11,332,760			
Three-and four-family buildings		104						
Five-or-more family buildings		105	11		\$27,860,951			
TOTAL: Sum of 101-105		109	1069	949	\$322,151,036	0	0	\$0.00

Section 2	NEW RESIDENTIAL NONHOUSEKEEPING BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Hotels, motels, and tourist cabins (transient accommodations only)		213						
Other non-housekeeping shelter		214						

Section 3	NEW NONRESIDENTIAL BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Amusement, social, and recreational		318	2		\$958,204			
Churches and other religious		319	1		\$10,010,000			
Industrial		320	3		\$288,994			
Parking garages (buildings & open decked)		321	1		\$300,000			
Service stations and repair garages		322	4		\$4,967,000			
Hospitals and institutional		323						
Offices, banks, and professional		324	3		\$1,707,594			
Public works and utilities		325						
Schools and other educational		326						
Stores and customer services		327	65		\$47,826,183			
Other nonresidential buildings		328	176		\$6,510,734			
Structures other than buildings		329	117		\$7,653,120			

Section 4	ADDITIONS, ALTERATIONS AND CONVERSIONS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Residential – Classify additions of garages and carports in Item 438		434	245		\$15,523,137			
Nonresidential and non-housekeeping		437	42		\$31,113,544			
Additions of residential garages and carports (attached and detached)		438	132		\$6,918,296			

Section 5	DEMOLITIONS AND RAZING OF BUILDINGS	Item No.	PRIVATELY OWNED			PUBLICLY OWNED		
			Number of		Valuation of Construction Omit cents (d)	Number of		Valuation of Construction Omit cents (g)
			Buildings (b)	Housing Units (c)		Buildings (e)	Housing Units (f)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
Single-family houses (attached and detached)		645	63					
Two-family buildings		646						
Three-and four-family buildings		647						
Five-or-more family buildings		648						
All other buildings, structures or mobile homes		649	90					

PERMIT #	ISSUE DATE	COST	OWNER NAME	MOD DESCRIPTION
----------	---------------	------	------------	-----------------

MOD 702	COURTESY PERMIT/NO CHARGE			
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202303826	12/01/2023	1.00	2	CARROLL ASHLEY N AND LATIMER JONATHAN G DOING COO PAID FOR PREVIOUSLY
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TOTALS: 1 1.00

As of 12/31/2023

DISTRICT 1 - SPECIAL PROJECTS
560301 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
			Budget 2023 - 2024	35,000.00
			From Accommodations Fee	5,000.00
			Brought Forward	15,313.23
07/18/23	07/28/23	6209	American Red Cross	(2,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(1,500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(6,156.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(3,000.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(1,500.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary0	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(500.00)
12/19/23	01/03/24	23112	Broadway Fire Department	(5,000.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(2,000.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)

Ending Balance 22,207.23

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

<hr/>	Renee Watts, Clerk to Council	DATE: <hr/>
<i>Rita Davis</i>	Rita Davis, CFO	DATE: January 9, 2024

As of 12/31/2023

DISTRICT 2 - SPECIAL PROJECTS
560302 528600
FY Ended June 30, 2024

<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 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	31,236.02
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(2,500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20235	Foothills Community Health Care (Patient Pharmacy Fund)	(1,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(2,000.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,500.00)
10/17/23	10/25/23	21483	Broadway Fire (Roof Repairs)	(5,000.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(2,500.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(1,000.00)
11/07/23	11/15/23	22111	Just Jeanie Media Foundation (Educational Programs)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(1,000.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary0	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)

Ending Balance 39,986.02

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: _____

Rita Davis

Rita Davis, CFO

DATE: January 9, 2024

As of 12/31/2023

DISTRICT 3 - SPECIAL PROJECTS
560303 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	18.89
06/20/23	07/18/23	6023	Friends of Broadway Lake	(1,250.00)
07/18/23	07/28/23	6209	American Red Cross	(500.00)
07/18/23	07/28/23	6252	Belton Area Museum	(1,000.00)
07/18/23	07/28/23	6251	Belton Center for the Arts	(500.00)
08/01/23	08/10/23	19417	Starr Fire Department	(500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(250.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(500.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(250.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(250.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary0	(500.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)
12/19/23	01/03/24	23131	Crescent Elite	(1,500.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(250.00)

Ending Balance 28,968.89

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

<hr/>	Renee Watts, Clerk to Council	DATE: <hr/>
<hr/> <i>Rita Davis</i> <hr/>	Rita Davis, CFO	DATE: January 9, 2024

As of 12/31/2023

DISTRICT 4 - SPECIAL PROJECTS
560304 528600
FY Ended June 30, 2024

<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 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	35,045.32
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(400.00)
08/15/23	08/30/23	19870	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(500.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(500.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(3,750.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawall Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20591	Anderson School Dist. 4 (Mt Lebanon Elementary Living to serve plan)	(2,500.00)
09/19/23	09/24/23	JE 24000559 AA	Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21116	Just Jeanie Media Foundation (Educational Purposes)	(200.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,200.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(2,500.00)
11/07/23	11/15/23	22160	SC Upstate Equine Council (Spring Fling Open Horse Show)	(1,000.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary0	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)
12/19/23	01/03/24	23193	Palmetto Knights	(3,000.00)

Ending Balance 43,995.32

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: _____

Rita Davis

Rita Davis, CFO

DATE: January 9, 2024

As of 12/31/2023

DISTRICT 5 - SPECIAL PROJECTS
560305 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	----	----	Budget 2023 - 2024	35,000.00
	----	----	From Accommodations Fee	5,000.00
			Brought Forward	46,340.33
07/18/23	07/28/23	6209	American Red Cross	(1,000.00)
07/18/23	07/28/23	6284	Center Rock Fire	(2,000.00)
07/18/23	07/28/23	6375	Homeland Park Community	(1,500.00)
07/18/23	07/28/23	6376	Homeland Park Fire	(2,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(1,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/05/23	09/13/23	20163	Anderson Crime Stoppers (P3 Tips Website)	(800.00)
09/05/23	09/13/23	20174	Anderson University (Bass Fishing Club)	(2,500.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawall Golf Tournament)	(1,000.00)
09/19/23	09/27/23	20893	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(1,000.00)
11/07/23	11/15/23	22198	Anderson Area YMCA (Reindeer Run)	(1,000.00)
11/07/23	11/15/23	2201	Anderson Free Clinic (Festival of Trees)	(2,000.00)
11/07/23	11/15/23	22074	David's Global Community Development (Thanks Give A Way for Autism)	(1,000.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(2,500.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(1,500.00)
11/21/23	11/29/23	22508	Zone Service (Chirtmas toys for Children)	(200.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(1,000.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(300.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(2,000.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)

Ending Balance 58,540.33

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

Rita Davis

Renee Watts, Clerk to Council

Rita Davis, CFO

DATE: _____

DATE: January 9, 2024

As of 12/31/2023

DISTRICT 6 - SPECIAL PROJECTS
560306 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	26,994.45
08/01/23	08/10/23	19377	Powdersville League of Athletic Youth (PLAY) for Field Maintenance	(5,000.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	1987	CESA Tri County	(3,500.00)
08/15/23	08/30/23	19446	Piedmont Emergency Relief Center (Basic Assistance)	(2,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(5,000.00)
08/15/23	08/30/23	19964	South Main Chapel (ride to Work)	(1,000.00)
09/19/23	09/27/23	20588	Anderson Co CVB (J Seawell Golf Tournament)	(500.00)
09/19/23	09/24/23	JE 24000559 AA	Anderson Co PRT (Hurricane Springs Park Peak Tower Design)	(5,000.00)
09/19/23	09/27/23	20636	Community Workshop Choir (Historical Marker)	(500.00)
09/19/23	09/27/23	20693	JBECO (Bath & Kitchen repairs)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(300.00)
10/17/23	10/25/23	21578	Piedmont Public Service District (Christmas lights for Town of Piedmont)	(1,200.00)
11/07/23	11/15/23	22031	Anderson Free Clinic (Festival of Trees)	(350.00)
11/07/23	11/15/23	22087	First Light (Support Survivors of Sexual Assault)	(350.00)
11/21/23	11/29/23	22369	Anchored in His Grace Ministry (Christmas Feed)	(250.00)
11/21/23	11/29/23	22402	Connect Powdersville	(7,500.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)

Ending Balance 31,544.45

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:

Rita Davis

Rita Davis, CFO

DATE: January 9, 2024

As of 12/31/2023

DISTRICT 7 - SPECIAL PROJECTS
560307 528600
FY Ended June 30, 2024

<u>Council Meeting of:</u>	<u>Check Dated:</u>	<u>Check Number</u>	<u>Vendor \ Description</u>	<u>Amount</u>
	---	---	Budget 2023 - 2024	35,000.00
	---	---	From Accommodations Fee	5,000.00
			Brought Forward	0.00
07/18/23	07/28/23	6224	Anderson Jets Track	(500.00)
07/18/23	07/28/23	6542	Watkins Community Center	(1,500.00)
08/15/23	08/30/23	19844	Anderson County Chapter of the SC Genealogical Society	(500.00)
08/15/23	08/30/23	19872	Cheddar Youth Center	(3,500.00)
08/15/23	08/30/23	19947	Piedmont Preservation Society	(500.00)
08/15/23	08/30/23	19973	Town of Honea Path	(5,000.00)
08/15/23	08/30/23	19974	Town of Pelzer	(5,000.00)
08/15/23	08/30/23	19975	Town of West Pelzer	(5,000.00)
08/15/23	08/30/23	19976	Town of Williamston	(5,000.00)
09/05/23	09/13/23	20168	Honea Path Free Clinic	(1,000.00)
09/19/23	09/27/23	20765	T L Hanna Band Aides Inc. (Transportation for Competitions)	(500.00)
10/03/23	10/11/23	21132	Mill Town Players (Auditorium Improvements)	(500.00)
10/03/23	10/11/23	21050	Palmetto Fishing Team (Canopy for tournament weigh-ins)	(1,271.96)
10/17/23	10/25/23	21456	Anderson Chapter National Federation of the Blind (Christmas Dinner & Venue)	(200.00)
10/17/23	10/25/23	21490	Caroline Community Center	(5,000.00)
12/05/23	12/13/23	22782	Anderson Lights of Hope (Marketing Promotion-30th Anniversary)	(200.00)
12/05/23	12/13/23	22761	Hejaz Shrine Circus (Special Needs Children & Families)	(200.00)
12/19/23	01/03/24	23097	Anderson Area Touchdown Club	(500.00)
12/19/23	01/03/24	23193	Palmetto Knights	(500.00)

Ending Balance 3,628.04

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:

Rita Davis

Rita Davis, CFO

DATE: January 9, 2024

All Project Report - December 31st 2023

Total	\$2,270,842.04
FY 18-19 Budget	\$1,500,000.00
Transfer In	\$770,842.04

Prepared by: Amy Merrill

Date: 1-02-24

Certified by: Neil Carney

Date

NWC

1-8-24

Committed	\$2,213,998.59
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AVAILABLE	\$56,843.45
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Approved Date	Project	Projects/Towns-Cities/Other		Total Spent to Date	Completion Date
		Scope	Appropriated Amount		
08/07/18	Townville Fire Department	Pave Parking Lot	\$10,000.00	\$1,600.00	04/30/19
08/07/18	Town of Honea Path	Paving	\$48,000.00	\$19,946.09	
08/07/18	Town of Pelzer	Paving	\$17,000.00	\$6,625.69	
08/07/18	Town of West Pelzer	Paving	\$25,000.00	\$25,000.00	
08/07/18	Town of Williamston	Paving	\$52,000.00	\$52,000.00	
08/21/18	School District Road in D6	Paving	\$0.00	\$0.00	
10/02/18	Mental Health Parking Lot	Pave Parking Lot	\$23,158.55	\$23,158.55	
10/04/18	C-Fund Matching Funds	Paving	\$315,000.00	\$315,000.00	Transfer complete
11/07/18	Road Improvement Plan	See Below	\$1,723,840.04	\$2,224,750.68	
		Totals:	\$2,213,998.59	\$2,668,081.01	

Road Name	District	Scope of Work	Estimate	Total Spent to Date	Completion Date
Hobson Road	1	CS/Pave	\$83,571	\$81,449.14	01/00/00
Oakridge Court	1	CS/Pave	\$18,908	\$19,346.79	01/00/00
Harbison Drive	7	FDP/Pave	\$46,633	\$0.00	01/00/00
Plantation Road	4	CIPR	\$51,000	\$52,205.60	01/00/00
Branch Road	4	CIPR	\$86,288	\$81,550.68	01/00/00
Valley Drive	4	CIPR	\$43,144	\$43,967.21	01/00/00
Meadow Road	4	CIPR	\$51,584	\$25,396.28	01/00/00
Governor's Boulevard	1	FDR/Pave	\$171,024	\$164,979.09	01/00/00
Hopewell Ridge	7	CIPR/Pave	\$152,636	\$137,189.01	01/00/00
Winding Creek Road	7	CIPR/Pave	\$73,901	\$69,591.91	01/00/00
Creekside Court	7	CIPR/Pave	\$14,425	\$20,651.79	01/00/00
Crossridge Lane	7	CIPR/Pave	\$17,224	\$23,667.65	01/00/00
Old Oak Trail	7	CIPR/Pave	\$21,092	\$29,644.68	01/00/00
Grove Road	2/3	Pave	\$142,944	\$142,805.44	01/00/00
Shirley Drive	2	Pave	\$175,467	\$138,488.64	01/00/00
Airline Road	3/5	FDP/ST/FS	\$243,293	\$237,157.95	01/00/00
Firetower Road	6/4	FDP/ST/FS	\$142,982	\$188,392.08	01/00/00
Old Webb Road	5	FDP/Pave	\$184,905	\$175,614.78	01/00/00
Holden Lane	5	Mill/Binder/Pave	\$10,515	\$12,895.20	01/00/00
Cely Lane	6	FDP/Pave	\$244,679	\$365,758.33	01/00/00
			\$1,976,215	\$2,010,752.25	

FDP = Full-Depth Patching; FDR = Full-Depth Reclamation; ST = Single-Treatment; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Through December 31st, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	-	\$0.00	\$0.00	
11/2/2016	Civic Center	Upgrade roads, landscaping	\$56,306.16	\$56,306.16	Incomplete
1/16/2018	Oak Hill Drive Traffic Control	Radar sign & reflectors	\$3,903.03	\$3,903.03	Incomplete
		Totals	\$60,209.19	\$60,209.19	

District 1 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies now in account 000					
Totals:			\$0.00	\$0.00	

Amy Merrill
January 2, 2024

10/28
1-8-24

Through December 31st, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Cities&Towns/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
	City of Anderson	Grading/Drainage		\$0.00	
	Totals:		\$0.00	\$0.00	

		District 2 Paving Plan		
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date
All monies moved to account 000				
Totals:			\$0.00	\$0.00

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of December 31st, 2023

Prepared By: Amy Merritt
Roads & Bridges

Roads & Bridges
Date Amy Merritt
January 2, 2024

Certified by: Neil Carney Neil Carney

Neil Carney
Date 1-8-21

Nov 8
1-8-21

Through December 31st, 2023

Projects/Towns&Cities/Other

Amy Merrill
January 2, 2024

Nov 2
1-8-24

Through December 31st, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$12,455.00
Committed	\$12,455.00
AVAILABLE	\$11,596.16

FDP = Full Depth Patching; **FDR** = Full Depth Reclamation; **ST** = Single Treat; **FS** = Fog Seal; **Pave** = Resurface with Asphalt; **CS** = Crack Seal

		Projects/Towns&Cities/Other			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
7/7/2015	Town of Pendleton	Grading/drainage	\$39,500.00	\$27,042.90	incomplete
Totals:			\$39,500.00	\$27,042.90	

		District 4 Paving Plan			
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals:			\$0.00	\$0.00	

1-8-24

District 5 Paving Report

Through December 31st, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; FDR = Full Depth Reclamation; ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Approval Date	Project	Projects/Towns/Cities/Other			Completion Date
		Scope	Appropriated Amount	Total Project Spent To-Date	
Totals:			\$0.00	\$0.00	

Approval Date	Project	District 5 Paving Plan			Completion Date
		Scope	Appropriated Amount	Total Project Spent To-Date	
Totals:			\$0.00	\$0.00	

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of December 31st, 2023

Prepared By: Amy Merritt
Date

Roads and Bridges
Date

Certified By: Neil Carney
Date

Neil Carney
Date

Amy Merritt
January 2, 2024

Neil Carney
1-2-24

Through December 31st, 2023

FY18-19 Budget includes Carryforward from FY17-18 Budget	\$0.00
Committed	\$0.00
AVAILABLE	\$0.00

FDP = Full Depth Patching; FDR = Full Depth Reclamation; ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

Approval Date	Project	Projects/Towns&Cities/Other		Total Project Spent To-Date	Completion Date
		Scope	Appropriated Amount		
Totals:			\$0.00	\$0.00	

District 6 Paving Plan					
Approval Date	Project	Scope	Appropriated Amount	Total Project Spent To-Date	Completion Date
All monies moved to account 000					
Totals			\$0.00	\$0.00	

Prepared By: Amy Merritt
Roads and Bridges
Date

Amy Merrill
January 2, 2024

Neil Carney
Date

Amv Merrill
January 2, 2024
MAM S
1-8-24

Through December 31st, 2023

FDP = Full Depth Patching; FDR = Full Depth Reclamation; ST = Single Treat; FS = Fog Seal; Pave = Resurface with Asphalt; CS = Crack Seal

District 7 Paving Plan

We certify that the above information, to the best of our knowledge, is up-to-date and is accurate information as of December 31st, 2023

Roads and Bridges
Date

Amy Merrill
January 2, 2024
New &
1-824